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08-21-2000

1 SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



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Tab settings

To the Honorable Commissioner of

101438266

attached original documents or copy thereof.

1. Name of conveying party(ies):

Rite Aid Corporation
30 Hunter Lane
Camp Hill, PA 17011

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 12, 2000

2. Name and address of receiving party(ies)

Name: CITICORP USA, INC., as Senior Collateral Agent

Internal Address:

Street Address: 399 Park Avenue

City: New York State: NY ZIP: 10043

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Schedule

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation, Suite 101

Street Address: 400 Seventh St., NW

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41):

\$265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/18/2000 MTHA11 00000093 75089677

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
08. FEE: 225.00 OP

8. FEE: Payment and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cherylyn Brandt
Name of Person Signing

Cherylyn Brandt
Signature

June 29, 2000
Date

Total number of pages including cover sheet, attachments, and document: 21

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20221

TRADEMARK
REEL: 002122 FRAME: 0001

**RITE AID CORPORATION
PENDING FEDERAL APPLICATIONS**

Applicant Name	Filing Date	Description of Goods/Services	Applicant	Registration Status
1-888-RITE AID	Ser. No. 75/089,677 April 17, 1996 Intent-to-Use	Retail drug store services, in Class 42.	Rite Aid Corporation	Application allowed to abandon per client's instructions.
LIFE CHECK	Ser. No. 75/306,055 June 10, 1997 Intent-to-Use	Pharmacy services, namely, monitoring drug interaction, in Class 42.	Rite Aid Corporation	Approved for publication by Examiner 6/17/00
OUTDOOR CHIEF	Ser. No. 75/281,146 April 25, 1997 Intent-to-Use	Barbecue grills and hibachis, in Class 11; Barbecue utensils, grill covers and grill cleaning brushes, in Class 21; Matches, in Class 34. Client instructed that we drop the Class 34 goods.	Rite Aid Corporation	Per TRAM, final review prior to registration completed.
OUTDOOR COMFORT	Ser. No. 75/281,147 April 25, 1997 Intent-to-Use	Sunglass safety cords, in Class 9; Carry-all bags, lunch totes, beach umbrellas, hip packs, and water bottle holders, in Class 18; Deck and patio furniture, in Class 20; Ice bucket sets and insulated cooler bags, in Class 21. Client instructed that we drop the Class 9 and 21 goods.	Rite Aid Corporation	Registered 5/23/200 under reg. no. 2,352,244.
OWNER'S CHOICE	Ser. No. 75/399,427 December 3, 1997 Intent-to-Use	Pet care and grooming products, in Class 3; Pet supplies - namely, leashes, collars and harnesses, chews for dogs and cats, cat scratching posts and pet cushions, in Class 18; Portable beds and playhouses for pets, in Class 20; Pet bowls, feeding dishes and other containers, brushes, litter boxes and scoops, in Class 21; Pet clothing, in Class 25; Pet toys, in Class 28; Pet foods, biscuits, treat and litter, in Class 31. Client instructed that we drop the Class 3, 18, 20, 21 and 25 goods.	Rite Aid Corporation	Registered 6/13/00 under Reg. No. 2,358,179.

			Office Action	Notice of Allowance
PERFECT PAIRS	Ser. No. 75/425,397 January 29, 1998 Intent-to-Use	Coupons for retail cosmetics and beauty products, in Class 16; Promoting the sale of cosmetics and beauty products of others through the use of a coupon, discounts, and/or rebate program, in Class 35; Providing discounts and/or rebates on the purchase of cosmetics and beauty products of others through the use of a promotional program featuring combinations of specifically identified complementary products, in Class 36.	Rite Aid Corporation	Notice of Allowance issued 8/3/99; Statement of Use filed 1/12/00. Office Action issued 3/30/00, response due 9/30/00.
PHOTO RITE	Ser. No. 75/426,074 January 30, 1998 Intent-to-Use	Retail drug store services, namely a section in a retail drug store featuring photographic supplies and accessories, in Class 35; Photographic processing services, namely photo finishing, photographic printing and photographic enlarging services, in Class 40.	Rite Aid Corporation	Registered 5/23/00 under Reg. No. 2,352,455.
RITE AID 10 MINUTE PRESCRIPTIONS Plus Design	Ser. No. 75/524,961 July 24, 1998 Intent-to-Use	Pharmacy services, in Class 42.	Rite Aid Corporation	Notice of Allowance issued 11/30/99; Statement of Use filed 1/24/00. Office Action issued 3/29/00, response due 9/29/00.
RITE AID GARDEN RITE	Ser. No. 75/373,987 October 16, 1997 Intent-to-Use	Lawn and garden chemicals, namely, pesticides and herbicides for domestic use, in Class 5.	Rite Aid Corporation	Per client's instructions allowed to abandon.
RITE AID GARDEN RITE	Ser. No. 75/979,226 October 16, 1997	Fertilizer for domestic use and potting soil, in Class 1; Live flowers, live trees, live shrubs, living vegetable plants, flower bulbs, top soil, mulch and seeds for plants and flowers, in Class 31.	Rite Aid Corporation	Per TRAM, Statement of Use accepted by Examiner; application will register in due course.

COPYRIGHTS REGISTRATION AND COPYRIGHT LICENSES

Please see attached.

PATENTS AND PATENT LICENSES

None

TRADEMARK REGISTRATIONS AND TRADEMARK LICENSES

Please see attached.

PENDING ACTIONS

Please see attached.

TRADEMARK LICENCES

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid Rome Distribution Center, Inc.

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid Distributors, Inc.

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of West Virginia, Inc.

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of South Carolina, Inc.

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Florida, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Alabama, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Connecticut, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Delaware, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Florida, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Georgia, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Indiana, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Kentucky, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Keystone Centers, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Maryland, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Massachusetts, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Michigan, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of New Hampshire, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of New Jersey, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of New York, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of North Carolina, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Ohio, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Pennsylvania, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Rhode Island, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of South Carolina, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Tennessee, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Vermont, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Virginia, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of West Virginia, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid Drug Palace, Inc.

Trademark Licensing Agreement (Regarding K&B mark), dated as of March 5, 1999, between KBS Enterprises Inc. and Rite Aid Corporation.

Pending Actions

1. Potential Opposition by Automed Technologies Inc. Against Rite Aid RAPID SCRIPT Application

Name Rite, L.L.C. currently holds a pending application for the federal registration of the marks RAPIDSCRIPT (Ser. No. 75/541,962), PROMPTSCRIPT (Ser. No. 75/547,199), QUICKFILL (Ser. No. 75/547,599), SCRIPTFAST (Ser. No. 75/547,149) and SWIFTSCRIPT (Ser. No. 75/547,802), all for use in connection with pharmacy services. PCS Health Systems, Inc. ("PCS") currently holds a pending application for the mark PCS FASTFILL (75/741,313) for use in connection with online prescription drug fulfillment services. Beginning in July 1999, Automed Technologies Inc. ("Automed") filed with the Trademark Trial and Appeal Board ("TTAB") of the United States Patent and Trademark Office ("PTO") a series of extensions of time to oppose the registration of the marks held by Name Rite, L.L.C. These extensions are current through the present time.

In November 1999, Rite Aid counsel was contacted by counsel for Automed, who proposed that Rite Aid, PCS and Automed agree to continue to use their respective marks in connection with their respective services without objection by the others, and that none enter into the markets of the others using a similar mark. Rite Aid, PCS and Automed have agreed in principal to the terms under which this matter may be resolved, and the parties are currently finalizing a written Settlement Agreement to dispose of this matter. Resolution is anticipated.

2. Opposition Proceeding Before TTAB Regarding LIFE CHEK Trademark (No. 110,539)

On June 10, 1997, Rite Aid filed an intent-to-use application with the PTO for federal registration of the LIFE CHECK mark for use in connection with the "pharmacy services, namely, monitoring drug interaction" in Class 42 (75/306,055). At the time this application was filed, Rite Aid's former trademark counsel was unaware that on April 11, 1997, another entity, MOI Corp. of Pittsburg, PA, had filed an intent-to-use application for the registration of LIFE CHEK for use in connection with "computer hardware and software for monitoring prescription drug compliance" in Class 9, and "medical devices, namely, calorie sensors and heart rate monitors" in

Class 10. MOI Corp.'s application to register LIFE CHEK was cited by the PTO as an obstacle to Rite Aid's registration of the LIFE CHECK mark.

On May 20, 1998, Rite Aid filed a Notice of Opposition against hat MOI Corp. application to register the LIFE CHEK mark. In March 2000, the parties executed a Settlement Agreement resolving this matter. The Opposition proceeding is currently suspended, and will be terminated pending completion of the parties' respective obligations under the Settlement Agreement.

SENIOR SUBSIDIARY SECURITY AGREEMENT

SENIOR SUBSIDIARY SECURITY AGREEMENT, dated as of June 12, 2000, made by the SUBSIDIARY GUARANTORS identified on the signature pages hereto and any other person that becomes a Subsidiary Guarantor pursuant to the Senior Credit Facility (as such term is defined below) (the "*Grantors*"), in favor of CITICORP USA, INC., a New York banking corporation, as collateral agent (in such capacity, the "*Senior Collateral Agent*") for the Senior Secured Parties.

Reference is made to (a) the Senior Credit Agreement, dated as of June 12, 2000 (as the same may be amended, supplemented or otherwise modified from time to time, the "*Senior Credit Facility*"), among Rite Aid, as Borrower, the Senior Banks parties thereto, the Swingline Banks, the Issuing Banks, the Senior Administrative Agent, the Senior Collateral Agent and the Syndication Agents and (b) the Independent Standby L/C Documents pursuant to which Mellon Bank and Citibank have issued and may in the future issue certain standby letters of credit.

The Senior Banks have agreed to make Loans to the Borrower, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Senior Credit Facility. Mellon Bank and Citibank have issued and may in the future issue the Independent Standby Letters of Credit. Each of the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Senior Credit Facility. The obligations of the Senior Banks to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure the Senior Obligations.

Accordingly, the Grantors and the Senior Collateral Agent, on behalf of itself and each Senior Secured Party (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. *Defined Terms.*

SECTION 1.01. *Definitions.* (a) Unless otherwise defined herein, terms used herein shall have the meanings given in the Definitions Annex attached as Annex 2 hereto, or if not defined therein, as defined in or by reference to the Senior Credit Facility, and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: Chattel Paper and Farm Products.

(b) The following terms shall have the following meanings:

"Account Debtor" includes "Account Debtor" as defined in the Senior Credit Facility and with respect to each Grantor means any person who is or may become obligated to any Grantor with respect to or on account of an Account.

"Accounts" includes Accounts as defined in the Senior Credit Facility and means with respect to each Grantor, any and all right, title and interest of such Grantor to payment for goods and services sold, leased or rendered, including any such right evidenced by Chattel Paper, whether due or to become due, whether or not it has been earned or performed, and whether now or hereafter acquired or arising in the future, including, without limitation, accounts receivable from affiliates of such person, except that "Accounts" shall not include Accounts owned by Affiliates not incorporated or otherwise organized in a state of United States of America.

"Accounts Receivable" means with respect to each Grantor, all right, title and interest of such Grantor to Accounts and all of its right, title and interest in any returned goods, together with all rights, titles, securities and guaranties with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary in each case whether due or become due, whether now or hereafter arising in the future.

"Agreement" means this Senior Subsidiary Security Agreement, as the same may be amended, modified or otherwise supplemented from time to time.

"Blocked Account" means each of the accounts established by the applicable Grantors listed in Section 4 of Schedule 5 to this Agreement and maintained with a Blocked Account Bank pursuant to a Blocked Account Agreement.

"Blocked Account Agreement" means any Blocked Account Agreement between the Senior Collateral Agent and a Blocked Account Bank substantially in the form of Schedule 6 to this Agreement.

"Blocked Account Bank" means any bank or financial institution that is satisfactory to the Senior Collateral Agent that executes and delivers to the Senior Collateral Agent a Blocked Account Agreement.

"Blocked Account Cash Sweep Notice" means a notice in the form attached as Exhibit A to the Blocked Account Agreement.

"Cash Management Accounts" mean, collectively, (a) the Blocked Accounts, (b) the Deposit Accounts, (c) the Concentration Account and (d) the Citibank Concentration Accounts.

"Cash Management System" means the system of cash management described in Schedule 5 to this Agreement.

"Cash Sweep Cash Collateral Account" means the collateral account established as part of the Cash Management System at Citibank and under the sole dominion and control of the Senior Collateral Agent, Account No. 30429836.

"Cash Sweep Notice" means (a) any Blocked Account Cash Sweep Notice and (b) the Concentration Account Cash Sweep Notice.

"Cash Sweep Period" means any period in which funds are transferred from (a) any Blocked Account to the Concentration Account or any Citibank Concentration Account, as applicable, pursuant to a Blocked Account Cash Sweep Notice or (b) the Concentration Account to any Citibank Concentration Account pursuant to a Concentration Account Cash Sweep Notice.

"Citibank Concentration Account" means the account established at Citibank and under sole dominion and control of the Senior Collateral Agent, Account No. 30429828, together with any similar account established at Citibank for the purpose of collecting funds during a Cash Sweep Period.

"Concentration Account" means the account established at The Chase Manhattan Bank and maintained with the Concentration Account Bank pursuant to a Concentration Account Agreement, Account No. 9102750222.

"Concentration Account Agreement" means a Concentration Account Agreement between any Subsidiary Guarantor, the Senior Collateral Agent and a bank or financial institution satisfactory to the Senior Collateral Agent substantially in the form of Schedule 9 to this Agreement.

"Concentration Account Bank" means the bank or financial institution that is satisfactory to the Senior Collateral Agent that executes and delivers to the Senior Collateral Agent a Concentration Account Agreement.

"Concentration Account Cash Sweep Notice" means a notice in the form attached as Exhibit A to the Concentration Account Agreement.

"Contracts" means with respect to each Grantor, all rights of such Grantor under contracts and agreements to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (b) all rights of such Grantor to damages arising out of, or for, breach or default in respect thereof and (c) all rights of such Grantor to exercise all remedies thereunder, in each case to the extent the grant by such Grantor of a security interest pursuant to this Agreement in its rights under such contract or agreement is not validly prohibited without the consent of any other Person, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from all such other Persons (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents) in each case, to

the extent that such Contract relates to any Accounts, Inventory or Intercompany Advances, *provided*, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any such Contract to the extent that an otherwise applicable prohibition on such grant is rendered ineffective by the Uniform Commercial Code .

"Copyrights" means (a) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed in Schedule 4), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (b) the right to obtain all renewals thereof.

"Copyright Licenses" means any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 4), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, and all rights of such Grantor under any such Agreement.

"Deposit Account" means, collectively, (a) the Lockbox Account and (b) the Government Lockbox Account.

"Documents" means with respect to each Grantor, all Instruments, files, records, ledger sheets, and documents covering or relating to any of the Accounts, General Intangibles, Inventory or Proceeds.

"Event of Default" means an "Event of Default" as defined in any Senior Loan Document.

"General Intangibles" means with respect to each Grantor, as defined in the Uniform Commercial Code in effect on the date hereof to the extent, in the case of any General Intangibles arising under any contract or agreement, that the grant by such Grantor of a security interest pursuant to this Agreement in its rights under such contract or agreement is not prohibited without the consent of any other person, or is permitted with consent if all necessary consents to such grant of a security interest have been obtained from all such other persons (it being understood that the foregoing shall not be deemed to obligate such Grantor to obtain such consents) in each case to the extent that such General Intangibles relate to the Accounts, Inventory or Intercompany Advances, *provided*, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any such General Intangible to the extent that an otherwise applicable prohibition on such grant is rendered ineffective by the Uniform Commercial Code, and *provided, further*, that "General Intangibles" shall not include any General Intangibles owned by an Affiliate not incorporated or otherwise organized in a state of the United States.

"Government Lockbox Account" means the deposit account and corresponding lockbox established at Mellon Bank and maintained with a Government Lockbox Account Bank, Account No. 1037294.

"Government Lockbox Account Agreement" means any Government Lockbox Account Agreement between the Senior Collateral Agent and a Government Lockbox Account Bank substantially in the form of Schedule 8 to this Agreement.

"Government Lockbox Account Bank" means any bank or financial institution that is satisfactory to the Senior Collateral Agent that executes and delivers to the Senior Collateral Agent a Government Lockbox Account Agreement.

"Indemnitee" means the Senior Secured Parties and their respective officers, directors, trustees, affiliates and controlling persons.

"Instrument" means an Instrument as defined in the Uniform Commercial Code, insofar as such Instruments evidence Intercompany Advances, Accounts Receivable or proceeds of Inventory.

"Intellectual Property" means the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, inventions, designs, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Advances" means any advances or open accounts owing by the Borrower or any Subsidiary of the Borrower to any Grantor.

"Inventory" means with respect to each Grantor, all right, title and interest of such Grantor in and to goods intended for sale or lease by such Grantor, or consumed in such Grantor's business (including, without limitation, all operating parts and supplies), together with all raw materials and finished goods, whether now owned or hereafter acquired or arising.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule 4 (other than those license agreements in existence on the date hereof and listed on Schedule 4 and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Lockbox Account" means the deposit account and corresponding lockbox established at Mellon Bank and maintained with the Lockbox Account Bank pursuant to a Lockbox Account Agreement, Account No. 0693636.

"Lockbox Account Agreement" means any Lockbox Account Agreement between the Senior Collateral Agent and a Lockbox Account Bank substantially in the form of Schedule 7 to this Agreement.

"Lockbox Account Bank" means any bank or financial institution that is satisfactory to the Senior Collateral Agent that executes and delivers to the Senior Collateral Agent a Lockbox Account Agreement.

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 4, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 4, and (c) all rights to obtain any reissues or extensions of the foregoing.

"Patent License" means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 4.

"Proceeds" means with respect to each Grantor, any consideration received from the sale, exchange, collection or other disposition of any asset or property which constitutes Senior Collateral, any value received as a consequence of the possession of any Senior Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Senior Collateral, and shall include, without limitation, (a) all cash and negotiable instruments received or held on behalf of the Senior Collateral Agent pursuant to Section 5.03, (b) any claim of such Grantor against a third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor and (iii) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all amounts from time to time paid or payable under or in connection with any of the Senior Collateral.

"Senior Collateral" is defined in Section 2 of this Agreement.

"Senior Collateral Account" means any collateral account established by the Senior Collateral Agent as provided in Section 5.03 or Section 8.02.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or

business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 4, and (b) the right to obtain all renewals thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 4.

SECTION 1.2. *Other Definitional Provisions.* (a) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

SECTION 2. *Grant of Security Interest.* As collateral security for the prompt and complete payment and performance when due, whether at the stated maturity, by acceleration, upon one or more dates set for prepayment or otherwise of the obligations of each Grantor under the Senior Subsidiary Guarantee Agreement, such Grantor hereby grants to the Senior Collateral Agent, for the ratable benefit of the Senior Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor (collectively, with respect to each Grantor, the "*Senior Collateral*"):

- (a) the Accounts Receivable and Chattel Paper;
- (b) the Cash Management Accounts and the cash on deposit therein;
- (c) all Contracts;
- (d) all Documents;
- (e) all General Intangibles;
- (f) all Instruments;
- (g) all Intellectual Property;
- (h) all Inventory;

(i) all books and records pertaining to any and all of the foregoing and item (j) herein; and

(j) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

Nothing contained in this Section 2 is intended to limit any Grantor's rights to create Permitted Liens (as defined below). "Senior Collateral" shall not include (i) any contract, lease or license, which, by its terms, validly prohibits the granting of a security interest therein unless a consent to the pledge hereunder has been obtained, provided that each Grantor will use commercially reasonable efforts to obtain any consent necessary thereunder to permit the pledge hereunder, and *provided, further*, that the foregoing limitation shall not affect, limit, restrict or impair the grant by such Grantor of a security interest pursuant to this Agreement in any such Senior Collateral to the extent that an otherwise applicable prohibition on such grant is rendered ineffective by the Uniform Commercial Code or (ii) the Exchange Debt First Priority Collateral. Furthermore, Senior Collateral shall not include any property specified in Section 2(g) above if the granting of a security interest therein would jeopardize the Grantor's rights in any pending intent-to-use applications for Federal Trademark registration.

Such security interests are granted as security only and shall not subject any Senior Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Senior Collateral.

SECTION 3. *Representations and Warranties.* Each Grantor hereby represents and warrants, as to itself and the Senior Collateral in which the security interest is created hereunder, that:

SECTION 3.01. *Title; No Other Liens.* Except for the security interest granted to the Senior Collateral Agent for the ratable benefit of the Senior Secured Parties pursuant to this Agreement and the other Liens permitted to exist pursuant to the Senior Credit Facility (the "*Permitted Liens*"), each Grantor owns each item of the Senior Collateral free and clear of any and all Liens or claims of others (or arrangements reasonably satisfactory to the Senior Collateral Agent have been made for the timely release or discharge of such Liens). No security agreement, financing statement or other public notice with respect to all or any part of such Senior Collateral is on file or of record in any public office, except such as have been filed or will be filed, pursuant to this Agreement, in favor of the Senior Collateral Agent, for the ratable benefit of the Senior Secured Parties, or in respect of Permitted Liens (or arrangements reasonably satisfactory to the Senior Collateral Agent have been made for the timely termination of such agreement or financing statement). Further, no Grantor has intentionally entered into any contract, lease or license in anticipation of this Agreement, which by its terms, validly prohibits the granting of a security interest herein.

SECTION 3.02. *Enforceable Obligation; Perfected, First Priority Security Interests.* This Agreement constitutes a legal, valid and binding obligation of each Grantor, enforceable against such Grantor in accordance with its terms, except as enforceability may be limited by

bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally and except as enforceability may be limited by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and the security interests granted pursuant to this Agreement (a) upon completion of the filings and other actions specified in Schedule 1 hereto (or in the case of Instruments, delivery to the Senior Collateral Agent or its designee) shall constitute fully perfected security interests in the Senior Collateral in favor of the Senior Collateral Agent for the ratable benefit of the Senior Secured Parties, and (b) are prior and superior in right to all other Liens (other than Permitted Liens, to the extent that such Permitted Liens are expressly permitted by the Senior Loan Documents to have priority) on the Senior Collateral in existence on the date hereof.

SECTION 3.03. *Inventory.* The Inventory owned by such Grantor are kept at the locations listed in Schedule 2 hereto, which shall be updated from time to time in accordance with Section 4.05 of this Agreement, or at such other locations as shall be permitted by Section 4.04.

SECTION 3.04. *Chief Executive Office; Jurisdiction of Incorporation.* As of the Closing Date, each Grantor's chief executive office, principal place of business and jurisdiction of incorporation is located at the locations listed in Schedule 10 hereto.

SECTION 3.05. *Farm Products.* None of the Senior Collateral constitutes, or is the Proceeds of, Farm Products (as such term is defined in the Uniform Commercial Code).

SECTION 3.06. *Intellectual Property.* (a) Schedule 4 lists all Intellectual Property owned (and registered with the U.S. Copyright Office or the U.S. Patent and Trademark Office) or licensed by such Grantor in its own name on the date hereof.

(b) On the date hereof, based on information known, or reasonably available to such Grantor, all Intellectual Property material to the conduct of such Grantor's business is valid, subsisting, unexpired and enforceable, has not been abandoned and does not infringe the intellectual property rights of any other person.

(c) Except as set forth in Schedule 4, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

(d) On the date hereof, based on information known, or reasonably available to such Grantor, no holding decision or judgment has been rendered by any Governmental Authority which would materially limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) Except as set forth on Schedule 4, on the date hereof, no action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof (i) seeking to materially limit, cancel or question the validity of any Intellectual Property material to the

conduct of such Grantor's business or such Grantor's ownership interest therein, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Intellectual Property.

SECTION 4. *Covenants.* Each Grantor covenants and agrees with the Senior Secured Parties that, from and after the date of this Agreement until this Agreement is terminated and the security interests created hereby are released:

SECTION 4.01. *Delivery of Instruments.* If an Intercompany Advance owned by such Grantor shall be or become evidenced by any promissory note, or other Instrument, upon the request of the Senior Collateral Agent, such promissory note, or other Instrument shall be immediately delivered to the Senior Collateral Agent, duly indorsed in a manner reasonably satisfactory to the Senior Collateral Agent, to be held as Senior Collateral pursuant to this Agreement.

SECTION 4.02. *Maintenance of Insurance.* Each Grantor shall maintain insurance policies in accordance with the requirements of Section 5.03 of the Senior Credit Facility.

SECTION 4.03. *Maintenance of Perfected Security Interest; Further Documentation.*
(a) Each Grantor shall cause all filings and other actions listed in Schedule 1 to be taken. Each Grantor shall maintain the security interests created by this Agreement as first priority perfected security interests subject only to Permitted Liens, to the extent such Permitted Liens are expressly permitted by the Senior Loan Documents to have priority, and shall defend such security interests against all claims and demands of all persons whomsoever (other than those pursuant to Permitted Liens).

(b) At any time and from time to time, upon the written request of the Senior Collateral Agent, and at the sole expense of a Grantor, such Grantor shall promptly and duly execute and deliver such further instruments and documents and take such further action as the Senior Collateral Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the security interests created hereby.

(c) No Grantor shall intentionally enter into any contract, lease or license in contemplation of this Agreement, which by its terms would validly prohibit the grant of a security interest herein.

SECTION 4.04. *Changes in Locations, Name, etc.* A Grantor shall not, except (x) upon prior written notice to the Senior Collateral Agent and delivery to the Senior Collateral Agent of a written supplement to Schedule 2 showing the additional location or locations at which Inventory shall be kept, and (y) if filings under the Uniform Commercial Code or otherwise have been made which maintain in favor of the Senior Collateral Agent a valid, legal and perfected security interest in the Senior Collateral subject to no liens, other than Permitted Liens,

(a) permit any of the Inventory to be kept at a location other than those listed in Schedule 2 hereto, except for Inventory in transit between locations described in this paragraph (a);

(b) change the location of its chief executive office, principal place of business and jurisdiction of incorporation from that specified in Schedule 10 hereto; or

(c) change its (i) corporate name or any trade name used to identify it in its conduct of business or in the ownership of its properties, (ii) identity or (iii) corporate structure to such an extent that any financing statement filed in favor of the Senior Collateral Agent in connection with this Agreement would become seriously misleading.

SECTION 4.05. *Further Identification of Senior Collateral.* Each Grantor shall furnish to the Senior Collateral Agent from time to time statements and schedules further identifying and describing the Senior Collateral and such other reports in connection with such Senior Collateral as the Senior Collateral Agent may reasonably request, all in reasonable detail.

SECTION 4.06. *Notices.* A Grantor shall advise the Senior Collateral Agent promptly, in reasonable detail, in accordance with Section 13 hereto, of:

(a) any Lien (other than security interests created hereby or Permitted Liens) on any material portion of the Senior Collateral; and

(b) the occurrence of any other event which could reasonably be expected to have a material adverse effect on the security interests created hereby or on the aggregate value of the Senior Collateral.

SECTION 4.07. *Senior Collateral Agent's Liabilities and Expenses; Indemnification.*

(a) Notwithstanding anything to the contrary provided herein, neither the Senior Collateral Agent nor any other Senior Secured Party assumes any liabilities with respect to any claims regarding each Grantor's ownership (or purported ownership) of, or rights or obligations (or purported rights or obligations) arising from, the Senior Collateral or any use (or actual or alleged misuse) whether arising out of any past, current or future event, circumstance, act or omission or otherwise, or any claim, suit, loss, damage, expense or liability of any kind or nature arising out of or in connection with the Senior Collateral or the production, marketing, delivery, sale or provision of goods or services under or in connection with any of the Senior Collateral. All of such liabilities shall, as between the Senior Collateral Agent, the Senior Secured Parties and the Grantors, be borne exclusively by the Grantors unless such liability arises from the gross negligence or willful misconduct of the Senior Collateral Agent or any Senior Secured Party.

(b) Each Grantor hereby agrees to pay all reasonable expenses of the Senior Collateral Agent and the other Senior Secured Parties and to indemnify the Senior Collateral Agent and the other Senior Secured Parties with respect to any and all losses, claims, damages, liabilities and related expenses in respect of this Agreement or the Senior Collateral in each case to the extent

and under the circumstances the Borrower is required to do so pursuant to Section 9.03 of the Senior Credit Facility.

(c) Any amounts payable as provided hereunder shall be additional Senior Obligations secured hereby and by the other Senior Collateral Documents. Without prejudice to the survival of any other agreements contained herein, all indemnification and reimbursement obligations contained herein shall survive the Senior Obligation Payment Date and the termination of this Agreement.

SECTION 4.08. *Intellectual Property.* (a) Each relevant Grantor (either itself or through licensees) will (i) continue to use each Trademark material to the conduct of such Grantor's business, to the extent that such Grantor's business operations continue as to the said goods and/or services (subject to such Grantor's reasonable business judgment), sufficient to avoid unintentional abandonment of any rights in such Trademarks, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not knowingly adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Senior Collateral Agent, for the ratable benefit of the Senior Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not knowingly (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark material to the conduct of Grantor's business may become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any Patent material to the conduct of Grantor's business may become forfeited, abandoned or dedicated to the public.

(c) Such Grantor (either itself or through licensees) will not knowingly (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any portion of the Copyrights material to the conduct of Grantor's business may become invalidated or otherwise impaired or fall into the public domain.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other person.

(e) In a status report provided to the Senior Collateral Agent on a quarterly basis ("*Quarterly Status Report*"), such Grantor will indicate whether any application or registration relating to any material Intellectual Property has been forfeited, abandoned or dedicated to the public, or of any such determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding such Grantor's ownership of, or the validity of, any material Intellectual Property or such Grantor's right to register the same or to own and maintain the same.

(f) In the Quarterly Status Report provided to the Senior Collateral Agent pursuant to Section 4.08(e), such Grantor will report whenever such Grantor, either by itself or through any agent, employee, licensee or designee, has filed an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof. Upon request of the Senior Collateral Agent, such Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Senior Collateral Agent may request to evidence the Senior Collateral Agent's and Senior Secured Parties' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Intellectual Property material to the conduct of Grantor's business, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any Intellectual Property material to the conduct of Grantor's business is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Senior Collateral Agent after it learns thereof and take all reasonable steps to protect its interests, which may include bringing suit for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

SECTION 4.09. *Cash Management System.* (a) The Grantors shall at all times maintain, and each Subsidiary Guarantor shall comply with its obligations under, the Cash Management System.

(b) Each Grantor shall use its commercially reasonable efforts to cause any applicable third party to effectuate the Cash Management System.

SECTION 5. *Provisions Relating to Accounts.*

SECTION 5.01. *Grantors Remain Liable under Accounts.* Anything herein to the contrary notwithstanding, a Grantor shall remain liable under each of the Accounts to observe and perform all the material conditions and material obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account. No Senior Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Senior Collateral Agent or any Senior Secured Party of any payment relating to such Account pursuant hereto, nor shall any Senior Secured Party be obligated in any manner to perform any of

the obligations of a Grantor under or pursuant to any Account (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

SECTION 5.02. *Analysis of Accounts.* In addition to its rights under the Senior Credit Facility, the Senior Collateral Agent shall have the right upon the occurrence and during the continuance of an Event of Default to make test verifications of the Accounts in any manner and through any medium that it considers reasonably advisable, and each Grantor shall furnish all such assistance and information as the Senior Collateral Agent may reasonably require in connection with such test verifications. At any time and from time to time upon the occurrence and during the continuance of an Event of Default, upon the Senior Collateral Agent's reasonable request and at the expense of each Grantor, each Grantor shall immediately request and use commercially reasonable efforts to cause independent public accountants or others reasonably satisfactory to the Senior Collateral Agent to furnish to the Senior Collateral Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts. Upon the occurrence and during the continuance of an Event of Default, the Senior Collateral Agent in its own name or in the name of others may communicate with Account Debtors on the Accounts to verify with them to the Senior Collateral Agent's reasonable satisfaction the existence, amount and terms of any Accounts and to direct all payments to the Senior Collateral Agent. To the extent reasonably practicable the Senior Collateral Agent will seek to take such actions through third parties.

SECTION 5.03. *Collections on Accounts.* (a) The Senior Collateral Agent hereby authorizes each Grantor to collect the Accounts, and the Senior Collateral Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Senior Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by a Grantor during the continuance of such an Event of Default, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Senior Collateral Agent if required, in a Senior Collateral Account maintained under the sole dominion and control of and on terms and conditions reasonably satisfactory to the Senior Collateral Agent, subject to withdrawal by the Senior Collateral Agent as provided in Section 8.03, and (ii) until so turned over, shall be held by such Grantor in trust for the Senior Secured Parties, segregated from other funds of such Grantor.

(b) At the Senior Collateral Agent's request after the occurrence and during the continuance of an Event of Default, each Grantor shall deliver to the Senior Collateral Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Accounts, including, without limitation, all original orders, invoices and shipping receipts.

SECTION 5.04. *Representations and Warranties.* As of the Closing Date, the place where each Grantor keeps its records concerning the Accounts is at the location listed in Schedule 3 hereto.

SECTION 5.05. *Covenants.* (a) The amount represented by each Grantor to the Senior Secured Parties from time to time as owing by each account debtor or by all Account Debtors in respect of the Accounts shall at such time be in all material respects the correct amount actually owing by such Account Debtor or debtors thereunder.

(b) Upon the occurrence and during the continuance of an Event of Default, a Grantor shall not grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business.

(c) Unless a Grantor shall deliver prior written notice, identifying the change of location for its books and records, such Grantor shall not remove its books and records from the location specified in Schedule 3.

SECTION 6. [Intentionally Reserved]

SECTION 7. *Provisions Relating to Contracts.*

SECTION 7.01. *Grantors Remain Liable under Contracts.* Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each Contract to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions of such Contract. No Senior Secured Party shall have any obligation or liability under any Contract by reason of or arising out of this Agreement or the receipt by any such Senior Secured Party of any payment relating to such Contract pursuant hereto, nor shall any Senior Secured Party be obligated in any manner to perform any of the obligations of a Grantor under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

SECTION 7.02. *Communication With Contracting Parties.* Upon the occurrence and during the continuance of an Event of Default, the Senior Collateral Agent in its own name or in the name of its nominee may communicate with parties to the Contracts to verify with them to the Senior Collateral Agent's reasonable satisfaction the existence, amount and terms of any Contracts. To the extent reasonably practicable the Senior Collateral Agent will seek to take such actions through third parties.

SECTION 8. *Remedies.*

SECTION 8.01. *Notice to Account Debtors and Contract Parties.* Upon the request of the Senior Collateral Agent at any time after the occurrence and during the continuance of an Event of Default, a Grantor shall notify Account Debtors on the Accounts and parties to the Contracts that the Accounts and the Contracts have been assigned to the Senior Collateral Agent for the ratable benefit of the Senior Secured Parties and that payments in respect thereof during the continuance of such an Event of Default shall be made directly to the Senior Collateral Agent.

SECTION 8.02. *Proceeds to be Turned Over To Senior Collateral Agent.* In addition to the rights of the Senior Collateral Agent and the Senior Secured Parties specified in Section 5.03 with respect to payments of Accounts, if an Event of Default shall occur and be continuing all Proceeds received by a Grantor consisting of cash, checks and other near-cash items shall upon the Senior Collateral Agent's request be held by such Grantor in trust for the Senior Secured Parties, segregated from other funds of such Grantor, and shall, upon the Senior Collateral Agent's request (it being understood that the exercise of remedies by the Senior Secured Parties in connection with an Event of Default under Section 6.01(g) and Section 6.01(h) of the Senior Credit Facility shall be deemed to constitute a request by the Senior Collateral Agent for the purposes of this sentence) forthwith upon receipt by such Grantor, be turned over to the Senior Collateral Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Senior Collateral Agent, if required) and held by the Senior Collateral Agent in a Senior Collateral Account maintained under the sole dominion and control of the Senior Collateral Agent and on terms and conditions reasonably satisfactory to the Senior Collateral Agent. All Proceeds while held by the Senior Collateral Agent in a Senior Collateral Account (or by such Grantor in trust for the Senior Collateral Agent and the Senior Secured Parties) shall subject to Section 8.03 continue to be held as collateral security for all the Senior Obligations and shall not constitute payment thereof until applied as provided in Section 8.03.

SECTION 8.03. *Application of Proceeds.* (a) So long as the Collateral Trust and Intercreditor Agreement is in effect, following a Triggering Event (as defined therein), the proceeds of any sale or other realization upon any Collateral will be applied as set forth in the Collateral Trust and Intercreditor Agreement.

(b) At all times when the Collateral Trust and Intercreditor Agreement is not in effect, the proceeds of any sale or other realization upon any Collateral following an Event of Default will be applied as soon as practicable after receipt as follows:

FIRST: to the Senior Collateral Agent in an amount equal to the fees and expenses of the Senior Collateral Agent pursuant to this Agreement and the Senior Credit Facility that are unpaid as of the applicable date of receipt of such proceeds, and to any Senior Secured Party which has theretofore advanced or paid any such fees and expenses of the Senior Collateral Agent in an amount equal to the amount thereof so advanced or paid by such Senior Secured Party pro rata based on the amount of such fees and expenses (or such advances or payment);

SECOND: to the Senior Collateral Agent to reimburse any amounts owing to the Senior Collateral Agent pursuant to Section 9.03;

THIRD: to the Senior Collateral Agent, for distribution to the Senior Secured Parties to be applied to the payment of the Senior Obligations then due and owing, pro rata based on the amount of Senior Obligations then due and owing (after giving effect to any payments previously made under this Section), until all of the Senior Obligations then due and owing have been paid in full; and

FOURTH: after payment in full of all Senior Obligations, to Rite Aid and the Grantors or their successors or assigns, as their interests may appear, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

SECTION 8.04. *Uniform Commercial Code Remedies.* If an Event of Default shall have occurred and be continuing, the Senior Collateral Agent, on behalf of the Senior Secured Parties may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Senior Obligations, all rights and remedies of a senior secured party under the Uniform Commercial Code. Without limiting the generality of the foregoing, the Senior Collateral Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon a Grantor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Senior Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Senior Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of any Senior Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. Any Senior Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Senior Collateral so sold, free of (to the extent permitted by law) any right or equity of redemption in a Grantor, which right or equity is hereby, to the extent permitted by law, waived or released. Each Grantor further agrees, at the Senior Collateral Agent's request, to assemble the Senior Collateral and make it available to the Senior Collateral Agent at places which the Senior Collateral Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Senior Collateral Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses incurred therein or incidental to the care or safekeeping of any of such Senior Collateral or reasonably relating to such Senior Collateral or the rights of the Senior Collateral Agent and the Senior Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Senior Obligations, in accordance with Section 8.03, and only after such application and after the payment by the Senior Collateral Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Uniform Commercial Code, need the

Senior Collateral Agent account for the surplus, if any, to such Grantor. If any notice of a proposed sale or other disposition of such Senior Collateral shall be required by law, such notice shall be in writing and deemed reasonable and proper if given at least 10 days before such sale or other disposition.

The Senior Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Senior Collateral by the Senior Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Senior Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Senior Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Senior Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 8.05. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Senior Collateral Agent to exercise rights and remedies under this Article at such time as the Senior Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Senior Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Senior Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Senior Collateral Agent shall be exercised, at the option of the Senior Collateral Agent, solely upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Senior Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 8.06. *Waiver; Deficiency.* Each Grantor waives and agrees not to assert any rights or privileges it may acquire under Section 9-112 of the Uniform Commercial Code. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Senior Collateral are insufficient to pay the Senior Obligations and the reasonable fees and disbursements of any attorneys employed by any Senior Secured Party to collect such deficiency.

SECTION 8.07. *Cash Sweep Remedies.* The Senior Collateral Agent, on behalf of the Senior Secured Parties is entitled to exercise all rights and remedies granted to them in respect of the Cash Management Accounts in accordance with Schedule 5 of this Agreement.

SECTION 9. *Senior Collateral Agent's Appointment as Attorney-in-Fact; Senior Collateral Agent's Performance of Grantors' Obligations.*

SECTION 9.01. *Powers.* Each Grantor hereby irrevocably constitutes and appoints the Senior Collateral Agent and any officer or agent thereof, with full power of substitution, during the continuance of an Event of Default, as its true and lawful attorney-in-fact, with full

irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name from time to time in the Senior Collateral Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Grantor hereby gives the Senior Collateral Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following upon the occurrence and during the continuance of an Event of Default:

(a) in the name of such Grantor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Senior Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Senior Collateral Agent for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Senior Collateral whenever payable;

(b) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Senior Collateral Agent may request to evidence the Senior Collateral Agent's and the Senior Secured Parties' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(c) to pay or discharge taxes and Liens levied or placed on or threatened against the Senior Collateral (other than Permitted Liens), to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof;

(d) to execute, in connection with any sale provided for in Section 8.04 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Senior Collateral;

(e)(i) to direct any party liable for any payment under any of the Senior Collateral to make payment of any and all moneys due or to become due thereunder directly to the Senior Collateral Agent or as the Senior Collateral Agent shall direct; (ii) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Senior Collateral; (iii) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Senior Collateral; (iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Senior Collateral or any thereof and to enforce any other right in respect of any Senior Collateral; (v) to defend any suit, action or proceeding brought against any Grantor with respect to any Senior Collateral; (vi) to settle,

compromise or adjust any such suit, action or proceeding and, in connection therewith, to give such discharges or releases as the Senior Collateral Agent may deem appropriate; (vii) to the extent permitted by applicable law, assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains); and (viii) generally, to use, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Senior Collateral as fully and completely as though the Senior Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Senior Collateral Agent's option and at the expense of such Grantor, at any time, or from time to time, all acts and things which the Senior Collateral Agent reasonably deems necessary to protect, preserve or realize upon such Senior Collateral and the Senior Collateral Agent's and the Senior Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do; and

(f) to file any Uniform Commercial Code financing statement, or to take such other steps, required to perfect or confirm the perfection of any security interest described herein.

SECTION 9.02. *Performance by Senior Collateral Agent of Grantor's Obligations.* If any Grantor fails to perform or comply with any of its agreements contained herein, the Senior Collateral Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

SECTION 9.03. *Grantor's Reimbursement Obligation.* The expenses of the Senior Collateral Agent and any other Senior Secured Party, as applicable, reasonably incurred in connection with actions undertaken as provided in this Section 9, together with interest thereon at a rate per annum equal to the default rate of interest set forth in Section 2.07 of the Senior Credit Facility, from the date payment is demanded by the Senior Collateral Agent to the date reimbursed by such Grantor, shall be payable by the Borrower to the Senior Collateral Agent on demand.

SECTION 9.04. *Ratification; Power Coupled With An Interest.* Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

SECTION 10. *Duty of Senior Collateral Agent.* The Senior Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Senior Collateral in its possession, under Section 9-207 of the Uniform Commercial Code or otherwise, shall be to deal with it in the same manner as the Senior Collateral Agent deals with similar property for its own account. No Senior Secured Party nor any of its respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Senior Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Senior Collateral upon the request of a Grantor or any other person or to take any other action

whatsoever with regard to the Senior Collateral or any part thereof. The powers conferred on the Senior Secured Parties hereunder are solely to protect the Senior Secured Parties' interests in the Senior Collateral and shall not impose any duty upon any Senior Secured Party to exercise any such powers. The Senior Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

SECTION 11. *Execution of Financing Statements.* Pursuant to Section 9-402 of the Uniform Commercial Code, each Grantor authorizes the Senior Collateral Agent to file financing statements with respect to the Senior Collateral without the signature of such Grantor in such form and in such filing offices as the Senior Collateral Agent reasonably determines appropriate to perfect the security interests of the Senior Collateral Agent under this Agreement. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

SECTION 12. *Authority of Senior Collateral Agent.* Each Grantor acknowledges that the rights and responsibilities of the Senior Collateral Agent under this Agreement with respect to any action taken by the Senior Collateral Agent or the exercise or non-exercise by the Senior Collateral Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Senior Collateral Agent and the other Senior Secured Parties, be governed by the Senior Credit Facility and by such other agreements with respect thereto as may exist from time to time among them but, as between the Senior Collateral Agent and the Grantors, the Senior Collateral Agent shall be conclusively presumed to be acting as agent for the other Senior Secured Parties with full and valid authority so to act or refrain from acting.

SECTION 13. *Notices.* All notices, requests and demands to or upon the Senior Secured Parties or the Grantors under this Agreement shall be given or made in accordance with Section 9.01 of the Senior Credit Facility and addressed as follows:

(a) if to the Senior Collateral Agent, in accordance with Section 9.01 of the Senior Credit Facility;

(b) if to any Grantor, c/o the Borrower at the address of the Borrower specified in Annex 2 Senior Credit Facility.

SECTION 14. *Security Interest Absolute.* All rights of the Senior Collateral Agent hereunder, the security interest and all obligations of the Grantors hereunder shall be absolute and unconditional.

SECTION 15. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Senior Loan Document shall be considered to have been relied upon by the Senior Secured Parties and shall survive the

making by the Senior Banks of the Loans, the execution and delivery to the Senior Banks of the Senior Loan Documents and the issuance of any Letters of Credit, regardless of any investigation made by the Senior Secured Parties or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or L/C Disbursement, or any other Senior Obligation is outstanding and unpaid and so long as any Letter of Credit or Independent Standby Letter of Credit is outstanding and so long as the Commitments have not been terminated.

SECTION 16. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER SENIOR LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY 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, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.

SECTION 17. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Senior Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Obligor or any Senior Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or the other Senior Loan Documents against any Grantor or any Senior Secured Party or its properties in the courts of any jurisdiction.

(b) Each Grantor and each Senior Secured Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Senior Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 13. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 18. *Release.* (a) This Agreement and the security interest created hereunder shall terminate when all Senior Obligations have been fully and indefeasibly paid and when the Senior Secured Parties have no further Commitments under the Senior Credit Facility and no Letters of Credit or Independent Standby Letters of Credit are outstanding, at which time the Senior Collateral Agent shall execute and deliver to each Grantor, or to such person or persons as such Grantor shall reasonably designate, all Uniform Commercial Code termination statements and similar documents prepared by such Grantor at its expense which such Grantor shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 18(a) shall be without recourse to or warranty by the Senior Collateral Agent.

(b) All Senior Collateral used, sold, transferred or otherwise disposed of in accordance with the terms of the Senior Credit Facility and the Collateral Trust and Intercreditor Agreement (including pursuant to a waiver or amendment of the terms thereof) shall be used, sold, transferred or otherwise disposed of free and clear of the Lien and the security interest created hereunder. In connection with the foregoing, (i) the Senior Collateral Agent shall execute and deliver to each Grantor, or to such person or persons as such Grantor shall reasonably designate, all Uniform Commercial Code termination statements and similar documents prepared by such Grantor at its expense which such Grantor shall reasonably request to evidence the release of the Lien and security interest created hereunder with respect to such Senior Collateral and (ii) any representation, warranty or covenant contained herein relating to such Senior Collateral shall no longer be deemed to be made with respect to such used, sold, transferred or otherwise disposed Senior Collateral.

SECTION 19. *Severability.* Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereunder shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 20. *Amendments in Writing; No Waiver.* (a) None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantors and the Senior Collateral Agent, *provided* that any provision of this Agreement may be waived by the Majority Senior Parties pursuant to a letter or agreement executed by the Senior Collateral Agent or by telecopy transmission from the Senior Collateral Agent, except any amendment or waiver which materially adversely affects the Independent Standby L/C Parties under this Agreement will require the additional consent of the

Independent Standby L/C Parties pursuant to a letter or agreement by the Independent Standby L/C Parties or by telecopy transmission from the Independent Standby L/C Parties.

(b) No Senior Secured Party shall by any act (except by a written instrument pursuant to Section 20 hereof) or delay be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Senior Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Senior Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which such Senior Secured Party would otherwise have on any future occasion.

SECTION 21. *Remedies Cumulative.* The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

SECTION 22. *Section Headings.* The section and Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

SECTION 23. *Successors and Assigns.* This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of each Grantor and the Senior Secured Parties and their successors and assigns, *provided* that this Agreement may not be assigned by any Grantor without the prior written consent of the Senior Collateral Agent.

SECTION 24. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 25. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract.

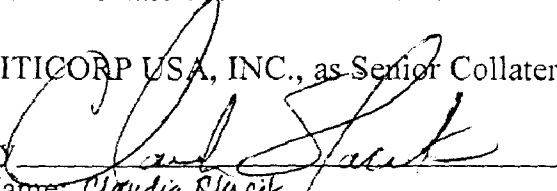
SECTION 26. *Additional Grantors.* Pursuant to Section 5.08 of the Senior Credit Facility, each Domestic Subsidiary that was not in existence or not a Domestic Subsidiary on the date thereof is required to enter into this Agreement as a Grantor upon becoming a Domestic Subsidiary. Upon execution and delivery, after the date hereof, by the Senior Collateral Agent and such Domestic Subsidiary of an instrument in the form of Annex 1, such Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor hereunder. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 27. *Patient Confidentiality.* The Senior Collateral Agent hereby agrees on behalf of itself and each Senior Secured Party and any of their designees and assigns to, and shall take all reasonable steps to, comply with all applicable state or federal laws or administrative regulations regarding the confidentiality of patient records and patient medical information it receives in connection with the transactions described in this Agreement.

SECTION 28. *Collateral Trust and Intercreditor Agreement.* Notwithstanding anything herein to the contrary, the terms of this Agreement, and the rights of the Senior Collateral Agent and the Senior Secured Parties hereunder, are subject to the Collateral Trust and Intercreditor Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Senior Subsidiary Security Agreement to be duly executed and delivered as of the date first above written.

CITICORP USA, INC., as Senior Collateral Agent,

By 
Name: *Claudia Blacik*
Title: *Managing Director*

THRIFTY PAYLESS, INC., as a Grantor,

By _____
Name:
Title:

PCS HEALTH SYSTEMS, INC., as a Grantor,

By _____
Name:
Title:

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE A HERETO, as Grantors,

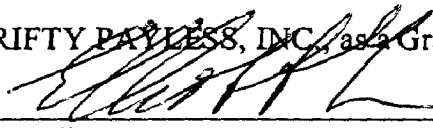
By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Senior Subsidiary Security Agreement to be duly executed and delivered as of the date first above written.

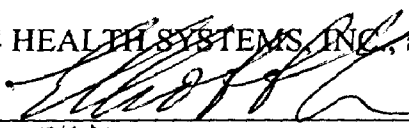
CITICORP USA, INC., as Senior Collateral Agent,

By _____
Name:
Title:

THRIFTY PAYLESS, INC., as a Grantor,

By 
Name: Elliott Gerson
Title:

PCS HEALTH SYSTEMS, INC., as a Grantor,

By 
Name: Elliott Gerson
Title:

EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE A I HERETO, as Grantors,

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has caused this Senior Subsidiary Security Agreement to be duly executed and delivered as of the date first above written.

CITICORP USA, INC., as Senior Collateral Agent,

By _____
Name:
Title:

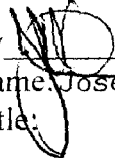
THRIFTY PAYLESS, INC., as a Grantor,

By _____
Name:
Title:

PCS HEALTH SYSTEMS, INC., as a Grantor,

By _____
Name:
Title:

EACH OF THE SUBSIDIARIES LISTED ON
SCHEDULE A HERETO, as Grantors,

By  _____
Name: Joseph J. Notarianni, Jr.
Title:

Schedules:

Annex 1	Supplement
Annex 2	Definitions Annex
Schedule A	Subsidiary Guarantors
Schedule 1	Filings and Other Actions Required to Perfect Security Interests
Schedule 2	Inventory
Schedule 3	Records of Accounts
Schedule 4	Copyrights and Copyright Licenses; Patents and Patent Licenses; and Trademarks and Trademark Licenses
Schedule 5	Cash Management System
Schedule 6	Form of Blocked Account Agreement
Schedule 7	Form of Lockbox Account Agreement
Schedule 8	Form of Government Lockbox Account Agreement
Schedule 9	Form of Concentration Agreement
Schedule 10	Perfection Certificate

SUPPLEMENT NO. dated as of [] (this "*Supplement*") to the Senior Subsidiary Security Agreement dated as of June 12, 2000 (the "*Senior Subsidiary Security Agreement*"), between the SUBSIDIARIES GUARANTORS identified on the signature pages thereto and any other person that becomes a Subsidiary Guarantor (the "*Grantors*"), in favor of CITICORP USA, INC., a New York banking corporation, as collateral agent (the "*Senior Collateral Agent*") for the Senior Secured Parties.

A. Reference is made to the (a) Senior Credit Agreement dated as of June 12, 2000 (as amended or modified from time to time, the "*Senior Credit Agreement*"), among Rite Aid, as Borrower, the Senior Banks parties thereto, the Swingline Banks, the Issuing Banks, the Senior Administrative Agent, the Senior Collateral Agent and the Syndication Agents, (b) the Independent Standby L/C Documents pursuant to which Mellon Bank and Citibank have issued and may in the future issue certain letters of credit and (c) the Senior Subsidiary Security Agreement dated as of June 12, 2000, among the Subsidiary Guarantors and the Senior Collateral Agent.

B. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Senior Subsidiary Security Agreement, including the Definitions Annex and the Senior Credit Facility referred to therein.

C. The Grantors have entered into the Senior Subsidiary Security Agreement in order to induce the Senior Banks to make Loans and induce the Issuing Banks to issue Letters of Credit pursuant to, and upon the terms and subject to the conditions specified in, the Senior Credit Facility. Pursuant to Section 5.08 of the Senior Credit Facility, each Domestic Subsidiary that was not in existence or not a Domestic Subsidiary on the date thereof is required to enter into the Senior Subsidiary Security Agreement as a Grantor upon becoming a Domestic Subsidiary. Section 26 of the Senior Subsidiary Security Agreement provides that additional Domestic Subsidiaries may become Grantors under the Senior Subsidiary Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the "*New Grantor*") is a Domestic Subsidiary and is executing this Supplement in accordance with the requirements of the Senior Credit Facility to become a Grantor under the Senior Subsidiary Security Agreement in order to induce the Senior Banks to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Senior Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 26 of the Senior Subsidiary Security Agreement, the New Grantor by its signature below becomes a Grantor under the Senior Subsidiary Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby agrees to all the terms and provisions of the Senior Subsidiary Security Agreement applicable to it as a Grantor thereunder. Each reference to a "Grantor" in the Senior Subsidiary Security Agreement shall be deemed to include the New Grantor. The Senior Subsidiary Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Senior Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and equitable principles of general applicability.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Supplement shall become effective when the Senior Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Senior Collateral Agent.

SECTION 4. Except as expressly supplemented hereby, the Senior Subsidiary Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Senior Subsidiary Security Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in the Senior Credit Facility. All communications and notices hereunder to the New Grantor shall be given to it c/o the Borrower as set forth in Section 9.01 of the Senior Credit Facility.

IN WITNESS WHEREOF, the New Grantor and the Senior Collateral Agent have
duly executed this Supplement to the Senior Subsidiary Security Agreement as of the day
and year first above written.

[NAME OF NEW GRANTOR],

by _____

Name:

Title:

CITICORP USA, INC., as Senior Collateral Agent,

by _____

Name:

Title:

DEFINITIONS ANNEX

This is the Definitions Annex referred to in the Senior Loan Documents (such term and each other capitalized term used herein as defined below, and if not defined herein, have the meanings assigned to such terms in the applicable Senior Loan Document or Second Priority Debt Document) and the Second Priority Debt Documents. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

References to any agreement or contract are to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms thereof and of each Senior Loan Document and Second Priority Debt Document containing restrictions or imposing conditions on the amendment, modification or supplementing of such agreement or contract.

"*Affiliate*" means, when used with respect to a specified 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.

"*Asset Sale*" means any sale, transfer or other disposition (including pursuant to a Sale and Leaseback Transaction) of any property or asset of the Borrower or any Subsidiary (including any equity interest in a Subsidiary), other than a Permitted Disposition

"*Attributable Debt*" means, as to any particular Capital Lease or Sale and Leaseback Transaction under which the Borrower or any Subsidiary is at the time liable, at any date as of which the amount thereof is to be determined (i) in the case of a transaction involving a Capital Lease, the amount on such date of the obligation thereunder that would appear on a balance sheet prepared as of such date in accordance with generally accepted accounting principles, or (ii) in the case of a Sale and Leaseback Transaction not involving a Capital Lease, the then present value of the minimum rental obligations under such Sale and Leaseback Transaction during the remaining term thereof (after giving effect to any extensions at the option of the lessor) computed by discounting the respective rental payments at the actual interest factor included in such payments or, if such interest factor cannot be readily determined, at the rate per annum that would be applicable to a Capital Lease of the Borrower having similar payment terms. The amount of any rental payment required to be made under any such Sale and Leaseback Transaction not involving a Capital Lease may exclude amounts required to be paid by the lessee on account of maintenance and repairs, insurance, taxes, assessments, utilities, operating and labor costs and similar charges, whether or not characterized as rent.

"*Bankruptcy Proceeding*" means any proceeding under Title 11 of the U.S. Code or any other Federal, state or foreign bankruptcy, insolvency, reorganization, receivership or similar law.

"*Basket Asset Sale*" means any sale or disposition (including a Sale and Leaseback Transaction not involving any Mortgaged Property) of office locations, stores or other personal or real property (including any improvements thereon), whether or not constituting Mortgaged Property, or leasehold interest therein for fair value in the ordinary course of business consistent with past practice and not inconsistent with the Borrower's business plan delivered to the Representatives on the Closing Date, *provided, however*, that, (i) the aggregate consideration received therefor (including the fair market value of any non-cash consideration) shall not exceed \$75,000,000 in any fiscal year (calculated without regard to Sale and Leaseback Transactions permitted by Section 5.14(a), (b) and (c) of the Senior Credit Facility as in effect on the Closing Date) and (ii) at least 75% of such consideration shall consist of cash.

"*Borrower*" means Rite Aid.

"*Business Day*" means any day other than a Saturday, Sunday or day on which banks in New York City are authorized or required by law to close; *provided, however*, that when used in connection with a Euro-Dollar Loan, the term "*Business Day*" shall also exclude any day on which banks are not open for dealings in dollar deposits in the London interbank market.

"*Capital Markets Transaction*" means the receipt by the Borrower or a Subsidiary of proceeds of an issuance in the public or private capital markets of long-term debt securities, of equity securities or of equity-linked (*e.g.*, trust preferred) securities (other than any proceeds in respect of the issuance of Exchange Notes to SPV and the disposition of such Exchange Notes pursuant to the Forward Commitment Agreement).

"*Casualty/Condemnation*" means any event that gives rise to Casualty/Condemnation Proceeds.

"*Casualty/Condemnation Proceeds*" means

(a) any insurance proceeds under any insurance policies or otherwise with respect to any casualty or other insured damage to any assets of the Borrower or its Subsidiaries, and

(b) any proceeds received by the Borrower or any Subsidiary of any action or proceeding for the taking of any assets of the Borrower or its Subsidiaries, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, by reason of any similar public improvement or condemnation proceeding,

less, in each case (i) any fees, commissions and expenses (including the costs of adjustment and condemnation proceedings) and other costs paid or incurred by the Borrower or any Subsidiary in connection therewith, (ii) income taxes reasonably estimated to be payable as a result of any gain recognized in connection with the receipt of such payment or proceeds and (iii) payment of the outstanding amount of any Debt (or Attributable Debt), other than the Secured Obligations, together with premium or penalty, if any, and interest thereon (or comparable obligations in respect of Attributable Debt), that is secured by a Lien on (or if Attributable Debt, the lease of)

the stock or assets in question and that has priority over both the Senior Lien and the Second Priority Lien and is to be repaid as a result of receipt of such payments or proceeds; *provided, however*, that no such proceeds shall constitute Casualty/Condemnation Proceeds to the extent that such proceeds are (A) reinvested in other like fixed or capital assets within 180 days of the Casualty/Condemnation that gave rise to such proceeds or (B) committed to be reinvested in other like fixed or capital assets within 180 days of such Casualty/Condemnation, with diligent pursuit of such reinvestment, and reinvested in such assets within 365 days of such Casualty/Condemnation.

"*Citibank*" means Citibank, N.A.

"*Citibank Standby L/C Documents*" means the reimbursement agreements, letter of credit applications and other documents relating to the Citibank Standby Letters of Credit.

"*Citibank Standby L/C Obligations*" means (a) each payment, including payments in respect of reimbursements and cash collateralization, required to be made by Rite Aid under the Citibank Standby L/C Documents in respect of Citibank Standby Letters of Credit in an aggregate amount at any time outstanding not in excess of (i) \$8,000,000 *minus* (ii) the cumulative amount of proceeds of Collateral applied to such obligations as the result of the exercise of remedies under the Senior Collateral Documents and (b) all other monetary obligations, including fees, costs, expenses and indemnities (including interest and monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) of Rite Aid or any Obligor under the Citibank Standby L/C Documents to the extent attributable to the Citibank Standby Letters of Credit referred to in clause (a).

"*Citibank Standby Letters of Credit*" means the standby letters of credit issued for the account of the Borrower by Citibank outstanding on the Closing Date in an aggregate face amount of approximately \$8,000,000, together with any standby letter of credit (other than any letter of credit issued under the Senior Credit Facility) hereafter issued by Citibank for the account of any Obligor, *provided* that the Citibank Standby Letters of Credit shall be limited to an amount at any time outstanding not in excess of (i) \$8,000,000 *minus* (ii) the cumulative amount of proceeds of Collateral applied as the result of the exercise of remedies under the Senior Collateral Documents to reimbursement and cash collateralization obligations in respect of Citibank Standby Letters of Credit.

"*Closing Date*" means the date on which the Senior Credit Facility, the amendments and restatements giving rise to the Existing Facilities and the exchange offer and other transactions giving rise to the Exchange Notes become effective.

"*Collateral*" means the Senior Collateral and the Second Priority Collateral.

"*Collateral Documents*" means (a) the Senior Collateral Documents and (b) the Second Priority Collateral Documents.

"Collateral Trust and Intercreditor Agreement" means the Collateral Trust and Intercreditor Agreement, dated as of June 12, 2000, among Rite Aid, the Subsidiary Guarantors, the Second Priority Collateral Trustee, the Senior Collateral Agent and each Second Priority Representative.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms *"Controlling"* and *"Controlled"* shall have meanings correlative thereto.

"Debt" of any Person means at any date, without duplication, (i) all obligations of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) all obligations of such Person as lessee which are capitalized in accordance with generally accepted accounting principles, (v) all non-contingent obligations of such Person to reimburse any bank or other Person in respect of amounts paid under a letter of credit or similar instrument, (vi) all Debt secured by a Lien on any asset of such Person, whether or not such Debt is otherwise an obligation of such Person, and (vii) all Debt of others Guaranteed by such Person.

"Debt Facility" means any of the Senior Credit Facility, the Existing Facilities, the Synthetic Lease Facilities and the Exchange Note Indenture.

"Default Rate" means a rate per annum (computed on the basis of the actual number of days elapsed over a year of 365 or 366 days, as the case may be) equal to the sum of (a) the rate of interest publicly announced by Citibank in New York, New York, from time to time as its "base rate", plus (b) 2.00%.

"Designated Asset Disposition" means any sale, transfer or other disposition of Exchange Debt First Priority Collateral other than a Permitted Disposition.

"Domestic Subsidiary" means any Subsidiary incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"Drugstore.com Common Stock" means the common stock of Drugstore.com, Inc., a Delaware corporation, owned by Rite Aid.

"Drugstore.com Pledge Agreement" means the Drugstore.com Pledge Agreement dated as of October 25, 1999 and amended and restated as of June 12, 2000, between the Borrower and Morgan Guaranty Trust Company of New York, as agent thereunder.

"Exchange Debt Facility" means the Exchange Debt Facility dated as of June 12, 2000 among Rite Aid Corporation, the banks party thereto and Morgan Guaranty Trust Company of New York, as administrative agent.

"Exchange Debt Facility Documents" means the collective reference to the "Loan Documents" as defined in the Exchange Debt Facility.

"Exchange Debt First Priority Collateral" means the prescription files of Rite Aid's Subsidiaries and the proceeds thereof.

"Exchange Debt First Priority Collateral Documents" means the collective reference to the "First Priority Collateral Documents", as defined in the Exchange Debt Facility.

"Exchange Debt Obligations" means (i) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower, whether or not allowed or allowable as a claim in any such proceeding) on any loans made under the Exchange Debt Facility, (ii) all other amounts payable by the Borrower to the Exchange Debt Parties under the Exchange Debt Facility Documents, and (iii) any renewals or extensions of any of the foregoing; *provided, however*, that the principal amount of indebtedness included in the Exchange Debt Obligations shall not exceed the maximum amount from time to time permitted to be outstanding by the Collateral Trust and Intercreditor Agreement.

"Exchange Debt Parties" means all parties to the Exchange Debt Facility Documents other than the Obligors or any Affiliate thereof, the Senior Bank Parties and the Representatives, but including the administrative agent under the Exchange Debt Facility and the beneficiaries of each indemnification obligation undertaken by Rite Aid or any other Obligor under any Exchange Debt Facility Document.

"Exchange Note Documents" means the Exchange Notes and the Exchange Note Indenture, Exchange and Registration Rights Agreement among the State Street Bank and Trust, as trustee, Rite Aid and the Subsidiary Guarantors, and the Forward Commitment Agreement.

"Exchange Note Indenture" means the Indenture dated as of June 12, 2000, among Rite Aid, the Subsidiary Guarantors and State Street Bank and Trust Company, as trustee, relating to the Exchange Notes.

"Exchange Note Obligations" means (i) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower, whether or not allowed or allowable as a claim in any such proceeding) on the Exchange Notes, (ii) all other amounts payable by the Borrower to the Exchange Note Parties under the Exchange Note Documents, and (iii) any renewals or extensions of any of the foregoing.

"Exchange Note Parties" means all parties to the Exchange Note Documents and the holders from time to time of the Exchange Notes, in each case other than the Obligors or any Affiliate thereof, the Senior Bank Parties and the Representatives, but including the trustee under the Exchange Note Indentures and the beneficiaries of each indemnification obligation undertaken by Rite Aid or any other Obligor under any Exchange Note Document.

"Exchange Notes" means the 10.50% Senior Secured Notes Due 2002 of Rite Aid (i) issued in exchange for certain 5.50% Notes Due 2000 of Rite Aid and 6.70% Notes Due 2001 of Rite Aid or (ii) issued on the Closing Date to SPV and to be transferred to SSB, JPM and their respective transferees and assignees pursuant to the Forward Commitment Agreement; *provided, however,* that the aggregate principal amount of Exchange Notes issued pursuant to the Forward Commitment Agreement shall not exceed \$93,158,000.

"Existing Facilities" means

- (a) the PCS Facility;
- (b) the RCF Facility;
- (c) the Finco Facility; and
- (d) the Exchange Debt Facility.

"Existing Facilities Documents" means the collective reference to (i) the PCS Facility Documents, (ii) the RCF Facility Documents, (iii) the Finco Facility Documents and (iv) the Exchange Debt Facility Documents.

"Existing Facility Obligations" means the PCS Facility Obligations, the RCF Facility Obligations, the Finco Facility Obligations and the Exchange Debt Obligations.

"Existing Facility Parties" means the PCS Facility Parties, the RCF Facility Parties, the Finco Facility Parties and the Exchange Debt Parties.

"Finco Facility" means the Amendment No. 3 to Note Agreement, Amendment No. 4 to Guaranty Agreement, Amendment No. 1 to Put Agreement (the "*Omnibus Amendment*") dated as of June 12, 2000, relating to the Adjustable Rate Senior Secured Notes due August 15, 2002 originally issued by Finco, Inc. and guaranteed by Rite Aid. The "Finco Facility" shall be deemed to include the Note Agreement dated as of September 30, 1996, among Finco, Inc., and each of the Purchasers listed in Annex 1 thereto, as amended through the Closing Date.

"Finco Facility Documents" means (i) the Finco Facility, (ii) the Guaranty Agreement dated as of September 30, 1996 pursuant to which Rite Aid guaranteed the obligations of Finco, Inc. under the Finco Facility; (iii) the Put Agreement dated as of September 30, 1996 entered into by Rite Aid, and (iv) the Security Agreement dated as of September 30, 1996 entered into by Finco, Inc. and The Prudential Insurance Company of America as the Security Agent on behalf of the Finco Facility Parties, in each case as amended through the Closing Date.

"Finco Facility Obligations" means (i) all outstanding principal amounts under the Finco Facility Documents, (ii) all interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower, whether or not allowed or allowable as a claim in

any such proceeding) on the principal amounts pursuant to clause (i) of this definition, (iii) any renewals or extensions of any of the foregoing and (iv) any and all other amounts payable by the Borrower in respect of the Finco Facility Documents; *provided, however*, that the principal amount of indebtedness included in the Finco Facility Obligations shall not exceed the maximum amount from time to time permitted to be outstanding by the Collateral Trust and Intercreditor Agreement.

"Finco Facility Parties" means The Prudential Insurance Company of America and Pruco Life Insurance Company and their successors and assigns as noteholders and purchasers under the Finco Facility Documents and The Prudential Insurance Company of America, as Security Agent under the Finco Facility Documents and its successor or assignee.

"Forward Commitment Agreement" means the Forward Commitment Agreement dated June 12, 2000, among Rite Aid, SPV, SSB and JPM.

"Guarantee" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt of any other Person; *provided* that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business. The term *"Guarantee"* used as a verb has a corresponding meaning.

"Indentures" mean, collectively, (a) the Indenture dated as of December 21, 1998, between Rite Aid and Harris Trust and Savings Bank, as trustee, (b) the Indenture dated as of August 1, 1993, between Rite Aid and Morgan Guaranty Trust Company of New York, as trustee, (c) the Indenture dated as September 10, 1997, between Rite Aid and Harris Trust and Savings Bank, as trustee and (d) the Indenture dated as of September 22, 1998, between Rite Aid and Harris Trust and Savings Bank, as trustee.

"Independent Standby L/C Documents" means the Citibank Standby L/C Documents and the Mellon Standby L/C Documents.

"Independent Standby L/C Obligations" means the Citibank Standby L/C Obligations and the Mellon Standby L/C Obligations.

"Independent Standby L/C Parties" means Citibank and Mellon Bank in their capacities as issuers of Independent Standby Letters of Credit.

"Independent Standby Letters of Credit" means the Citibank Standby Letters of Credit and the Mellon Standby Letters of Credit.

"Instructing Group" means, until the Senior Obligation Payment Date, the Majority Senior Parties, and thereafter the Second Priority Instructing Group.

"JPM" means J.P. Morgan Securities, Inc.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, including, without limitation, the interest of a vendor or lessor under any conditional sale agreement, Capital Lease or other title retention agreement relating to such asset.

"*Majority Senior Parties*" means the Majority Banks, as defined in the Senior Credit Facility, or with respect to any waiver, amendment or request, Senior Banks having such amount of unused Revolving Credit Commitments, Revolving Credit Exposure, unused Term Loan Commitments and outstanding Term Loans as may be required under the Senior Credit Facility to approve the same.

"*Mellon Bank*" means Mellon Bank, N.A.

"*Mellon Standby L/C Documents*" mean the reimbursement agreements, letter of credit applications and other documents relating to the Mellon Standby Letters of Credit.

"*Mellon Standby L/C Obligations*" means (a) each payment, including payments in respect of reimbursements and cash collateralization, required to be made by Rite Aid under the Mellon Standby L/C Documents in respect of Mellon Standby Letters of Credit in an aggregate amount at any time outstanding not in excess of (i) \$26,000,000 *minus* (ii) the cumulative amount of proceeds of Collateral applied to such obligations as the result of the exercise of remedies under the Senior Collateral Documents and (b) all other monetary obligations, including fees, costs, expenses and indemnities (including interest and monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable as a claim in such proceeding) of Rite Aid under the Mellon Standby L/C Documents to the extent attributable to the Mellon Standby Letters of Credit referred to in clause (a).

"*Mellon Standby Letters of Credit*" means the standby letters of credit issued for the account of the Borrower by Mellon Bank outstanding on the Closing Date in an aggregate face amount of \$26,000,000, together with any standby letter of credit (other than any letter of credit issued under the Senior Credit Facility) hereafter issued by Mellon Bank for the account of any Obligor *provided* that the Mellon Standby Letters of Credit shall be limited to an amount at any time outstanding not in excess of (i) \$26,000,000 *minus* (ii) the cumulative amount of proceeds of Collateral applied as the result of the exercise of remedies under the Senior Collateral Documents to reimbursement and cash collateralization obligations in respect of Mellon Standby Letters of Credit.

"*Moody's*" means Moody's Investors Service, Inc., or any successor to its business of rating debt securities.

"*Net Cash Proceeds*" means,

(a) with respect to any sale, transfer or other disposition of any property or asset (a "Disposition"), an amount equal to the cash proceeds received by the Borrower or any

of its Subsidiaries from or in respect of such Disposition (including, when received, any cash proceeds received in respect of any noncash proceeds of any Disposition), less (I) the sum of

(i) reasonable costs and expenses paid or incurred in connection with such transaction, including, without limitation, any underwriting brokerage or other customary selling commissions and reasonable legal, advisory and other fees and expenses (including title and recording expenses, associated therewith), payments of unassumed liabilities relating to the assets sold and any severance and termination costs;

(ii) the amount of any Debt (or Attributable Debt), together with premium or penalty, if any, and accrued interest thereon (or comparable obligations in respect of Attributable Debt) secured by a Lien on (or if Attributable Debt, the lease of) any asset disposed of in such Disposition and discharged from the proceeds thereof, but only to the extent such Lien has priority over the Senior Lien, the Second Priority Lien and the Liens under the Exchange Debt First Priority Collateral Documents;

(iii) any taxes actually paid or to be payable by such Person (as estimated by a senior financial or accounting officer of the Borrower, giving effect to the overall tax position of the Borrower) in respect of such Disposition;

(iv) the portion of such cash proceeds which the Borrower determines in good faith and reasonably should be reserved for post-closing adjustments, including, without limitation, indemnification payments and purchase price adjustments, *provided*, that on the date that all such post-closing adjustments have been determined, the amount (if any) by which the reserved amount in respect of such Disposition exceeds the actual post-closing adjustments payable by the Borrower or any of the Subsidiary Guarantors shall constitute Net Cash Proceeds on such date; and

(v) in the case of a PCS Divestiture the sum of (1) the PCS Incremental Investment as of the date of consummation of such disposition plus (2) the aggregate Net Cash Proceeds of PCS Dispositions in the form of Sale and Leaseback Transactions theretofore applied to prepayments of the PCS Facility; and

plus (II) in the case of a PCS Divestiture, the PCS Investment Reduction as of the date of consummation of such transaction;

(b) with respect to any Capital Markets Transaction, an amount equal to the cash proceeds received by the Borrower or any of its Subsidiaries from or in respect of such Capital Markets Transaction, less any reasonable transaction costs; including investment banking and underwriting fees, discounts and commissions and any other expenses

(including legal fees and expenses) reasonably incurred by such Person in respect of such Capital Markets Transaction; and

(c) with respect to receipt of Casualty/Condemnation Proceeds, the amount thereof.

"*Obligors*" means Rite Aid, the Subsidiary Guarantors and any other Person who is liable for any of the Secured Obligations.

"*paid in full*" means paid in full in cash.

"*PCS*" means PCS Holding Corporation, a Delaware corporation, and its successors.

"*PCS Common Stock*" means the common stock of PCS owned by Rite Aid.

"*PCS Disposition*" means (i) any sale or other disposition of capital stock of PCS (or of any non-cash proceeds thereof), (ii) any sale, lease or other disposition (including a Casualty/Condemnation) by PCS or any of its Subsidiaries of any asset, other than (y) dispositions of inventory, cash, cash equivalents and other cash management investments and obsolete, unused or unnecessary equipment, in each case in the ordinary course of business, and (z) dispositions to PCS or a wholly-owned Subsidiary of PCS or (iii) any sale, lease or other disposition (including a Casualty/Condemnation) of PCS Land.

"*PCS Divestiture*" means a PCS Disposition as a result of which the business of PCS is no longer conducted by a Consolidated Subsidiary of the Borrower.

"*PCS/Drugstore Pledged Collateral*" means the capital stock of PCS and Drugstore.com pledged by Rite Aid under the PCS Pledge Agreement and the Drugstore.com Pledge Agreement and all income and profits thereon, dividends and other payments and distributions with respect thereto and all proceeds of the foregoing subject to a Lien under such agreements.

"*PCS Excluded Assets*" means (i) any Collateral consisting of assets of PCS or a Subsidiary of PCS, other than PCS Linked Accounts, (ii) PCS Land and (iii) any proceeds of clauses (i) and (ii). For purposes of Article IV of the Collateral Trust and Intercreditor Agreement, any proceeds of enforcement of the Senior Subsidiary Guarantee Agreement or the Second Priority Guarantee Agreement against PCS or a Subsidiary of PCS (other than with respect to the PCS Linked Accounts and the proceeds thereof) shall be deemed to be proceeds of Collateral consisting of PCS Excluded Assets.

"*PCS Facility*" means the PCS Facility dated as of June 12, 2000, among Rite Aid, the banks party thereto and Morgan Guaranty Trust Company of New York, as administrative agent.

"*PCS Facility Documents*" means the "Loan Documents" as defined in the PCS Facility.

"*PCS Facility Obligations*" means (i) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower, whether or not allowed or allowable as a claim in any such proceeding) on any loan made under the PCS Facility, (ii) all other amounts payable by the Borrower under the PCS Facility Documents and (iii) any renewals or extensions of any of the foregoing; *provided, however*, that the principal amount of indebtedness included in the PCS Facility Obligations shall not exceed the maximum amount from time to time permitted to be outstanding by the Collateral Trust and Intercreditor Agreement.

"*PCS Facility Parties*" means the parties to the PCS Facility Documents other than the Obligors, the Senior Bank Parties and the Representatives, but including the administrative agent under the PCS Facility and the beneficiaries of each indemnification obligation by Rite Aid or any other Obligor under any PCS Facility Documents.

"*PCS Incremental Investment*" means, at any date, the amount, if any, by which the intercompany payable owing by Rite Aid Hdqtrs. Corp. to PCS at such date is less than such amount as at May 27, 2000. The Borrower shall promptly notify each of the Representatives following the Closing Date of such latter amount.

"*PCS Investment Reduction*" means, at any date, the excess, if any, of (i) the amount, if any, by which the intercompany payable owing by Rite Aid Hdqtrs. Corp. to PCS at such date is greater than such amount as at May 27, 2000, over (ii) the cumulative PCS EBITDA, as defined in the Senior Credit Facility, for the period from May 27, 2000, to such date.

"*PCS Land*" means the real property described as N.W. 96th Street and Mountainview Road, Scottsdale, Arizona, together with any improvements thereon.

"*PCS Linked Accounts*" means any accounts receivable owed to PCS by third party insurers in respect of claims generated by other Subsidiaries of Rite Aid and giving rise to related accounts payable owed by PCS to such other Subsidiaries of Rite Aid.

"*PCS Pledge Agreement*" means the PCS Pledge Agreement dated as of October 25, 1999 and amended and restated as of June 12, 2000, between the Borrower and Morgan Guaranty Trust Company of New York, as agent thereunder.

"*Permitted Disposition*" means any of the following:

(i) dispositions of inventory at retail, cash, cash equivalents and other cash managing investments and obsolete, unused, uneconomic or unnecessary equipment, in each case in the ordinary course of business;

(ii) a disposition to a Subsidiary Guarantor, *provided*, that (A) if the property subject to such disposition constitutes Collateral immediately before giving effect to such disposition, such property continues to constitute Collateral subject to the Senior Lien

and the Second Priority Lien, and (B) no dispositions of property will be made to or by PCS or its Subsidiaries except in the ordinary course of business consistent with past practice;

(iii) a sale or discount, in each case without recourse and in the ordinary course of business, of overdue Accounts (as defined in the Senior Credit Facility) arising in the ordinary course of business, but only to the extent such Accounts are no longer Eligible Accounts Receivable (as defined in the Senior Credit Facility) and such sale or discount is in connection with the compromise or collection thereof consistent with customary industry practice (and not as part of any bulk sale);

(iv) Basket Asset Sales; and

(v) any disposition of Exchange Notes by SPV to SSB or JPM (or their respective successors, assigns and affiliates), pursuant to the Forward Commitment Agreement as in effect on the Closing Date.

"*Person*" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"*RCF Facility*" means the RCF Facility dated as of June 12, 2000, among Rite Aid, the banks party thereto and Morgan Guaranty Trust Company of New York, as administrative agent.

"*RCF Facility Documents*" means the "Loan Documents" as defined in the RCF Facility.

"*RCF Facility Obligations*" means (i) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower, whether or not allowed or allowable as a claim in any such proceeding) on any loan made under the RCF Facility, (ii) all other amounts payable by the Borrower to the RCF Facility Parties under the RCF Facility Documents and (iii) any renewals or extensions of any of the foregoing; *provided, however*, that the principal amount of indebtedness included in the RCF Facility Obligations shall not exceed the maximum amount from time to time permitted to be outstanding by the Collateral Trust and Intercreditor Agreement.

"*RCF Facility Parties*" means the parties to the RCF Facility Documents other than the Obligors.

"*Reduction*" means, when applied to any Debt Facility, (i) the permanent repayment of outstanding loans (or obligations in respect of Attributable Debt) under such Debt Facility, (ii) the permanent reduction of outstanding lending commitments under such Debt Facility or (iii) the permanent cash collateralization of outstanding letters of credit under such facility (together with the termination of any lending commitments utilized by such letters of credit).

"Reduction Event" is (i) a PCS Disposition, (ii) a Capital Markets Transaction, (iii) a Designated Asset Disposition, (iv) a Senior Collateral Disposition, (v) other Asset Sales or (vi) receipt of other Casualty/Condemnation Proceeds.

"Related Exchange Debt" means, with respect to any of the Existing Facilities (other than the Exchange Debt Facility), Debt under the Exchange Debt Facility issued in exchange for Debt under such Existing Facility.

"Related Exchange Debt Obligation" shall mean Exchange Debt Obligations in respect of Related Exchange Debt.

"Representatives" means each of the Senior Collateral Agent and the Second Priority Representatives.

"Required Prepayment Amount" has the meaning assigned to such term in the Senior Credit Facility, as in effect on the Closing Date.

"Rite Aid" means Rite Aid Corporation, a Delaware corporation, and its successors.

"Rite Aid Hdqtrs. Corp." means Rite Aid Hdqtrs. Corp., a Delaware corporation and a Wholly-Owned Consolidated Subsidiary of the Borrower.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor to its business of rating debt securities.

"Sale and Leaseback Transaction" means the sale or transfer by the Borrower or any Subsidiary of any office building (including its headquarters), distribution center, manufacturing plant, warehouse, Store or equipment now or hereafter owned by the Borrower or any Subsidiary with the intention that the Borrower or any Subsidiary take back a lease thereof.

"Second Priority Collateral" means all the "Second Priority Collateral" as defined in any Second Priority Collateral Documents and shall also include the Mortgaged Properties and the proceeds thereof, but shall not in any event include the PCS/Drugstore Pledged Collateral or the Exchange Debt First Priority Collateral.

"Second Priority Collateral Documents" means the Second Priority Mortgages, the Second Priority Subsidiary Security Agreement, the Second Priority Subsidiary Guarantee Agreement, the Second Priority Indemnity, Subrogation and Contribution Agreement, the Collateral Trust and Intercreditor Agreement and each of the mortgages, security agreements and other instruments and documents executed and delivered by any Subsidiary Guarantor pursuant to any of the foregoing for purposes of providing collateral security or credit support for any Second Priority Debt Obligation or obligation under the Second Priority Subsidiary Guarantee Agreement but specifically excluding the Drugstore.com Pledge Agreement, the Exchange Debt First Priority Collateral Documents and the PCS Pledge Agreement.

"Second Priority Collateral Trustee" means Wilmington Trust Company, in its capacity as collateral trustee under the Collateral Trust and Intercreditor Agreement and the Second Priority Collateral Documents, and its successors.

"Second Priority Debt Documents" means the Existing Facility Documents, the Exchange Note Documents, the Synthetic Lease Documents and the Second Priority Collateral Documents.

"Second Priority Debt Obligations" means the collective reference to the Exchange Debt Obligations, the Exchange Note Obligations, the Synthetic Lease Obligations, the PCS Facility Obligations, the RCF Facility Obligations and the Finco Facility Obligations.

"Second Priority Debt Parties" means the Existing Facility Parties, the Exchange Note Parties, the Synthetic Lease Parties and the Second Priority Collateral Trustee.

"Second Priority Facilities" means the Exchange Debt Facility, the Exchange Note Indenture, the Synthetic Lease Facilities, the PCS Facility, the RCF Facility and the Finco Facility.

"Second Priority Indemnity, Subrogation and Contribution Agreement" means the Second Priority Indemnity, Subrogation and Contribution Agreement, dated as of June 12, 2000, among Rite Aid, the Subsidiary Guarantors and the Second Priority Collateral Trustee.

"Second Priority Instructing Group" means Second Priority Representatives with respect to Second Priority Facilities under which at least a majority of the then aggregate amount of Second Priority Debt Obligations are outstanding.

"Second Priority Lien" means the Liens on the Second Priority Collateral in favor of the Second Priority Debt Parties under the Second Priority Collateral Documents.

"Second Priority Mortgages" means the mortgages, deeds of trust, leasehold mortgages, assignments of leases and rents, modifications and other security documents which create a Lien in favor of the Second Priority Collateral Trustee for the benefit of the Second Priority Debt Parties, delivered pursuant to the Second Priority Debt Documents, each substantially in the form of Exhibit K to the RCF Facility, with such changes as are approved by the Senior Collateral Agent and the Second Priority Representatives.

"Second Priority Representative" means, in respect of each Second Priority Facility, the trustee under the Exchange Note Indenture and the administrative agent, security agent or agent under each other Second Priority Facility and each of their successors in such capacities.

"Second Priority Subsidiary Guarantee Agreement" means the Second Priority Subsidiary Guarantee Agreement, dated as of June 12, 2000, made by the Subsidiary Guarantors (including any additional Subsidiary Guarantor becoming party thereto after the Closing Date) in favor of the Second Priority Collateral Trustee for the benefit of the Second Priority Debt Parties.

"Second Priority Subsidiary Security Agreement" means the Second Priority Subsidiary Security Agreement, dated as of June 12, 2000, made by the Subsidiary Guarantors (including any additional Subsidiary Guarantor becoming party thereto after the Closing Date) in favor of the Second Priority Collateral Trustee for the benefit of the Second Priority Debt Parties.

"Secured Obligations" means the Senior Obligations and the Second Priority Debt Obligations.

"Senior Bank" means a "Bank" as defined in the Senior Credit Facility.

"Senior Bank Obligations" means (i) the principal of each loan made under the Senior Credit Facility, (ii) all reimbursement and cash collateralization obligations in respect of letters of credit issued under the Senior Credit Facility, (iii) all monetary obligations of the Borrower or any Subsidiary under each Senior Interest Rate Agreement entered into with any counterparty that was a Senior Bank (or an Affiliate thereof) at the time such Senior Interest Rate Agreement was entered into, (iv) all interest on the loans, letter of credit reimbursement, fees and other obligations under the Senior Credit Facility or such Senior Interest Rate Agreements (including, without limitation any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower or any Subsidiary Guarantor, whether or not allowed or allowable as a claim in such proceeding), (v) all other amounts payable by the Borrower under the Senior Loan Documents and (vi) all increases, renewals, extensions and refinancings of the foregoing; *provided, however*, that the principal amount of the indebtedness under the Senior Credit Facility included in the Senior Bank Obligations shall not exceed the maximum amount from time to time permitted to be outstanding by the Collateral Trust and Intercreditor Agreement.

"Senior Bank Parties" means each party to the Senior Credit Facility other than any Obligor, each counterparty to a Senior Interest Rate Agreement, the beneficiaries of each indemnification obligation undertaken by Rite Aid or any other Obligor under any Senior Loan Document, and the successors and permitted assigns of each of the foregoing.

"Senior Collateral" means all the "Senior Collateral" as defined in any Senior Collateral Document and shall also include the Mortgaged Properties and the proceeds thereof, but shall not in any event include the PCS/Drugstore Pledged Collateral and the Exchange Debt First Priority Collateral.

"Senior Collateral Agent" means Citicorp USA, Inc., in its capacity as Senior Collateral Agent under the Senior Collateral Documents, and its successors.

"Senior Collateral Disposition" means (i) any sale, transfer or other disposition of Senior Collateral (including any property or assets that would constitute Senior Collateral but for the release of the Senior Lien with respect thereto in connection with such sale, transfer or other disposition), other than a PCS Disposition, or a Permitted Disposition or (ii) a Casualty/Condemnation with respect to Senior Collateral (other than PCS Excluded Assets).

"*Senior Collateral Documents*" means the Senior Mortgages, the Senior Subsidiary Security Agreement, the Senior Subsidiary Guarantee Agreement, the Senior Indemnity, Subrogation and Contribution Agreement, the Collateral Trust and Intercreditor Agreement and each of the mortgages, security agreements and other instruments and documents executed and delivered by any Subsidiary Guarantor pursuant to any of the foregoing or pursuant to the Senior Credit Facility or for purposes of providing collateral security or credit support for any Senior Obligation or obligation under the Senior Subsidiary Guarantee Agreement.

"*Senior Credit Facility*" means the Senior Credit Agreement, dated as of June 12, 2000, among Rite Aid, as Borrower, the Senior Banks, the Swingline Banks, the Issuing Banks, the Senior Administrative Agent, the Senior Collateral Agent and the Syndication Agents.

"*Senior Indemnity, Subrogation and Contribution Agreement*" means the Senior Indemnity, Subrogation and Contribution Agreement, dated as of June 12, 2000 among Rite Aid, the Subsidiary Guarantors (including Subsidiary Guarantors becoming party thereto after the Closing Date) and the Senior Collateral Agent.

"*Senior Interest Rate Agreement*" means any Interest Rate Agreement entered into with Rite Aid or any Subsidiary, if the applicable counterparty was a Senior Bank or an Affiliate thereof at the time the Interest Rate Agreement was entered into.

"*Senior Lien*" means the Liens on the Senior Collateral in favor of the Senior Secured Parties under the Senior Collateral Documents.

"*Senior Loan Documents*" means the Senior Credit Facility, the Notes referred to in the Senior Credit Facility, each Senior Interest Rate Agreement, and the Senior Collateral Documents.

"*Senior Mortgages*" means the mortgages, deeds of trust, leasehold mortgages, assignments of leases and rents, modifications and other security documents delivered pursuant to the Senior Credit Facility, each substantially in the form of Exhibit K to the Senior Credit Facility, with such changes as are approved by the Senior Collateral Agent.

"*Senior Obligation Payment Date*" means the date on which (i) the Senior Obligations have been paid in full, (ii) all lending commitments under the Senior Credit Facility have been terminated and (iii) there are no outstanding Independent Standby Letters of Credit or letters of credit issued under the Senior Credit Facility other than such as have been fully cash collateralized under documents and arrangements satisfactory to the issuer of such letters of credit.

"*Senior Obligations*" means (a) the Senior Bank Obligations and (b) the Independent Standby L/C Obligations.

"*Senior Secured Parties*" means (a) the Senior Bank Parties and (b) the Independent Standby L/C Parties.

"*Senior Subsidiary Guarantee Agreement*" means the Senior Subsidiary Guarantee Agreement, made by the Subsidiary Guarantors (including Subsidiary Guarantors that become parties thereto after the Closing Date) in favor of the Senior Collateral Agent for the benefit of the Senior Secured Parties.

"*Senior Subsidiary Security Agreement*" means the Senior Subsidiary Security Agreement, made by the Subsidiary Guarantors (including Subsidiary Guarantors that become parties thereto after the Closing Date) in favor of the Senior Collateral Agent for the benefit of the Senior Secured Parties.

"*SPV*" means Fiona One Corp., a Delaware corporation and a wholly-owned Subsidiary of Rite Aid which is organized for the sole purpose of acquiring Exchange Notes on the Closing Date from Rite Aid and selling such Exchange Notes to SSB and JPM in accordance with the Forward Commitment Agreement.

"*SSB*" means Salomon Smith Barney Inc.

"*Subsidiary*" means any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by the Borrower.

"*Subsidiary Guarantor*" means each Subsidiary that is party to the Senior Subsidiary Guarantee Agreement, the Second Priority Subsidiary Guarantee Agreement or any other Senior Collateral Document or Second Priority Collateral Document.

"*Synthetic Lease Documents*" means the documents governing the Synthetic Leases.

"*Synthetic Lease Facilities*" means certain synthetic leases entered into by the Subsidiary Guarantors and guaranteed by Rite Aid having an aggregate discounted present value of approximately \$214,000,000, as amended and restated as of the Closing Date.

"*Synthetic Lease Obligations*" means all rent and supplemental rent, all fees and all other expenses or amounts payable by any Obligors to any Synthetic Lease Parties under any Synthetic Lease Document; *provided, however*, that the aggregate amount of the Synthetic Lease Obligations shall not exceed the maximum amount from time to time permitted to be outstanding by the Collateral Trust and Intercreditor Agreement.

"*Synthetic Lease Parties*" means all parties to the Synthetic Lease Documents other than the Obligors.

"*Temporary Cash Investment*" means any investment by any Person in (i) direct obligations of the United States or any agency thereof, or obligations guaranteed by the United States or any agency thereof, (ii) commercial paper rated at least A-1 by S&P and P-1 by Moody's, (iii) time deposits with, including certificates of deposit issued by, any office located in

the United States of any bank or trust company which is organized or licensed under the laws of the United States or any state thereof and has capital, surplus and undivided profits aggregating at least \$500,000,000, (iv) repurchase agreements with respect to securities described in clause (i) above entered into with an office of a bank or trust company meeting the criteria specified in clause (iii) above, *provided* in each case that such investment matures within one year from the date of acquisition thereof by such Person or (v) money market mutual funds at least 90% the assets of which are held in investments referred to in clauses (i) through (iv) above (except that the maturities of certain investments held by any such money market funds may exceed one year so long as the dollar-weighted average life of the investments of such money market mutual fund is less than one year).

"*Uniform Commercial Code*" or "*UCC*" means, unless otherwise specified, the Uniform Commercial Code as from time to time in effect in the State of New York.

SUBSIDIARY GUARANTORS
Subsidiary Guarantors

Rite Aid Hdqtrs. Corp.	Rite Aid Drug Palace, Inc.
Rite Aid of Alabama, Inc.	Rite Aid Rome Distribution Center, Inc.
Rite Aid of Connecticut, Inc.	Rite Aid Transport, Inc.
Rite Aid of Delaware, Inc.	RX Choice, Inc.
Rite Aid of Florida, Inc.	Script South
Rite Aid of Georgia, Inc.	Thrifty Payless, Inc.
Rite Aid of Illinois, Inc.	W.R.A.C., Inc.
Rite Aid of Indiana, Inc.	3581 Carter Hill Road - Montgomery Corp.
Rite Aid of Kentucky, Inc.	4042 Warrensville Center Road - Warrensville Ohio, Inc.
Rite Aid of Maine, Inc.	5277 Associates, Inc.
Rite Aid of Maryland, Inc.	537 Elm Street Corporation
Rite Aid of Massachusetts, Inc.	5600 Superior Properties, Inc.
Rite Aid of Michigan, Inc.	657-659 Broad St. Corp.
Rite Aid of New Hampshire, Inc.	Broadview and Wallings -Broadview Heights Ohio, Inc.
Rite Aid of New Jersey, Inc.	Dominion Action One Corporation
Rite Aid of New York, Inc.	Dominion Action Two Corporation
Rite Aid of North Carolina, Inc.	Dominion Action Three Corporation
Rite Aid of Ohio, Inc.	Dominion Action Four Corporation
Rite Aid of Pennsylvania, Inc.	Dominion Drug Stores Corp.
Rite Aid of South Carolina, Inc.	England Street-Asheland Corporation
Rite Aid of Tennessee, Inc.	Jaime Nathan Travis Corporation
Rite Aid of Vermont, Inc.	Lakehurst and Broadway Corporation
Rite Aid of Virginia, Inc.	Patton Drive and Navy Boulevard Property Corporation
Rite Aid of Washington, D.C., Inc.	Portfolio Medical Services, Inc.
Rite Aid of West Virginia, Inc.	Rack Rite Distributors, Inc.
Drug Fair of PA. Inc.	Ram-Utica, INC.
Drug Fair, Inc.	Rite Aid Venturer #1, Inc.
Eagle Managed Care Corp.	Rite Fund, Inc.
GDF, Inc.	The Muir Company
Harco, Inc.	Virginia Corporation
The Lane Drug Company	K&B, Incorporated
Keystone Centers, Inc.	K&B Alabama Corporation
Ocean Acquisition Corporation	K&B Florida Corporation
PCS Holding Corporation	K&B Louisiana Corporation
Perry Drug Stores, Inc.	
Reed, Inc.	
Rite Aid Funding LLC	
Rite Investments Corp.	

K&B Mississippi Corporation
K&B Services, Incorporated
K&B Tennessee Corporation
K&B Texas Corporation
K&B Trainees, Inc.
Katz & Besthoff, Inc.
Super Beverage of Texas #2, Inc.
Super Beverage of Texas #3, Inc.
Super Beverage of Texas #4, Inc.
Super Beverage of Texas #5, Inc.
Super Beverage of Texas #6, Inc.
Super Distributors, Inc.
Super Ice Cream Suppliers, Inc.
Super Laboratories, Inc.
Super Pharmacy Network, Inc.
Super Tobacco Distributors, Inc.
PCS Health Systems, Inc.
PCS Services, Inc.
PCS Mail Services, Inc.
PCS Mail Service of Fort Worth, Inc.
PCS Mail Service of Birmingham, Inc.
PCS Mail Services of Scottsdale, Inc.
Clinical Pharmaceuticals, Inc.
Apex Drug Stores, Inc.
PDS-1 Michigan, Inc.
RDS Detroit, Inc.
Perry Distributors, Inc.
PL Xpress, Inc.
Thrifty Corporation
P.L.D. Enterprises, Inc.
Rite Aid Lease Management Company
Rite Aid Realty Corp.
Thrifty Wilshire, Inc.
Name Rite LLC
Sophie One Corp.
112 Burleigh Avenue Norfolk, LLC.
1515 West State Street Boise, Idaho,
LLC
1525 Cortyou Road - Brooklyn Inc.
1740 Associates, LLC
764 South Broadway- Geneva, Ohio,
LLC

912 Elmwood Avenue- Buffalo, LLC
Ann & Government Streets- Mobile,
Alabama, LLC
Baltimore/Annapolis Boulevard & Governor
Richie Hwy-Glen Burnie, MD, LLC
Central Avenue and Main Street- Petal, MS,
LLC
Eighth and Water Streets- Ulrichsville,
Ohio, LLC
Euclid and Wilders Roads- Bay City, LLC
Gettysburg and Hoover-Dayton, Ohio, LLC
Gratiot & Center- Saginaw Township,
Michigan, LLC
Louisville Avenue & North 18th Street-
Monroe, Louisiana, LLC
Main & McPherson- Clyde, LLC
Mayfield & Chillicothe Roads- Chesterland,
LLC
Munson & Andrews LLC
Northline & Dix- Toledo- Southgate, LLC
Paw Paw Lake Road & Paw Paw Avenue-
Coloma, Michigan, LLC
Richmond Road & Monticello Boulevard-
Richmond Heights, Ohio, LLC
Route 1 and Hood Road- Fredricksburg,
LLC
Route 202 at Route 124 Jaffrey- New
Hampshire, LLC
Seven Mile and Evergreen- Detroit, LLC
Silver Springs Road- Baltimore, Maryland/
One, LLC
Silver Springs Road- Baltimore, Maryland/
Two, LLC
State Street and Hill Road- Gerard, Ohio,
LLC
State & Fortification Streets- Jackson,
Mississippi, LLC
Tyler and Sanders Roads, Birmingham-
Alabama, LLC

FILINGS AND OTHER ACTIONS
REQUIRED TO PERFECT SECURITY INTERESTS

Uniform Commercial Code Filings

On file with Cravath, Swaine & Moore.

Patent and Trademark Filings

On file with Cravath, Swaine & Moore.

Copyright Filings

On file with Cravath, Swaine & Moore.

INVENTORY LOCATIONS

- A. See attached Stores List
- B. See attached Leased Warehouses and Distribution Centers

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Comp. No	TAX ID	Operating Company	Tenant/Conversion	Center Name	Address One	Address Two	City	State	Zip	County
06577	654	95-4192349	577 ASSOCIATES, INC.	Thibby Parole, Inc.	The Lakewood Mall	5700 100th Street, S.W.	Lakewood, WA	Lakewood	WA	954992778	Wayne
06578	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		17170 Harper Avenue	Detroit, MI	Detroit	MI	482241998	Wayne
06579	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		5520 Drake Road	West Bloomfield, MI	West Bloomfield	MI	483221259	Oakland
06580	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		102 North State Street	Dowagiac, MI	Dowagiac	MI	490471747	Washtenaw
06581	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2380 Lake Avenue	North Muskegon, MI	North Muskegon	MI	494453323	Benzie
06582	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		5 South Greenoback Highway	Albion, MI	Albion	MI	488044917	Washtenaw
06583	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1601 North Main Street	Albion, MI	Albion	MI	482243117	Washtenaw
06584	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1607 24th Street	Fenton, MI	Fenton	MI	484502755	Genesee
06585	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		19160 Greenfield Road	Pontiac, MI	Pontiac	MI	480604820	St. Clair
06586	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		4563 West Houghton Lake Drive	Detroit, MI	Houghton Lake	MI	482352001	Wayne
06587	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		35584 Grand River Avenue	Farmington, MI	Farmington	MI	486299005	Roscommon
06588	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		15411 Southfield Road	Allen Park, MI	Allen Park	MI	483353123	Oakland
06589	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2838 East Court Street	Flint, MI	Flint	MI	481012601	Wayne
06590	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		4680 State Street	Saginaw, MI	Saginaw	MI	480664015	Genesee
06591	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2201 Jackson Avenue	Flint, MI	Flint	MI	480033805	Genesee
06592	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		18600 Farwell Avenue	Detroit, MI	Detroit	MI	481272923	Wayne
06593	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		26118 Greenfield Road	Detroit, MI	Detroit	MI	482232115	Wayne
06594	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		3251 South Boulevard	Oakland, MI	Oakland	MI	482271001	Oakland
06595	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1124 Griswold Street	Auburn Hills, MI	Auburn Hills	MI	483263635	Oakland
06596	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		29250 Joy Road	Detroit, MI	Detroit	MI	483261902	Wayne
06597	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2564 Packard Road	Livonia, MI	Livonia	MI	481046832	Washtenaw
06598	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		5650 Schaefer Road	Dearborn, MI	Dearborn	MI	481262253	Wayne
06599	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		3250 Ann Arbor Road	Livonia, MI	Livonia	MI	481262253	Wayne
06600	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1900 Eureka Mile Road	Livonia, MI	Livonia	MI	481501718	Wayne
06601	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1453 North Main Street	Detroit, MI	Detroit	MI	482341081	Wayne
06602	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2781 Plymouth Road	Rochester Hills, MI	Rochester Hills	MI	483071122	Oakland
06603	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2140 State Avenue	Ann Arbor, MI	Ann Arbor	MI	481032477	Washtenaw
06604	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		41820 West 10 Mile Road	Alpena, MI	Alpena	MI	497074542	Oakland
06605	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		36485 Garfield Road	Alpena, MI	Alpena	MI	487533386	Oakland
06606	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2027 Eastern Avenue, S.E.	Clinton Township, MI	Clinton Township	MI	480551132	Oakland
06607	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		5789 Wolverine Road	Grand Rapids, MI	Grand Rapids	MI	481801854	Oakland
06608	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		444 Wynn Drive, N.W.	Clarkston, MI	Clarkston	MI	482362116	Oakland
06609	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1338 A Winchester Road, N.E.	Huntsville, AL	Huntsville	AL	358163426	Madison
06610	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2302 South Whitesburg Drive	Huntsville, AL	Huntsville	AL	358186658	Madison
06611	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		14450 Highway 231-431 North	Huntsville, AL	Huntsville	AL	3586013818	Madison
06612	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		135 Old Highway 134	Daleville, AL	Daleville	AL	357506658	Madison
06613	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		202 East Conecuh Street	Union Springs, AL	Union Springs	AL	363221108	Dale
06614	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		130 South Eastmain Avenue	Etahala, AL	Etahala	AL	360272026	Bullock
06615	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		101 Adams Street	Madaga, AL	Madaga	AL	360720210	Barbour
06616	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		444 Highway 280	Albion, AL	Albion	AL	350076610	Shelby
06617	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		220 Forest Road	Hoyosown, AL	Hoyosown	AL	350103300	Tallapoosa
06618	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		641 Olive Avenue	Chilton, AL	Chilton	AL	350452236	Chilton
06619	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1602 2nd Avenue, S.W.	Cullman, AL	Cullman	AL	350553113	Cullman
06620	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		715 Cullman Shopping Center	Cullman, AL	Cullman	AL	350550000	Cullman
06621	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		935 Second Avenue, East	Oneonta, AL	Oneonta	AL	351212505	Blount
06622	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1015 Martin Street	Pell City, AL	Pell City	AL	351231337	St. Clair
06623	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		4688 Center Point Road	Pinson, AL	Pinson	AL	351263252	Jefferson
06624	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		9 North Broadway Avenue	Sylacauga, AL	Sylacauga	AL	356761121	Jefferson
06625	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1000 Highway 17 North	Jefferson, AL	Jefferson	AL	356861529	Jefferson
06626	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1713 U.S. Highway 31 North	Fulda, AL	Fulda	AL	359680000	Jefferson
06627	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		455 Main Street	Trousdale, AL	Trousdale	AL	351731418	Jefferson
06628	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		833 Demolition Avenue	Birmingham, AL	Birmingham	AL	352113813	Jefferson
06629	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		973 Forestdale Boulevard	Birmingham, AL	Birmingham	AL	352143842	Jefferson
06630	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2112 Centerpoint Road	Birmingham, AL	Birmingham	AL	352154622	Jefferson
06631	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2711 Culver Road	Birmingham, AL	Birmingham	AL	352232313	Jefferson
06632	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		1444 Tyler Road	Birmingham, AL	Birmingham	AL	352261305	Jefferson
06633	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2264 Brewster Road	Birmingham, AL	Birmingham	AL	352352002	Jefferson
06634	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		7151 Green Valley Road	Birmingham, AL	Birmingham	AL	352412116	Jefferson
06635	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		2661 Valleydale Road	Birmingham, AL	Birmingham	AL	351241116	Shelby
06636	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.			Birmingham, AL	Birmingham	AL	352442026	Jefferson

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Address One	Address Two	City	State	Zip	County
0120	661	63-0522700	HARCO, INC.	Haro, Inc.	Vigonova Mart/Express	9048 Aracet Boulevard		Mobile	AL	366095226	Mobile
0121	661	63-0522700	HARCO, INC.	Haro, Inc.		2420 Dames Road		Mobile	AL	366958389	Mobile
0122	661	63-0522700	HARCO, INC.	Haro, Inc.		5201 Cottage Hill Road		Mobile	AL	366944244	Mobile
0123	661	63-0522700	HARCO, INC.	Haro, Inc.	Dechamne Plaza Shopping Center	414 North Craft Highway		Chickasaw	AL	366113112	Mobile
0124	661	63-0522700	HARCO, INC.	Haro, Inc.	Dechamps Plaza	4739 S. Stephens Road		Prichard	AL	366133512	Mobile
0125	661	63-0522700	HARCO, INC.	Haro, Inc.	Park Forest Plaza	4723 S. Moffat Road		Mobile	AL	366182236	Mobile
0126	661	63-0522700	HARCO, INC.	Haro, Inc.		1018 Highland Avenue		Mobile	AL	367914928	Dallas
0127	661	63-0522700	HARCO, INC.	Haro, Inc.	Thomsonville Plaza	1009 Highway 43, N		Thomsonville	AL	367841617	Clarke
0128	661	63-0522700	HARCO, INC.	Haro, Inc.	FlintS Crossing Shopping Center	1530 Opelika Road, Suite #24	P. O. Box 170	Abbeville	AL	368310170	Lee
0129	661	63-0522700	HARCO, INC.	Haro, Inc.	Ray Bramlette Shopping Center	439 North Broadstar Street		Dadeville	AL	368321008	Wilcox
0130	661	63-0522700	HARCO, INC.	Haro, Inc.	Village East Shopping Center	203 Highway 34 West		Lowndes	MS	397031111	Lowndes
0131	661	63-0522700	HARCO, INC.	Haro, Inc.	Village East Shopping Center	201 1/2 Highway 45 North		Columbus	MS	397023222	Lowndes
0132	661	63-0522700	HARCO, INC.	Haro, Inc.	Village Green Shopping Center	200 Highway 45 North		Aberdeen	MS	397303366	Monroe
0133	661	63-0522700	HARCO, INC.	Haro, Inc.		1337 Montclair Road		Birmingham	AL	352102205	Jefferson
0134	661	63-0522700	HARCO, INC.	Haro, Inc.	Enley Five Points West Shopping Center	Old U.S. 31 & Friedstown Road		Grenada	AL	350710000	Jefferson
0135	661	63-0522700	HARCO, INC.	Haro, Inc.	Hoover Mall	3209 Enley Five Points West Avenue		Bessemer	AL	350203346	Jefferson
0136	661	63-0522700	HARCO, INC.	Haro, Inc.	East Town Plaza	1615 Montgomery Highway		Birmingham	AL	352082715	Jefferson
0137	661	63-0522700	HARCO, INC.	Haro, Inc.	West County Marketplace	1179 Huffman Road		Birmingham	AL	352164973	Jefferson
0138	661	63-0522700	HARCO, INC.	Haro, Inc.	Woodfield Square Shopping Center	529 Brookwood Village		Birmingham	AL	352094501	Jefferson
0139	661	63-0522700	HARCO, INC.	Haro, Inc.	Eden Plaza Shopping Center	1956 Forestate Boulevard		Huntsville	AL	352142048	Jefferson
0140	661	63-0522700	HARCO, INC.	Haro, Inc.	Acryonic Plaza Shopping Center	2020 Highway 45 North		Huntsville	AL	352231112	Jefferson
0141	661	63-0522700	HARCO, INC.	Haro, Inc.	Pass Christian Village (Former CVS)	3588 Montgomery Highway		Polk	AL	351242034	Shelby
0142	661	63-0522700	HARCO, INC.	Haro, Inc.	Our Shopping Center (Former CVS)	708 Montgomery Highway		Vestavia Hills	AL	352161812	Jefferson
0143	661	63-0522700	HARCO, INC.	Haro, Inc.		422 West Beach Boulevard		Pass Christian	MS	395714004	Harrison
0144	661	63-0522700	HARCO, INC.	Haro, Inc.	Memorial & Main Shopping Center	721 Highway 90 East	200 WEST RAILROAD STREET	Waveland	MS	395762409	Hancock
0145	661	63-0522700	HARCO, INC.	Haro, Inc.		3100 Goodman Road		Long Beach	MS	395604517	Mississippi
0146	661	63-0522700	HARCO, INC.	Haro, Inc.		380 Woodrow Wilson Avenue		Heen Lake	MS	386371159	Desoto
0147	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Memorial & Main Shopping Center	606 South Memorial Drive		Jackson	MS	391833123	Warren
0148	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Old Town Shopping Center	10 West Parker Avenue		Prattville	AL	366073835	Autauga
0149	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Monterey Promenade Shopping Center	101 West Hill Road		Montgomery	AL	361044523	Montgomery
0150	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Spanish Fort Shopping Center	3003 McGhee Road		Montgomery	AL	361112202	Montgomery
0151	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Foley Shopping Center	2750 Easton Boulevard		Montgomery	AL	361171550	Montgomery
0152	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Raciff Square Shopping Center	6530 Highway 31		Spanish Fort	AL	365279714	Baldwin
0153	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Saraland Shopping Center	1255 South McKenzie Street		Gulf Shores	AL	365353406	Baldwin
0154	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Woolco South Plaza Shopping Center	1527 Highway 59 South		Theodore	AL	365422437	Baldwin
0155	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	K&B Plaza Shopping Center	13 Shelton Beach Road		Mobile	AL	365712402	Mobile
0156	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Skyline Plaza Shopping Center	7301 Theodore-Dawes Road		Mobile	AL	365829134	Mobile
0157	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	West Gate Plaza Shopping Center	1971 Government Street		Mobile	AL	366073326	Mobile
0158	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Magnolia Shopping Center	6400 Airport Boulevard		Mobile	AL	366087702	Mobile
0159	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Meatline Shopping Center	405 Cottage Hill Road		Mobile	AL	366092106	Mobile
0160	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Meatline Shopping Center	5304 Overlook Road		Mobile	AL	366181331	Mobile
0161	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Meatline Shopping Center	5400-A Highway 90 West		Mobile	AL	366194228	Mobile
0162	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Meatline Shopping Center	6422 Airline Highway		Mobile	LA	700034334	Jefferson Parish
0163	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Meatline Shopping Center	7060 Veterans Memorial Boulevard		Meatline	LA	700034431	Jefferson Parish
0164	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Meatline Shopping Center	725 Veterans Memorial Boulevard		Meatline	LA	700052803	Jefferson Parish
0165	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Meatline Shopping Center	800 Meatinie Road, Suite D		Meatline	LA	700054043	Jefferson Parish
0166	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Meatline Shopping Center	4936 Veterans Memorial Boulevard		Meatline	LA	700065222	Jefferson Parish
0167	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Oakwood Mall	4300 West Esplanade Avenue		Arabi	LA	700062918	Jefferson Parish
0168	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Belle Meade Plaza Shopping Center	7201 St. Claude Avenue		Chalmette	LA	700321552	St. Bernard Parish
0169	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Kenner Plaza Shopping Center	1918 East Sledge Perce Drive		Covington	LA	700433749	St. Bernard Parish
0170	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.	Marro Shopping Center	197 Terry Levey		Gretna	LA	700502459	Jefferson Parish
0171	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.		685 West Esplanade		Gretna	LA	700502480	Jefferson Parish
0172	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.		333 West Esplanade Avenue		Kenner	LA	700632540	Jefferson Parish
0173	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.		3300 Williams Boulevard		Kenner	LA	700632540	Jefferson Parish
0174	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.		160 Belle Terre Boulevard		Laplace	LA	700633802	Jefferson Parish
0175	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.		12715 U.S. Highway 90, Suite K		Luling	LA	700680999	St. John/Baptist Parish
0176	662	72-1011985	K & B ALABAMA CORPORATION	Haro, Inc.		4535 Westbank Expressway		Marrero	LA	700723120	Jefferson Parish

STORE LOCATIONS

LEASED STORES

Center #	TAJ ID	Overseer Company	Tenant Corporation	Center Name	Address One	Address Two	City	State	Zip	County
02401	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Village Plaza	1206 Cleveland Avenue South		Canton	OH	447074624	Stark
02411	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Village Plaza	200 North Tuscarawas Street		Dover	OH	446231138	Tuscarawas
02413	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	2110 Wales Avenue N E		Missionville	OH	446622032	Tuscarawas
02414	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	271 East McCauley Drive		Missionville	OH	446831147	Tuscarawas
02415	53-012312	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Claymont Center Plaza	301C Whipple Avenue, NW		Canton	OH	447183027	Stark
02416	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	4 Newark Road		Rt. Veynon	OH	430541115	Franklin
02417	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	164 Main Street		Claymont	OH	446231138	Stark
02418	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	754 Main Street		Claymont	OH	446231138	Stark
02419	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	101 Main Street		Claymont	OH	446231138	Stark
02420	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	116 West High Street		Claymont	OH	446231138	Stark
02421	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	432 West Lincoln Avenue		Claymont	OH	446231138	Stark
02422	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	1243 U.S. 31 South		Claymont	OH	446231138	Stark
02423	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	1710 Grant Blvd		Claymont	OH	446231138	Stark
02424	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	871 South Main Street		Claymont	OH	446231138	Stark
02425	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	531 West Geneva Avenue		Claymont	OH	446231138	Stark
02426	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	936 East Ludington Avenue		Claymont	OH	446231138	Stark
02427	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	110 Perry Avenue		Claymont	OH	446231138	Stark
02428	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	101 Perry Avenue		Claymont	OH	446231138	Stark
02429	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	2010 Perry Avenue		Claymont	OH	446231138	Stark
02430	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	109 North Whitcomb Street		Claymont	OH	446231138	Stark
02431	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	1025 Ashmun Street		Claymont	OH	446231138	Stark
02432	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	511 South Garfield Road		Claymont	OH	446231138	Stark
02433	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	1245 Baldwin Avenue		Claymont	OH	446231138	Stark
02434	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	597 South Adams Road		Claymont	OH	446231138	Stark
02435	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	3415 Elizabeth Lake Road		Claymont	OH	446231138	Stark
02436	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	2971 Maple Road		Claymont	OH	446231138	Stark
02437	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	4200 East Highland Road		Claymont	OH	446231138	Stark
02438	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	1824 West Geneva Street		Claymont	OH	446231138	Stark
02439	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	5018 Ohio Road		Claymont	OH	446231138	Stark
02440	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	8701 West Grand River Street		Claymont	OH	446231138	Stark
02441	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	1378 Walton Bowl-Crad		Claymont	OH	446231138	Stark
02442	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	37165 Grosbeck Highway		Claymont	OH	446231138	Stark
02443	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	6698 Van Dyke Road		Claymont	OH	446231138	Stark
02444	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	3220 South Saginaw		Claymont	OH	446231138	Stark
02445	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	12724 South Saginaw		Claymont	OH	446231138	Stark
02446	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	5107 Van Dyke Road		Claymont	OH	446231138	Stark
02447	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	32835 Park Street		Claymont	OH	446231138	Stark
02448	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	610 North Cedar Street		Claymont	OH	446231138	Stark
02449	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	1002 East Main Street		Claymont	OH	446231138	Stark
02450	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	7280 Highland Road		Claymont	OH	446231138	Stark
02451	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	2051 South Rochester Road		Claymont	OH	446231138	Stark
02452	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	557 North Cedar Street		Claymont	OH	446231138	Stark
02453	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	507 South Telegraph Road		Claymont	OH	446231138	Stark
02454	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	2039 Lawsonville Road		Claymont	OH	446231138	Stark
02455	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	19016 East State Road		Claymont	OH	446231138	Stark
02456	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	3020 Van Horn Road		Claymont	OH	446231138	Stark
02457	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	2287 Edworth Road		Claymont	OH	446231138	Stark
02458	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	42401 West 7 Mile Road		Claymont	OH	446231138	Stark
02459	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	2480 Lapeer Road		Claymont	OH	446231138	Stark
02460	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	32504 Dodge Park Road		Claymont	OH	446231138	Stark
02461	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	G-3009 South Dort Highway		Claymont	OH	446231138	Stark
02462	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	27050 John R. Road		Claymont	OH	446231138	Stark
02463	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	3100 East Michigan Avenue		Claymont	OH	446231138	Stark
02464	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	6920 Costello Highway		Claymont	OH	446231138	Stark
02465	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	33480 7 Mile Road		Claymont	OH	446231138	Stark
02466	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	3880 Wilder Road		Claymont	OH	446231138	Stark
02467	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	35101 Michigan Avenue East		Claymont	OH	446231138	Stark
02468	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	31079 Harper Avenue		Claymont	OH	446231138	Stark
02469	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	11500 19 Mile Road		Claymont	OH	446231138	Stark
02470	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	50290 Granite Avenue		Claymont	OH	446231138	Stark
02471	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	28659 North Telegraph Road		Claymont	OH	446231138	Stark
02472	53-012312	LANE DRUG COMPANY	The Lane Drug Company	Claymont Center Plaza	1013 Emerick Street		Claymont	OH	446231138	Stark

STORE LOCATIONS

LEASED STORES

Center Name	Center No.	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
University Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	University Shopping Center	N	Y	4607 Pellham Street		Dearborn Heights	MI	481253100	Wayne
Banks-Creek Plaza	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Banks-Creek Plaza	N	Y	1970 Southfield Road		Dearborn Park	MI	481462248	Wayne
Lakeshore Village	655	38-0947300	PERRY DRUG STORES, INC.	Perry Drug Stores, Inc.	Lakeshore Village	N	Y	4723 Telegraph Road		Taylor	MI	481802229	Wayne
Renaissance Plaza	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Renaissance Plaza	N	Y	4723 Telegraph Road		Ann Arbor	MI	481061411	Washtenaw
12 Hoopes Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	12 Hoopes Shopping Center	N	Y	3000 Central Avenue	Suite A	Ann Arbor	MI	481061411	Washtenaw
France Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	France Shopping Center	N	Y	3030 Central Avenue		Ann Arbor	MI	481061411	Washtenaw
Virginia Park	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Virginia Park	N	Y	23031 Marler Road		Beaumont	MI	480153704	Calhoun
Northtown Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Northtown Shopping Center	N	Y	3330 West 12 Mile Road		St. Clair Shores	MI	483143309	Oakland
Jackson Plaza	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Jackson Plaza	N	Y	2520 South Woodward Avenue		Farmington Hills	MI	483041650	Oakland
Devotion Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Devotion Shopping Center	N	Y	1341 North Wright Avenue		Bloomfield Hills	MI	483011134	Oakland
Swaraz Creek Plaza	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Swaraz Creek Plaza	N	Y	390 North Fort Crescent		Alma	MI	488011134	Oakland
Grand Blaine Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Grand Blaine Shopping Center	N	Y	300 West Carleton Road		Bloomfield Hills	MI	483011134	Oakland
Humbly Bunch Plaza	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Humbly Bunch Plaza	N	Y	23031 John R. Road		Alma	MI	488011134	Oakland
Goodrich Plaza Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Goodrich Plaza Shopping Center	N	Y	2297 18 Mile Road		Alma	MI	488011134	Oakland
Meakowbrook Plaza	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Meakowbrook Plaza	N	Y	1583 East 12 Mile Road		Alma	MI	488011134	Oakland
Park Place Plaza	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Park Place Plaza	N	Y	3140 Grosbeck Highway		Hillside	MI	489211048	Oakland
Norton Shores	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Norton Shores	N	Y	8667 Rosa Parks Boulevard		Hillside	MI	489211048	Oakland
Fenton Hill Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Fenton Hill Shopping Center	N	Y	730 South Washington Avenue		Hillside	MI	489211048	Oakland
Drive Plaza Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Drive Plaza Shopping Center	N	Y	4410 South Division Avenue		Hillside	MI	489211048	Oakland
Orchard Commons	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Orchard Commons	N	Y	4410 South Division Avenue		Hillside	MI	489211048	Oakland
Edgemont Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Edgemont Shopping Center	N	Y	1500 Pleasantwood E.		Hillside	MI	489211048	Oakland
Harbortown	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Harbortown	N	Y	1080 North Winster Street		Hillside	MI	489211048	Oakland
Ann Arbor Commons Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Ann Arbor Commons Center	N	Y	25996 Gravit Avenue		Hillside	MI	489211048	Oakland
Town Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Town Center	N	Y	3717 Fenton Road		Hillside	MI	489211048	Oakland
East Brooke Commons	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	East Brooke Commons	N	Y	841 South State Street		Hillside	MI	489211048	Oakland
Spring Arbor Shopping Center	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Spring Arbor Shopping Center	N	Y	910 South State Street		Hillside	MI	489211048	Oakland
Brockridge Square	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Brockridge Square	N	Y	1169 South Saginaw		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1561C East Fenton		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	8169 South State Road		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	4515 Mount Morris Road		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	3669 West Maple Road		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	5055 Rochester Road		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	627 North State Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1119 Fort Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2374 Grand River		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	5736 North Middlebelt Road		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	11630 Greenfield Road		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	4350 Dixie Highway		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	3240 Orchard Lake Road		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	3700 West Saginaw Highway		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1218 North State Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	9215 Joseph Campau Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	22621 Gratiot Avenue		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1056 North Main Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2444 Plainfield Avenue, N.E.		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1201A, South Division Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1329, Livernois Avenue		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	50 E. Jackson Avenue		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	317 North Main Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	720 South Mitchell Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	309 North Main Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	11707 Whittier Street		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1733 Spring Arbor Road		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	31221 West 14 Mile Road		Hillside	MI	489211048	Oakland
	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	48586 Hayes Road		Hillside	MI	489211048	Oakland

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Transtar Corporation	Center Name	Owned	Lease	Address One	City	State	Zip	County
02502	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Upper Albany Plaza	N	Y	8042 West Street	Danbury	CT	068106532	Wentworth
02574	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	South Shore Plaza	N	Y	1360 Boston Front Road	Danbury	CT	068106532	Fairfield
02666	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	377 Fairfield Avenue	Waterbury	CT	067027094	New Haven
02733	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	777 Fairfield Avenue	Waterbury	CT	067027094	New Haven
02774	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	475 South Main Street	Waterbury	CT	067027094	New Haven
03262	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	1291 Albany Avenue	Waterbury	CT	067027094	New Haven
03273	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	433 Franklin Avenue	Waterbury	CT	067027094	New Haven
03284	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	676 Cox Avenue	Waterbury	CT	067027094	New Haven
03421	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	8042 Prospect Street	Waterbury	CT	067027094	New Haven
03513	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	190 East Avenue	Waterbury	CT	067027094	New Haven
03619	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	1600 East Main Street	Waterbury	CT	067027094	New Haven
04366	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	744 Wilcox Road	Waterbury	CT	067027094	New Haven
04620	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	53 East Street	Waterbury	CT	067027094	New Haven
04687	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	88 West Stafford Road	Waterbury	CT	067027094	New Haven
04722	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	71 Palumbo Drive	Waterbury	CT	067027094	New Haven
04778	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	232A Tolland Turnpike	Waterbury	CT	067027094	New Haven
04992	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	173 Tolland Road	Waterbury	CT	067027094	New Haven
04995	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	232A Tolland Turnpike	Waterbury	CT	067027094	New Haven
05129	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Park & Shop Shopping Center	N	Y	701 Atlanta Road	Seaford	DE	199731211	Sussex
05172	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	41 Greenacre Drive	Seaford	DE	199731211	Sussex
05731	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	1291 Albany Avenue	Waterbury	CT	067027094	New Haven
05814	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	444 Savannah Plaza	Seaford	DE	199731211	Sussex
05819	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	1120 South Central Avenue	Seaford	DE	199731211	Sussex
05913	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	RTD #1, Box 4085-B	Seaford	DE	199731211	Sussex
05918	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	2 Nanticoke Crossing Plaza	Seaford	DE	199731211	Sussex
06019	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	9 Georgetown Plaza	Seaford	DE	199731211	Sussex
06023	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	219 Atlantic Avenue	Seaford	DE	199731211	Sussex
06024	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	233 East DuPont Highway	Seaford	DE	199731211	Sussex
06025	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	1059 West DuPont Highway	Seaford	DE	199731211	Sussex
06026	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	512 Midlinton Warwick Road	Seaford	DE	199731211	Sussex
06027	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	305 West Ogechee Street	Seaford	DE	199731211	Sussex
06028	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	804 East Winthrop Street	Seaford	DE	199731211	Sussex
06029	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	730 South Lewis Street	Seaford	DE	199731211	Sussex
06030	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	402 South Downing Mispogrove	Seaford	DE	199731211	Sussex
06031	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	1038 West Highway 90	Seaford	DE	199731211	Sussex
06032	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	201 West Trilby Street	Seaford	DE	199731211	Sussex
06033	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	400 North Church Street	Seaford	DE	199731211	Sussex
06034	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	811 West Oak Street	Seaford	DE	199731211	Sussex
06035	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	301 South Broad Street	Seaford	DE	199731211	Sussex
06036	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	74 North Sose Street	Seaford	DE	199731211	Sussex
06037	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	819 Peachtree Street, L29	Seaford	DE	199731211	Sussex
06038	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	402 South Davis Street	Seaford	DE	199731211	Sussex
06039	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y	1103-1107 West Screen Street	Seaford	DE	199731211	Sussex
06040	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06041	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06042	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06043	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06044	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06045	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06046	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06047	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06048	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06049	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06050	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06051	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06052	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06053	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06054	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06055	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06056	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06057	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06058	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06059	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06060	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06061	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06062	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06063	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06064	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06065	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06066	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06067	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06068	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06069	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06070	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06071	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06072	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06073	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06074	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06075	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06076	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06077	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06078	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06079	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06080	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06081	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06082	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06083	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06084	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06085	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		N	Y		Seaford	DE	199731211	Sussex
06086	608	23-1940646	RITE AID OF DELAWARE, INC.									

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Overseer Company	Center Name	Owned	Lease	Address One	City	State	Zip	County
04944	650	01-03234725	Rite Aid of Maryland, Inc.	Marlin Plaza Shopping Center	N	Y	26 Mayville Road	Bethel	ME	042170190	Croft
04979	620	01-03234725	Rite Aid of Maine, Inc.	Village Shopping Center	N	Y	1036 Post Road Route 1	Wells	ME	040950500	York
00106	621	23-1940941	Rite Aid of Maryland, Inc.	Freeshing Shopping Village	N	Y	1420 Martin Boulevard	Westminster	MD	212204105	Baltimore
00278	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	537 Jenner Lane	Baltimore	MD	211766114	Carroll
00301	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	Route 36	Baltimore	MD	212222550	Harford
00304	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	1716 W. Patuxent Avenue	Baltimore	MD	211357508	Baltimore
00314	621	23-1940941	Rite Aid of Maryland, Inc.	St. John's Plaza	N	Y	3716 W. West Belvidere Avenue	Ellicott City	MD	210432614	Howard
00318	621	23-1940941	Rite Aid of Maryland, Inc.	Rosedale Plaza	N	Y	9150 Baltimore National Pike	Baltimore	MD	213715118	Baltimore
00319	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	1737 Chesapeake Avenue	Baltimore	MD	212361108	Baltimore
00324	621	23-1940941	Rite Aid of Maryland, Inc.	Hollinswood Shopping Center	N	Y	9708 Belair Road	Berlin	MD	218111443	Worcester
00326	621	23-1940941	Rite Aid of Maryland, Inc.	The Roundabout	N	Y	10119 Old Ocean City Boulevard	Baltimore	MD	212213906	Baltimore
00327	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	140 Back River Neck Road	Baltimore	MD	212013414	Baltimore
00334	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	301 West Lexington Street - Unit 100	Baltimore	MD	212013414	Baltimore
00335	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	2145 West Paepaco Avenue	Baltimore	MD	212013414	Baltimore
00337	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	740 West Lexington Boulevard	Salisbury	MD	211512120	Wicomico
00340	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	3935-37 Eastham Avenue	Baltimore	MD	218015846	Baltimore
00347	621	23-1940941	Rite Aid of Maryland, Inc.	Drumcastle Shopping Center	N	Y	29-31 Shipping Place	Baltimore	MD	212152004	Baltimore
00350	621	23-1940941	Rite Aid of Maryland, Inc.	Carroll Plaza	N	Y	6325 York Road	Westminster	MD	212234313	Baltimore
00351	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	3425 Belair Road	Baltimore	MD	212232359	Baltimore
00352	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	30 West North Avenue	Baltimore	MD	212121246	Baltimore
00354	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	3700 Falls Road	Baltimore	MD	212015904	Baltimore
00355	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	125 East Baltimore Mall	Baltimore	MD	212146724	Baltimore
00356	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	115 East Baltimore Street	Baltimore	MD	212146724	Baltimore
00358	621	23-1940941	Rite Aid of Maryland, Inc.	HomeLand	N	Y	5400-02 York Road	Baltimore	MD	212021607	Baltimore
00361	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	4600 West Northern Parkway	Baltimore	MD	212123831	Baltimore
00364	621	23-1940941	Rite Aid of Maryland, Inc.	Restorstown Road Plaza	N	Y	6708-12 Restorstown Road	Baltimore	MD	212123206	Baltimore
00365	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	425-429 South Broadway	Baltimore	MD	212312410	Baltimore
00366	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	103 Big Elk Mall	Elkton	MD	219215912	Cecil
00367	621	23-1940941	Rite Aid of Maryland, Inc.	Big Elk Mall	N	Y	2897 Frederick Avenue	Baltimore	MD	212222856	Baltimore
00368	621	23-1940941	Rite Aid of Maryland, Inc.	Westside Shopping Center	N	Y	4214 Franklin Avenue	Baltimore	MD	212222856	Baltimore
00369	621	23-1940941	Rite Aid of Maryland, Inc.	Northwoods Plaza	N	Y	7649-51 Harford Road	Baltimore	MD	212181629	Baltimore
00371	621	23-1940941	Rite Aid of Maryland, Inc.	Wendell Shopping Center	N	Y	7015 Liberty Road	Baltimore	MD	212346401	Baltimore
00373	621	23-1940941	Rite Aid of Maryland, Inc.	Wendell Shopping Center	N	Y	6867 Lock Haven Boulevard	Baltimore	MD	212075802	Baltimore
00374	621	23-1940941	Rite Aid of Maryland, Inc.	Midwest Shopping Center	N	Y	1340 Eastern Boulevard	Baltimore	MD	212048302	Baltimore
00375	621	23-1940941	Rite Aid of Maryland, Inc.	Ingleside Shopping Center	N	Y	5624 Baltimore National Park	Baltimore	MD	2122813423	Baltimore
00377	621	23-1940941	Rite Aid of Maryland, Inc.	Empire Mall	N	Y	7721 Eastern Avenue	Baltimore	MD	212242136	Baltimore
00379	621	23-1940941	Rite Aid of Maryland, Inc.	Arbutus Shopping Plaza	N	Y	4733 Westland Boulevard	Baltimore	MD	212271520	Baltimore
00380	621	23-1940941	Rite Aid of Maryland, Inc.	Towson Town Center	N	Y	825 Delaney Valley Road	Arbutus	MD	210955112	Baltimore
00381	621	23-1940941	Rite Aid of Maryland, Inc.	Yorkridge Shopping Center	N	Y	1763 Marley Boulevard	Lutherville	MD	212223212	Baltimore
00382	621	23-1940941	Rite Aid of Maryland, Inc.	Bermitt Park Shopping Center	N	Y	11817-19 Restorstown Road	Restorstown	MD	213362143	Baltimore
00384	621	23-1940941	Rite Aid of Maryland, Inc.	Ferry Hill Shopping Center	N	Y	4339 Ebonizer Road	Ellicott City	MD	210454176	Howard
00385	621	23-1940941	Rite Aid of Maryland, Inc.	Southview Shopping Center	N	Y	10 N.W. Hammonds Lane	Ellicott City	MD	212253631	Baltimore
00389	621	23-1940941	Rite Aid of Maryland, Inc.	Bel-Air Shopping Center	N	Y	575 Baltimore Pike	Bel Air	MD	210144319	Harford
00390	621	23-1940941	Rite Aid of Maryland, Inc.	Galleria Shopping Center	N	Y	8634 Liberty Road	Randallstown	MD	211347007	Baltimore
00391	621	23-1940941	Rite Aid of Maryland, Inc.	Yorktowne Shopping Center	N	Y	141 York Road	Bel Air	MD	210959714	Baltimore
00392	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	422 Chantrelle Road	Cherryville	MD	210291506	Baltimore
00393	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	Meridian Avenue	Baltimore	MD	216012733	Talbot
00396	621	23-1940941	Rite Aid of Maryland, Inc.	Tred Aven Shopping Center	N	Y	6404 Ridge Road	Sykesville	MD	217846249	Carroll
00397	621	23-1940941	Rite Aid of Maryland, Inc.	Centex Center	N	Y	8980 Walham Woods	Baltimore	MD	213342402	Baltimore
00406	621	23-1940941	Rite Aid of Maryland, Inc.	North Plaza Mall	N	Y	3463 Sweet Air Road	Baltimore	MD	2113118225	Baltimore
00426	621	23-1940941	Rite Aid of Maryland, Inc.	Jacksonville Manor Shopping Center	N	Y	8483 Fort Smallwood Road	Phoenix	MD	211222739	Anne Arundel
00489	621	23-1940941	Rite Aid of Maryland, Inc.	The Riviera Plaza	N	Y	1364 Bay Dale Drive	Pasadena	MD	210122325	Anne Arundel
00489	621	23-1940941	Rite Aid of Maryland, Inc.	Bay Hills Shopping Center	N	Y	3237 Chestnut Ridge Road	Anne Arundel	MD	215869809	Carroll
00486	621	23-1940941	Rite Aid of Maryland, Inc.	Greenville Shopping Center	N	Y	3425 Greenwood Road	Greenville	MD	213869809	Carroll
01224	621	23-1940941	Rite Aid of Maryland, Inc.	Box Hill Square Shopping Center	N	Y	703 Edgewood Road	Edgewood	MD	210402400	Harford
01022	621	23-1940941	Rite Aid of Maryland, Inc.	Box Hill Plaza	N	Y	6622-24 Secondary Boulevard	Baltimore	MD	212074010	Baltimore
01090	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	2241 Monument Street	Baltimore	MD	212052430	Baltimore
01721	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y	3400 Mountain Road (Ground Lease)	Pasadena	MD	211222021	Anne Arundel
01728	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y			MD		
01537	621	23-1940941	Rite Aid of Maryland, Inc.		N	Y			MD		

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operator/Company	Tenant/Corporate	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
01760	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc	Fishberg Plaza	N	Y	Route 140 & 90		Baltimore	MD	210480000	Ceasay
01792	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc	Belvedere Shopping Center	N	Y	5618 The Alameda		Baltimore	MD	212392737	Carroll
01859	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc	Glen Burnie Shopping Center	N	Y	7546 Ritchie Highway		Glen Burnie	MD	210813717	Anne Arundel
01978	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc	Leomar Shopping Center	N	Y	40955 Merchants Lane		Leomar	MD	206593709	St. Mary's
02130	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc	Crestwood Plaza Shopping Center	N	Y	6970 Crestwood Boulevard		Frederick	MD	217007225	Frederick
02204	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	2801 Foster Avenue		Baltimore	MD	212248116	Baltimore
02205	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1520 Rock-Spring Road		Baltimore	MD	212023815	Baltimore
02207	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	7133 Security Boulevard		Baltimore	MD	212441811	Baltimore
02209	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1400 Sultiner Springs Road		Baltimore	MD	212370402	Baltimore
02211	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	17 West Baltimore Street		Baltimore	MD	212013202	Baltimore
02216	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	2855 Smith Avenue		Baltimore	MD	212091426	Baltimore
02217	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	9916 Liberty Road		Baltimore	MD	211311804	Baltimore
02218	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	35 East Parktona Road		Baltimore	MD	210932306	Baltimore
02220	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1014 Beard Hill Road		Baltimore	MD	207074404	Prince Georges
02222	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	6400 Annapolis Street		Baltimore	MD	210812250	Harford
02223	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	4400 Pulaski Highway		Baltimore	MD	217644119	Chesapeake
02231	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	3000 Pulaski Highway		Joppa	MD	210856999	Harford
02236	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	3820 East Lombard Street		Baltimore	MD	212242400	Baltimore
02280	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1203 West Pratt Street		Baltimore	MD	212232660	Baltimore
02385	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	7270 Montgomery Road		Elkridge	MD	212275417	Howard
02690	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	300 Martin Luther King Jr. Boulevard		Baltimore	MD	212011211	Baltimore City
02747	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	9139 Riggs Road		Baltimore	MD	212302119	Baltimore
02748	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	902 East Fort Avenue		Baltimore	MD	207074621	St. Mary's
02749	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	3025 Triangle Drive		Baltimore	MD	207074621	Baltimore
02750	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1521 Harford Avenue		Baltimore	MD	217117111	Baltimore
02751	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	22411 Jefferson Boulevard		Smithsburg	MD	212022724	Washington
03090	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	605 Taylor Road		Annapolis	MD	217832073	Washington
03139	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1404 Reston Road		Philipsville	MD	214011419	Anne Arundel
03469	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1030 West 41st Street		Baltimore	MD	212083806	Baltimore
03751	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	798 Sunburst Highway		Baltimore	MD	212111634	Baltimore
03752	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	711 Washington Avenue #26		Chesertown	MD	216139401	Dorchester
03755	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	13055 Patricia Drive		Chesertown	MD	216201001	Kent
03796	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	115 Marlboro Avenue		Frederick	MD	207142621	Montgomery
03797	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	92 Souder Road		Frederick	MD	216012736	Talbot
03798	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	410 Prospect Boulevard		Frederick	MD	217618126	Frederick
03762	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	3615 Northern Parkway		Baltimore	MD	217016400	Frederick
03779	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1111 Mount Hermon Road		Salisbury	MD	212961645	Baltimore
03781	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	7987 Baltimore/Annapolis Boulevard		Salisbury	MD	218045109	Wisconsin
03782	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1712 Grain Highway South		Glen Burnie	MD	210688143	Anne Arundel
03789	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	15870 Georgia Avenue		Glen Burnie	MD	210613503	Anne Arundel
03790	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	10211 New Hampshire Avenue		Silver Spring	MD	209682924	Montgomery
03794	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	6806 Riverdale Road		Riverdale Park	MD	209640331	Prince Georges
03796	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	10565 Greenbelt Road		Scrabook	MD	207141802	Prince Georges
03800	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	4705 Silver Hill Road		Suitland	MD	207462404	Prince Georges
03806	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	5931 Martin Luther King Highway		Seat Pleasant	MD	207411754	Prince Georges
03811	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	2026 Fallston Road		Beltsville	MD	207052321	Prince Georges
03812	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1609 North Paterson Park Avenue		Fallston	MD	210471456	Harford
03822	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	9530 Clean Highway		Bethesda	MD	212132538	Baltimore
03823	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	440 Ritchie Highway		Upper Marlboro	MD	208161410	Montgomery
03827	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1905 Backlick Avenue		Upper Marlboro	MD	207254244	Prince Georges
03828	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	2027 West Street		Upper Marlboro	MD	217178262	Anne Arundel
03831	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	10134 River Road		Annapolis	MD	214633031	Anne Arundel
03839	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	12841-250 Ocean Gateway		Potomac	MD	208544903	Anne Arundel
03831	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	5270 Randolph Road		Ocean City	MD	208544903	Montgomery
03836	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	11401 Ocean Highway		Ocean City	MD	218420991	Worcester
03868	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	825 West Hillcrest Road		Hagerstown	MD	218422516	Montgomery
03868	621	23-1940941	RITE AID OF MARYLAND, INC	Rite Aid of Maryland, Inc		N	Y	1823 East West Highway		Adelphi	MD	217423105	Washington
						N	Y			Adelphi	MD	207813032	Prince Georges

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center Name	Center No	Comp No	Overseer Company	TXLX ID	Tenant Corporation	Center Name	Address One	Address Two	City	State	Zip	County
RITE AID OF MARYLAND, INC.	01872	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	9300 Lakeside Boulevard	1000 EAST EAGER STREET	Owings Mills	MD	211174953	Baltimore
RITE AID OF MARYLAND, INC.	01872	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	1600 East Churchville Road	1000 EAST EAGER STREET	Bel Air	MD	210154804	Harford
RITE AID OF MARYLAND, INC.	01872	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	423 East North Avenue	1000 EAST EAGER STREET	Baltimore	MD	212022910	Baltimore
RITE AID OF MARYLAND, INC.	04248	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	110 Mitchell's Charter Road	1000 EAST EAGER STREET	Baltimore	MD	210372740	Anne Arundel
RITE AID OF MARYLAND, INC.	04256	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	2409 BOSTON STREET	1000 EAST EAGER STREET	Baltimore	MD	212111935	Baltimore
RITE AID OF MARYLAND, INC.	04252	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	2409 BOSTON STREET	1000 EAST EAGER STREET	Baltimore	MD	212111935	Baltimore
RITE AID OF MARYLAND, INC.	04253	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	2409 BOSTON STREET	1000 EAST EAGER STREET	Baltimore	MD	212111935	Baltimore
RITE AID OF MARYLAND, INC.	04254	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	2409 BOSTON STREET	1000 EAST EAGER STREET	Baltimore	MD	212111935	Baltimore
RITE AID OF MARYLAND, INC.	04255	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	2409 BOSTON STREET	1000 EAST EAGER STREET	Baltimore	MD	212111935	Baltimore
RITE AID OF MARYLAND, INC.	04256	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	2409 BOSTON STREET	1000 EAST EAGER STREET	Baltimore	MD	212111935	Baltimore
RITE AID OF MARYLAND, INC.	04257	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	2409 BOSTON STREET	1000 EAST EAGER STREET	Baltimore	MD	212111935	Baltimore
RITE AID OF MARYLAND, INC.	04258	631	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	2409 BOSTON STREET	1000 EAST EAGER STREET	Baltimore	MD	212111935	Baltimore
RITE AID OF MARYLAND, INC.	04416	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	1000 Key Parkway	1000 KEY PARKWAY	Capitol Heights	MD	307435281	Prince Georges
RITE AID OF MARYLAND, INC.	04597	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	1411 East West Highway	1411 EAST WEST HIGHWAY	Silver Spring	MD	210204056	Prince Georges
RITE AID OF MARYLAND, INC.	04657	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	101 E. Baltimore Road	101 E BALTIMORE ROAD	Baltimore	MD	209102836	Baltimore
RITE AID OF MARYLAND, INC.	04688	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	101 E. Baltimore Road	101 E BALTIMORE ROAD	Baltimore	MD	210861100	Baltimore
RITE AID OF MARYLAND, INC.	04810	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	9840 Main Street	9840 MAIN STREET	Dorchester	MD	208722040	Montgomery
RITE AID OF MARYLAND, INC.	04810	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	1720 Main Street	1720 MAIN STREET	Chester	MD	208722040	Montgomery
RITE AID OF MARYLAND, INC.	04908	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	101 West Green Street	101 WEST GREEN STREET	Stow Hill	MD	216192602	Queen Annes
RITE AID OF MARYLAND, INC.	04912	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	12154 Buntingham Lane	12154 BUNTINGHAM LANE	Princess Anne	MD	218631039	Worcester
RITE AID OF MARYLAND, INC.	04920	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	842 South 5th Avenue	842 SOUTH 5TH AVENUE	Somerset	MD	218632212	Somerset
RITE AID OF MARYLAND, INC.	04921	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	11079 Cathol Road	11079 CATHOL ROAD	Denton	MD	216391398	Caroline
RITE AID OF MARYLAND, INC.	04921	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	1214 Namocke Road	1214 NAMOCKE ROAD	Berlin	MD	218119344	Worcester
RITE AID OF MARYLAND, INC.	04982	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	1214 Namocke Road	1214 NAMOCKE ROAD	Berlin	MD	218119344	Worcester
RITE AID OF MARYLAND, INC.	04982	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	1214 Namocke Road	1214 NAMOCKE ROAD	Berlin	MD	218119344	Worcester
RITE AID OF MARYLAND, INC.	04982	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	1214 Namocke Road	1214 NAMOCKE ROAD	Berlin	MD	218119344	Worcester
RITE AID OF MARYLAND, INC.	04982	621	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Roundwood Center	1214 Namocke Road	1214 NAMOCKE ROAD	Berlin	MD	218119344	Worcester
RITE AID OF MARYLAND, INC.	01010	623	RITE AID OF MARYLAND, INC.	23-1940941	RITE AID OF MARYLAND, INC.	Landmark Office Park (Market 6 office)	610 Baltimore Avenue	610 BALTIMORE AVENUE	Olney	MD	208331734	Montgomery
RITE AID OF MARYLAND, INC.	01265	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	4604 Harford Road	4604 HARFORD ROAD	Riverside	MD	207371905	Prince Georges
RITE AID OF MARYLAND, INC.	01468	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	8762 Landmark Road	8762 LANDMARK ROAD	Baltimore	MD	212143202	Baltimore
RITE AID OF MARYLAND, INC.	01472	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	13916 South West Bay Shore Drive	13916 SOUTH WEST BAY SHORE DRIVE	Richmond	VA	232860000	Henrico
RITE AID OF MARYLAND, INC.	01474	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	2255 South Jackson Road	2255 SOUTH JACKSON ROAD	Jackson	MI	496848379	Grand Traverse
RITE AID OF MARYLAND, INC.	01479	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	311 Ten Mile Road	311 TEN MILE ROAD	Grand Rapids	MI	495441504	Jackson
RITE AID OF MARYLAND, INC.	01481	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	1434 West Michigan Avenue	1434 WEST MICHIGAN AVENUE	Grand Rapids	MI	495018344	Jackson
RITE AID OF MARYLAND, INC.	01482	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	1032 East Cork Street	1032 EAST CORK STREET	Grand Rapids	MI	495018344	Jackson
RITE AID OF MARYLAND, INC.	01483	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	2702-2710 East Main Street	2702-2710 EAST MAIN STREET	Grand Rapids	MI	495018344	Jackson
RITE AID OF MARYLAND, INC.	01486	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	4432 West Main Street	4432 WEST MAIN STREET	Grand Rapids	MI	495018344	Jackson
RITE AID OF MARYLAND, INC.	01487	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	1399 East Grand River	1399 EAST GRAND RIVER	Grand Rapids	MI	495018344	Jackson
RITE AID OF MARYLAND, INC.	01509	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	1705 West Mount Hope	1705 WEST MOUNT HOPE	Grand Rapids	MI	495018344	Jackson
RITE AID OF MARYLAND, INC.	01519	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	G-5013 Wood Road	G-5013 WOOD ROAD	Grand Rapids	MI	495068933	Kalamazoo
RITE AID OF MARYLAND, INC.	01521	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	1830 Brennan Road, S.E.	1830 BRENNAN ROAD, S.E.	Grand Rapids	MI	495044743	Kalamazoo
RITE AID OF MARYLAND, INC.	01524	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	2036 Lake Michigan Drive	2036 LAKE MICHIGAN DRIVE	Grand Rapids	MI	495044743	Kalamazoo
RITE AID OF MARYLAND, INC.	01526	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	2130 Wealthy Street, S.E.	2130 WEALTHY STREET, S.E.	Grand Rapids	MI	495063032	Kent
RITE AID OF MARYLAND, INC.	01529	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	1189 Willow Avenue	1189 WILLOW AVENUE	Grand Rapids	MI	493499501	Newaygo
RITE AID OF MARYLAND, INC.	01530	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	924 West Main Street	924 WEST MAIN STREET	Fremont	MI	494121419	Newaygo
RITE AID OF MARYLAND, INC.	01532	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	4177 Sevenmile Mile Road	4177 SEVENMILE MILE ROAD	Cedar Springs	MI	493199451	Kent
RITE AID OF MARYLAND, INC.	01535	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	507 North Lalye Street	507 NORTH LALYE STREET	Greenville	MI	488381166	Montcalm
RITE AID OF MARYLAND, INC.	01537	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	1401 West Main Street	1401 WEST MAIN STREET	Grand Rapids	MI	495018344	Kalamazoo
RITE AID OF MARYLAND, INC.	01552	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	9377 Chippewy Valley Road	9377 CHIPPEWY VALLEY ROAD	Grand Ledge	MI	488311113	East
RITE AID OF MARYLAND, INC.	01574	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	399 Oak Crossing	399 OAK CROSSING	Wyandale	MI	483169596	Allegan
RITE AID OF MARYLAND, INC.	01575	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	6155 Dixie Highway	6155 DIXIE HIGHWAY	Plainfield	MI	493481216	Allegan
RITE AID OF MARYLAND, INC.	01576	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	164 North Center Road	164 NORTH CENTER ROAD	Bridgeport	MI	487229618	Saginaw
RITE AID OF MARYLAND, INC.	01587	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	2006 North Saginaw Road	2006 NORTH SAGINAW ROAD	Saginaw	MI	486035844	Saginaw
RITE AID OF MARYLAND, INC.	01609	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	3771 North Michigan	3771 NORTH MICHIGAN	Midland	MI	487322112	Bay
RITE AID OF MARYLAND, INC.	01611	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	1055 West Midland Street	1055 WEST MIDLAND STREET	Saginaw	MI	48646817	Bay
RITE AID OF MARYLAND, INC.	01612	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	1664 West Grand River Avenue	1664 WEST GRAND RIVER AVENUE	Flint	MI	485062151	Bay
RITE AID OF MARYLAND, INC.	01612	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	3090 Lake Lansing Road	3090 LAKE LANSING ROAD	East Lansing	MI	488641801	Ingham
RITE AID OF MARYLAND, INC.	01612	623	RITE AID OF MARYLAND, INC.	38-0587390	RITE AID OF MICHIGAN, INC.	Landmark Office Park (Market 6 office)	2263 Cedar Street	2263 CEDAR STREET	Holt	MI	488421202	Ingham

Suite 311

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Transt Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
01613	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	3825 West Jolly Road		Lansing	MI	489113362	Calhoun
01615	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1004 East Michigan Avenue		Lansing	MI	489121809	Ingham
01663	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	419 West Main Street		Gaylord	MI	497351859	Ontonagon
01680	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	3232 28th Street		Grandville	MI	494181423	Kent
01691	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	The Grant Plaza	N	Y	1132 South Moore St		Rio	MI	497709305	Emmet
01715	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	100 East Main Street		Flint	MI	484520332	Genesee
01740	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	500 Leitch Avenue		Flint	MI	484520332	Genesee
01745	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	512 Goodrich Street		Flint	MI	484520332	Genesee
01772	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Shops Rite Shopping Center	N	Y	1010 East Center Street		Flint	MI	484520332	Genesee
01801	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Deli Plaza	N	Y	195 M-66 Highway	P. O. Box 63	Flint	MI	484520332	Genesee
01822	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Captain Conner Center	N	Y	1950 West Center Avenue		Flint	MI	484520332	Genesee
02249	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Village Plaza	N	Y	200 Enterprise Drive		Flint	MI	484520332	Genesee
02274	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	White Lake Center	N	Y	3263 East Colby Road	1126 MADISON STREET	Whitehall	MI	494619637	Washtenaw
02288	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	MADISON SQUARE SHOPPING CENTER		Whitehall	MI	494619637	Washtenaw
02425	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	600 North Avenue		Whitehall	MI	494619637	Washtenaw
02473	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	2480 North Huron Road		Battle Creek	MI	490173249	Calhoun
02504	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	5280 North Lake Street		Oshtemo	MI	487509560	Ionia
02509	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	3950 14 Mile Road	Suite A	East Jordan	MI	487279376	Charlevoix
02549	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street		Warren	MI	486921077	Macomb
02606	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	110 South Bradley Highway		Warren	MI	486580938	Arenac
02683	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	2757 South County Road 489		Rogers City	MI	497792123	Presque Isle
02711	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	450 East Chicago Street		Leviston	MI	497569278	Benzie
02729	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Randall Street Square	N	Y	151 West Randall		Coloanville	MI	490401315	Branch
02739	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Belle Meade Plaza	N	Y	151 West Randall		Coloanville	MI	490401315	Branch
02750	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	312 South Main Street		DeWitt	MI	484231114	Genesee
02760	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	312 North East Street		DeWitt	MI	484231114	Genesee
02776	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	300 West Swidge Street	P. O. Box 458	Spring Lake	MI	494561605	Washtenaw
02824	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Village of Paw Paw	N	Y	250 Michigan N.E.		Grand Rapids	MI	494561605	Washtenaw
03244	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	146 North Center Street		Ferwell	MI	486229737	Clare
03253	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	319 East Michigan Avenue	P. O. Box 376	Paw Paw	MI	490791053	Van Buren
03255	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	161 Beech Street		Clare	MI	486250376	Clare
03315	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	831 Lansing Highway		Durand	MI	484291038	Shiawassee
03320	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	2898 Main Street		Marlette	MI	484531113	Sanilac
03326	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	425 North Fifth Street		Roscommon	MI	486539329	Roscommon
03356	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	821 East Apple Avenue		Roscommon	MI	494423737	Washtenaw
03368	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	3772 South Lapeer Road		Metamora	MI	484538963	Lapeer
03383	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	305 East State Street		Cassopolis	MI	490311328	Cass
03432	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	612 North St. Joseph Avenue		Berrien Springs	MI	491011603	Berrien
03452	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	222 South Chestnut Street		Roscommon	MI	486771266	Oscoda
03453	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	608 Joy Road	P. O. Box 217	Benoni	MI	482262928	Oscoda
03454	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	2016 North St. Helen Road		Benoni	MI	484518268	Oscoda
03455	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	337 North State Street		Benoni	MI	484518268	Oscoda
03456	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	11 East Division Street		Benoni	MI	484518268	Oscoda
03457	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	806 West Gratiot Avenue		Benoni	MI	484518268	Oscoda
03458	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	2413 Martin Luther King Jr. Avenue		Benoni	MI	484518268	Oscoda
03459	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	United Center	N	Y	3403 East Genesee Avenue		Benoni	MI	484518268	Oscoda
03460	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	4001 Division Road, Suite A		Benoni	MI	484518268	Oscoda
03461	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1810 Maplewood Avenue		Benoni	MI	484518268	Oscoda
03462	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	2346 Woodward Avenue		Benoni	MI	484518268	Oscoda
03463	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	13635 23 Mile Road		Benoni	MI	484518268	Oscoda
03464	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1254 North Main Street		Benoni	MI	484518268	Oscoda
03465	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	15399 Merriman Road		Benoni	MI	484518268	Oscoda
03466	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	902 North Cedar Street		Benoni	MI	484518268	Oscoda
03467	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	481 Pipestone Road		Benoni	MI	484518268	Oscoda
03468	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	39 Krieger Street		Benoni	MI	484518268	Oscoda
03469	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	588 North Lafayette Street		Benoni	MI	484518268	Oscoda
03470	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Westpark Shopping Center	N	Y	1106 East Saginaw Street	Cliffport Road	South Lyon	MI	481781000	Oakland
03471	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Huntington Square Shopping Center	N	Y	10295 West Michigan Avenue		Lansing	MI	489124712	Ingham
03472	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Frando Shopping Center	N	Y	10295 West Michigan Avenue		Lansing	MI	489124712	Ingham
03473	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03474	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03475	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03476	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03477	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03478	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03479	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03480	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03481	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03482	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03483	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03484	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03485	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03486	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03487	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03488	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03489	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03490	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03491	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03492	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03493	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03494	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03495	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1111 West Michigan Avenue		Hannibal	MI	490685518	Calhoun
03496	623	38-0587390	RITE AID OF MICH										

STORE LOCATIONS

LEASED STORES

Center Name	Center Name	Address One	Address Two	State	Zip	City	County	
Byron Center Plaza	Byron Center Plaza	3281 Shawnee Road 6609 West Paw Avenue 302 West Main Street 2241 14th Street, S.W. 5995 Kalamazoo Avenue, S.E. 7843 West Vener Highway (#2 - Park Lot) 2986 John R Road 10111 Center Avenue 6911 S. JI Street 42100 Pioneer Trail 27401 West 6 Mile Road 1002 East Grand River Avenue Suite 214 5016 Greenfield Road 19737 Mound Drive 37255 S. Mile Road 5903 South Westmoor Avenue 24089 Orchard Lake Road 700 North Pontiac Trail 27425 Michigan Avenue 7630 Wyoming Street 4612 Woodward Avenue 1589 Hallett Road 715 South Main Street 10333 Pelham Road 789 East Person Road 3812 East Division Street Crowned Boulevard 38350 River Road 1 Mill Street 3 South Telegraph Road 29000 Little Mack Avenue 15531 Grand River Avenue 26488 Ryan Road 37900 Van Dyke Avenue 1901 Francis Street 1465 East Grand River Avenue G-1261 North Ballenger Highway 681 North Main Street 2701 South Cedar Street 31245 Eight Mile Road 14686 Telegraph Road 6026 Lapeer Road 28949 Northwestern Highway 2249 North Canton Center Road 35350 23 Mile Road 10910 Grand Avenue 2425 East Haggerty Highway 2425 Van Dyke Road 25425 Van Dyke Avenue 180 Liley Road 402 Point Tremble Road 20720 Van Dyke Street G-4007 South Saginaw Street 5370 East Hill Road 6800 South Division Avenue 890 East Michigan Avenue 35363 Ford Road 2635 Henry Street 5048 South Waverly Road 951 Central Street 86 Elm Street 416 Daniel Webster Highway 553 Mast Road 51 So. Main St. (Rt. 111/103 & Main St.)	P.O. Box 700	MI	491069713	Byron Center	Byron	Byron
Reminiscence Center	Reminiscence Center	Tower 200		MI	480219099	Rochester	Wayne	
Walled Lake Commons Inkster Town Center	Walled Lake Commons Inkster Town Center			MI	481262845	Dearborn	Wayne	
Shoptown Center	Shoptown Center			MI	481521148	Dearborn	Wayne	
Heron Shopping Center	Heron Shopping Center			MI	482342569	Dearborn	Wayne	
Village Fair Shopping Center Sterling Place Shopping Center	Village Fair Shopping Center Sterling Place Shopping Center			MI	483622556	Pontiac	Wayne	
Excess Property	Excess Property			MI	483903445	Farmington	Washtenaw	
The Bentley Plaza	The Bentley Plaza			MI	481141201	Walled Lake	Washtenaw	
				MI	481261621	Inkster	Washtenaw	
				MI	482011826	Dearborn	Wayne	
				MI	488468424	Dearborn	Wayne	
				MI	488271427	Hallett	Wayne	
				MI	481011241	Easton Rapids	Washtenaw	
				MI	483035356	Flint	Washtenaw	
				MI	482212702	Flint	Washtenaw	
				MI	481221406	Flint	Washtenaw	
				MI	482920711	Flint	Washtenaw	
				MI	484236241	Flint	Washtenaw	
				MI	482415568	Flint	Washtenaw	
				MI	480813018	Flint	Washtenaw	
				MI	482331705	Flint	Washtenaw	
				MI	480911144	Flint	Washtenaw	
				MI	483121842	Flint	Washtenaw	
				MI	492034201	Flint	Washtenaw	
				MI	488721631	Flint	Washtenaw	
				MI	485040000	Flint	Washtenaw	
				MI	488725700	Flint	Washtenaw	
				MI	489103028	Flint	Washtenaw	
				MI	481571608	Flint	Washtenaw	
				MI	481804636	Flint	Washtenaw	
				MI	485092215	Flint	Washtenaw	
				MI	480418805	Flint	Washtenaw	
				MI	481872906	Flint	Washtenaw	
				MI	480474436	Flint	Washtenaw	
				MI	482131330	Flint	Washtenaw	
				MI	483901730	Flint	Washtenaw	
				MI	480943820	Flint	Washtenaw	
				MI	480131623	Flint	Washtenaw	
				MI	48181104	Flint	Washtenaw	
				MI	482031884	Flint	Washtenaw	
				MI	480829844	Flint	Washtenaw	
				MI	482981641	Flint	Washtenaw	
				MI	484998623	Flint	Washtenaw	
				MI	495487103	Flint	Washtenaw	
				MI	490146292	Flint	Washtenaw	
				MI	494413507	Flint	Washtenaw	
				MI	488260000	Flint	Washtenaw	
				MI	032320278	Flint	Washtenaw	
				MI	030554714	Flint	Washtenaw	
				MI	030444125	Flint	Washtenaw	
				MI	030445230	Flint	Washtenaw	
				MI	037731810	Flint	Washtenaw	

STORE LOCATIONS

LEASED STORES

Center	Comp. No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address	Address Type	City	State	Zip
01197	630	23-2008170	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	910 Route 16	P.O. Box 238	Cassipon	NH	03840238
01367	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	Church Street, Highway 107	P.O. Box 36	Kingsport	NH	03840036
01653	630	23-2008130	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	14 Peterborough Street		Jaffrey	NH	03422000
02570	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	Rural Route 1		Walpole	NH	03089801
03282	630	23-2008130	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	69 Lafayette Road	P.O. Box 753	North Hampton	NH	03822358
03284	630	23-2008130	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	701 Central Avenue		Dover	NH	03823528
03304	630	23-2008130	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	41 Princeton Road		Derry	NH	03822746
03310	630	23-2008130	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	199 Mountain Avenue		Deerfield	NH	03822746
03315	630	23-2008130	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	39 Black Street		Derry	NH	03822746
03328	630	23-2008130	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	145 Main Street		Berlin	NH	03082119
03482	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	VALLEY SHOPPING CENTER	321 LINCOLN STREET	MANCHESTER	NH	03104920
04127	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	145 South Main Street		Nashua	NH	03083130
04138	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	56 South Main Street		Wolfeboro	NH	03894436
04149	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	177 Main Street		Lancaster	NH	03584172
04154	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	50 Metallack Place		Coldbrook	NH	03761222
04155	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	1623 White Mountain Highway		North Conway	NH	03860517
04156	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	641 High Street		Sumner	NH	03840115
04157	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	641 High Street		Sumner	NH	03840115
04158	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	121 Main Street		North Conway	NH	03840115
04160	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	167 Main Street		North Conway	NH	03840115
04161	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	71 NH Route 104	Unit 5	Cochran	NH	03581168
04162	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	315 West Main Street		Merrifield	NH	03259804
04163	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	5 Main Street		Hillsborough	NH	03445234
04164	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	800 Livingston Street		Peterborough	NH	03482417
04165	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	360 Sumner Street		Portsmouth	NH	03814272
04166	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	18-114 Meadow Street		Brazos	NH	03221229
04182	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	183 Main Street		London	NH	03514026
04382	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	163 Elm Street		Hooksett	NH	03184189
04396	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	51 South Broadway		Manchester	NH	03101218
04529	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	41 Carroll Street		Salem	NH	03799998
04571	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	89 South Main Street		Princeton	NH	03263391
04574	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	Rural Route #2, Box 72		Winchester	NH	03470315
04600	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	79 Washington Street	Route 19 & 302	Windsor	NH	03246315
04671	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	46 Arrowood Road		Woods-Ville	NH	03785000
04693	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	46 Arrowood Road		Woods-Ville	NH	03785000
04991	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	41 Chestnut Street	P.O. Box 688	Williamstown	NH	03271069
05249	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	907 North High Street		Dover	NH	03820000
05258	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	Route 33		Milville	NH	03323762
05259	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	2 Upper Sarepta Road		Willingham	NH	08461108
05260	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	30 Lamborn Road		Deenville	NH	07833630
05261	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	524 Williamstown-New Freedom Road		Berlin	NH	08091948
05262	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	1360 Blackwood-Clemont Road		Sudbury	NH	07821824
05263	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	150 North Main Street		Clemont	NH	08021501
05264	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	150 North Main Street		Clemont	NH	08021501
05265	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	360-366 Elm Street		Wharton	NH	07831722
05266	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	360-366 Elm Street		Wharton	NH	07831722
05267	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	64 Princeton-Highstown Road, Suite 11	3212 BRIDGE AVENUE	POINT PLEASANT	NJ	08201200
05268	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	3301 Bayshore Road		New Brunswick	NJ	08550103
05269	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	5718 Bergentine Avenue		Cliffside Park	NJ	07020302
05270	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	111 Market Street		West New York	NJ	07093120
05271	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	471 Broadway		Newark	NJ	07102281
05272	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	2 South Broadway		Bayonne	NJ	07002362
05273	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	206 Main Street		Camden	NJ	08101206
05274	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	360 Bergentine Avenue		Elizabeth	NJ	07204709
05275	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	1015 Springfield Avenue		Union City	NJ	07083453
05276	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	199 Mountain Avenue		Irvington	NJ	07111204
05277	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	542 Milltown Road		Backstons	NJ	07860248
05278	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	140 Water Street		North Brunswick	NJ	08902327
05279	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	249 Coubert Boulevard		Red Bank	NJ	07911165
05280	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y	1340 Highway #36		Haddon Township	NJ	08107107
05281	630	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	RITE AID OF NEW HAMPSHIRE, INC.		N	Y			Haddon	NJ	07730176

STORE LOCATIONS

LEASED STORES

Center	Center No	TAX ID	Ownership Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip
04875	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	108 Route 136 South	210 Enley Avenue	Burlington	NJ	080162774
04876	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	123 Morrisstown Road		Berlinville	NJ	079542337
04880	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1252 Station Road		Piscataway	NJ	088545282
04884	633	23-1940648	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	38 Montclair Boulevard		Wayne	NJ	074706766
06138	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	634 Cabot Avenue	ROUTE 6	Townsend	NY	142172825
06139	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1 WESTCHESTER MALL		MIDDLETOWN	NY	109464559
06156	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	17 Delaware Avenue		MIDDLETOWN	NY	109403059
06157	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	17 Delaware Avenue		MIDDLETOWN	NY	109403059
06158	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	147 Broadway		Middletown	NY	109403059
06160	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	265 North Main Street		New Paltz	NY	125611613
06162	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	393-397 Windsor Highway		New Windsor	NY	125537986
06164	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	59 North Plank Road		Newburgh	NY	125502118
06187	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	226 West Bridge Street		Catskill	NY	124141739
06259	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	444-A Broadway		Albany	NY	122042801
06260	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	380A Main Street		Warrensburg	NY	128831432
06261	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	23 Station Avenue		Warrensburg	NY	128831432
06262	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1000 West Avenue 22 East		Warrensburg	NY	127542701
06263	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1649 Schock Plaza	Retail Suite 2	Elmira	NY	149012609
06264	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	4779 Transit Road		Canton	NY	120339766
06265	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	90 North Broad Street		Dewey	NY	140434915
06266	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	151 West Main Street		Nerwich	NY	138151312
06267	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3462 Jerome Avenue		Bronx	NY	104671002
06268	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1 Broadway Mall		Yonkers	NY	104521412
06269	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1 Broadway Mall		Yonkers	NY	104521412
06270	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1263 Broadway		Yonkers	NY	104521412
06271	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	175 Niagara Plaza		Hudson Falls	NY	128301236
06272	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	350 Niagara Street		Buffalo	NY	142011833
06273	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	142 Grant Street		Buffalo	NY	142131605
06274	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	30 Third Street		Troy	NY	121803906
06275	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	17-21 North Pearl Street		Albany	NY	122072701
06276	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	523 Monroe Avenue		Brooklyn	NY	112027709
06277	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2224 Fifth Avenue		Brooklyn	NY	112027709
06278	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2158 White Plains Road		Brooklyn	NY	112027709
06279	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	200 South 4th Street		Brooklyn	NY	112027709
06280	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	90 West Avenue		Brooklyn	NY	112027709
06281	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	167-171 North Main Street		Saratoga Springs	NY	109540120
06282	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	Route 6		Gloversville	NY	128666003
06283	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	14 Vassar Road		Carmel	NY	120782923
06284	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	529 Monroe Avenue		Putnam	NY	105129806
06285	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	65 East Genesee Street		Dauhtess	NY	128603202
06286	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1727 Black River Boulevard		Rochester	NY	146073722
06287	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1224 Erie Boulevard West		Auburn	NY	146073722
06288	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	792 West Main Street		Rome	NY	130214027
06289	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	201 FLEMING AVENUE		Rome	NY	146061428
06290	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1433 Culver Road		ROCHESTER	NY	146154634
06291	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	804 North Goodman Street		Rochester	NY	146094235
06292	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1438 West Ridge Road		Rochester	NY	146152411
06293	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1000 North Clinton Avenue		Rochester	NY	146214526
06294	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	4001 South Salina Street		Syracuse	NY	132052059
06295	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1405 Genesee Street		Syracuse	NY	132101113
06296	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	P & C PLAZA		Syracuse	NY	132011738
06297	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	319 Rummel Street		Utica	NY	135023108
06298	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1094 Genesee Street		Utica	NY	135010000
06299	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2 Center Street		New Hartford	NY	134132817
06300	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1033 Midhawk Street		Utica	NY	135013136
06301	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	141 Oniskany Boulevard		Whiteboro	NY	134921549
06302	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	232 Mohawk Street		Herkimer	NY	133502328
06303	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	319 Broadway		Saratoga Springs	NY	128664110
06304	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	727 Glen Street		Quintonary	NY	128042029
06305	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	147 North Corrie Avenue		Quintonary	NY	128515966
06306	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	94 Main Street		South Glen Falls	NY	128054866

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address Desc	City	State	Zip	County
01827	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Millers Supermarket Shopping Center	N	Y	3770 Pentfield Road	Pentfield	NY	145261736	Cattaraugus
01833	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Millers Supermarket Shopping Center	N	Y	2170 N.Y. Route 43	West Sand Lake	NY	121960372	Monroe
01861	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Crossroad Shopping Center	N	Y	1107 Main Street	Peekskill	NY	105662907	Westchester
01862	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2136 Grand Island Boulevard	Grand Island	NY	140722194	Eric
01868	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	214 Central Avenue	Silver Creek	NY	141361339	Cattaraugus
01871	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	320 Main Street	Peasbush	NY	125081019	Dutchess
01879	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	40 East Main Avenue	Bridgewater	NY	145101142	Livingston
01900	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	40 East Main Avenue	Bridgewater	NY	145101142	Livingston
01910	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	40 East Main Avenue	Bridgewater	NY	145101142	Livingston
01911	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Sheridan Plaza	N	Y	2025 Sheridan Drive	Kenners	NY	142251201	Eric
01912	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2141 Fillmore Avenue	Buffalo	NY	142142205	Eric
01913	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	3953 Lockport Olcott Road	Lockport	NY	140941132	Niagara
01917	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	214 Lockport Street	Youngstown	NY	141741008	Niagara
01937	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1108 State Street	Schenectady	NY	123072610	Schenectady
01947	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	904 Halcy Street	Brooklyn	NY	123311403	Kings
01960	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1315 Jefferson Avenue	Buffalo	NY	142021102	Eric
01969	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1315 Jefferson Avenue	Buffalo	NY	142021102	Eric
02002	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	699 Main Street	Buffalo	NY	142021102	Eric
02004	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	937 Curry Road	Fairport, L.I.	NY	117541106	Nassau
02010	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	518 Jefferson Plaza	Port Jefferson Station	NY	117761104	Suffolk
02098	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	309 Merrick Road	Rockville Centre	NY	115705325	Nassau
02136	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	4046 Broadway (#1-Woodworth#2-Citibank)	Manhasset	NY	115705325	Nassau
02138	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	99-01 Queens Boulevard	Queens	NY	113740000	Queens
02198	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2550 Seaman Neck Road	Seaford	NY	117831243	Nassau
02234	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	270 Peninsula Boulevard	Hempstead	NY	115504913	Nassau
02238	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1000 Main Street	Amstertown	NY	148711011	Chittenden
02244	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	819 Main Street	Chittenden	NY	148711011	Chittenden
02246	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1076 Geneva Street	Chittenden	NY	148711011	Chittenden
02249	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1233 E. Ridge Rd (#1 Building#2 Ground)	Buffalo	NY	142112003	Monroe
02252	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	114-122 Main Street	North Syracuse	NY	131123235	Onondaga
02257	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	438 South Broadway	Yonkers	NY	107052331	Westchester
02613	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	305 West Ferry Street	Buffalo	NY	142042618	Eric
02659	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	344 Avenue X	Buffalo	NY	142030000	Eric
02669	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	144 Main Street	Brooklyn	NY	122359114	Kings
02674	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2063 Main Street	Brooklyn	NY	142231215	Brooklyn
02678	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	73 North Main Street	Brooklyn	NY	142231215	Brooklyn
02686	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	Saratoga & Main	Brooklyn	NY	144201648	Brooklyn
02703	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	5 Garland Lane	Mechanicville	NY	121811591	Rensselaer
02727	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	546-538 West 207th Street	Greenwich	NY	208310000	Greene
02749	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1510 St. Nicholas Avenue	Manhasset	NY	100742611	New York
02756	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	Village Med-X Pharmacy	Manhasset	NY	100333124	New York
02767	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	27 West Main Street	Staten Island	NY	103143993	Richmond
02771	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	33 Forgham Street	Hawcock	NY	137831027	Delaware
02775	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	165-021 Bailey Boulevard	Lyness	NY	144891327	Wayne
02783	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	41 Main Street	Fairport	NY	145421311	Wayne
02784	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	355 Route 306	Fairport	NY	145421311	Wayne
02796	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	281-285 Main Street	Schaublinck	NY	121549701	Rensselaer
03033	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	301 Main Street	Moesty	NY	109521646	Rochester
03110	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	3 Palmer Avenue	Geneva	NY	144565638	Rochester
03235	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	567 Fairmount Avenue	Highland Falls	NY	109281809	Orange
03256	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	503 West 20th Street	Lakewood	NY	138231121	Orange
03257	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2288 Jerusalem Avenue	Manhasset	NY	144565638	Orange
03334	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	117 Montclair Street	Manhasset	NY	147012452	Saratoga
03342	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	101 Spring Street	North Bellmore	NY	100196691	Schenectady
03346	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	149 South Pearl Street	North Bellmore	NY	117101821	Schenectady
03352	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	261 Ulster Boulevard	Albany	NY	122021940	Albany
03359	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	731 Crane Street	Albany	NY	122021940	Albany
03363	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	511 Morris Park Avenue	Albany	NY	122021940	Albany
03373	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	659 Castle Hill Avenue	Albany	NY	122021940	Albany
03385	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	61-37 108th Street	Albany	NY	122021940	Albany
03385	633	21-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2271 Richmond Avenue	Forest Hill	NY	113751347	Queens

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
01411	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	60 Central Avenue		Lancaster	NY	14062115	Westchester
01432	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Hamburg Village Square	N	Y	55-59 S. Moger Avenue		Lancaster	NY	00000000	Erie
03454	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Iga Plaza	N	Y	140 Pine Street		Hamburg	NY	14075514	Erie
03465	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	3035 East Avenue		Central Square	NY	13019596	Onsego
03481	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Fishkill Plaza	N	Y	4211 Broadway	Port Authority Bus Terminal Route 9	New York	NY	10031731	New York
03496	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2 Commonwealth Avenue		East Hill	NY	14064109	Nicholls
03507	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1559 Fishkill Avenue		East Hill	NY	14064109	Nicholls
03518	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Crotona Center	N	Y	3656 Ramonoville Road		Brooklyn	NY	112109969	Brooklyn
03526	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Penn Mall	N	Y	2105 Clinton Avenue	P. O. Box 895	Ramseyville	NY	141319767	Brooklyn
03581	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1111 Pennington Avenue		Brooklyn	NY	125667038	Orange
03594	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	85-10 Northern Boulevard		Brooklyn	NY	112079064	Kings
03597	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	59 Church Street Extension		Brooklyn	NY	113715943	Queens
03609	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	332 Portland Avenue		Brooklyn	NY	129818116	Franklin
03623	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	162-19 Hillside Avenue		Brooklyn	NY	146213117	Nicholls
03627	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	524 West 125th Street		Brooklyn	NY	112201228	Queens
03646	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	138-02 Union Turnpike		Brooklyn	NY	113661940	Queens
03656	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1154 Clarkson Avenue		Brooklyn	NY	112127706	Kings
03677	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1040 S. Nicholas Avenue		Brooklyn	NY	106323826	New York
03717	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1511 Route 22, Suite A		Brooklyn	NY	106594009	Putnam
03809	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	592 East 183rd Street		Brooklyn	NY	104388701	Brooklyn
03812	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	483 Great Neck Road		Jamaica	NY	114324034	Queens
03815	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1603 Westchester Avenue		Brooklyn	NY	102143066	Queens
03816	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	109 West 125th Street		Brooklyn	NY	102710060	New York
03817	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	129 South Avenue		Brooklyn	NY	100716620	New York
03818	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	5901 Bay Parkway		Brooklyn	NY	112041410	Dutchess
03819	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	87 Avenue D		Brooklyn	NY	112042866	Kings
03820	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2436-34 Eastchester Road		Brooklyn	NY	106495916	New York
03821	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	66-54 Fresh Pond Road		Brooklyn	NY	113831255	Kings
03822	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	239 East 196th Street		Brooklyn	NY	112421147	Brooklyn
03823	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	131 East 206th Avenue		Brooklyn	NY	112421147	Brooklyn
03824	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	7821 Third Avenue		Brooklyn	NY	104527013	Kings
03825	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	57 East Rainside Avenue		Brooklyn	NY	112091605	Kings
03826	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	40 West Main Street		Brooklyn	NY	104534103	Brooklyn
03827	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	950-960 Southern Boulevard		Brooklyn	NY	104593402	Brooklyn
03828	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1537-34 86th Street		Brooklyn	NY	10227805	New York
03829	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	506-508 Ulton Avenue		Brooklyn	NY	112011321	Kings
03830	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	191 Brewster Avenue		Brooklyn	NY	112011321	Kings
03831	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	591 East Hill Road		Brooklyn	NY	104693707	Brooklyn
03832	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	332 Division Park Avenue		Brooklyn	NY	146119328	Meane
03833	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	4102 Church Avenue		Brooklyn	NY	112033006	Kings
03834	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	218-35 Hempstead Avenue		Queens Village	NY	114291236	Queens
03835	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1791 Ulton Avenue		Brooklyn	NY	112342120	Kings
03836	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	3700-06 Junction Boulevard		Brooklyn	NY	113681741	Queens
03837	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	4102 18th Avenue		Brooklyn	NY	112185710	Kings
03838	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	6900 4th Avenue		Brooklyn	NY	12091502	Kings
03839	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2707 Francis Lewis Boulevard		Brooklyn	NY	113811146	Queens
03840	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	9702 East 15th Avenue		Brooklyn	NY	113811146	Queens
03841	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2002 Avenue U		Brooklyn	NY	112263516	Kings
03842	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	45-02 43rd Avenue		Brooklyn	NY	112263516	Kings
03843	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1679 Bedford Avenue		Brooklyn	NY	111041902	Queens
03844	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1179 East 233rd Street		Brooklyn	NY	112252601	Kings
03845	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	318 West Washington Street		Brooklyn	NY	104663318	New York
03846	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	82-13 37th Street		Brooklyn	NY	148101024	Schenectady
03847	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	339 Broadway & 145th		Brooklyn	NY	113727011	Queens
04189	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	233 Broadway and 104th Street		Brooklyn	NY	106315827	New York
04190	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	741 Columbus Avenue		Brooklyn	NY	106325643	New York
04191	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	40-16 National Street		Brooklyn	NY	106325643	New York
04192	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y			Carson	NY	106325641	New York
04193	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y			Carson	NY	113682321	Queens

(formerly known as 44258 rd)

STORE LOCATIONS

LEASED STORES

Center Name	Owned	Lease	Address Desc	City	State	Zip	County
Mermaid Plaza Shopping Center	N	Y	282 8th Avenue	Manhattan	NY	100014801	New York
	N	Y	188 9th Avenue & 22nd	New York	NY	100114917	New York
	N	Y	56 7th Avenue & 14th Street	New York	NY	100116672	New York
	N	Y	7 Madison Street	Manhattan	NY	100381202	New York
	N	Y	77-81 1st Avenue	New York	NY	100039429	New York
	N	Y	115 4th Avenue & 12th Street	New York	NY	100092909	New York
	N	Y	133 3rd Avenue & 10th Street	New York	NY	1000216504	New York
	N	Y	1335 Lexington Avenue & 84th	New York	NY	10018408	New York
	N	Y	5 North Greeley Avenue	Southampton	NY	105143410	Washington
	N	Y	161 Main Street	Washington	NY	119684816	Suffolk
	N	Y	302 Church Avenue	Brooklyn	NY	119782701	Kings
	N	Y	892-908 Flatbush Avenue	Brooklyn	NY	112264018	Kings
	N	Y	3901-277 Marwood Avenue	Brooklyn	NY	112241805	Kings
	N	Y	1316-18 Washington Avenue	Brooklyn	NY	112242002	Kings
	N	Y	501 6th Avenue	Brooklyn	NY	100118421	Kings
	N	Y	1091 Ogden Avenue	Brooklyn	NY	104524601	Kings
	N	Y	6291-23 Fourth Avenue	Brooklyn	NY	112204615	Kings
	N	Y	1040 St. John's Place	Brooklyn	NY	111335333	Queens
	N	Y	90-01 Surphin Boulevard	Jamaica	NY	114335331	Queens
	N	Y	115-10 Merrick Boulevard	Jamaica	NY	114341852	Queens
Bruckner Plaza	N	Y	4159 White Plains Road	Bronx	NY	104683021	New York
	N	Y	1090 Grant Boulevard	Bronx	NY	104683021	New York
	N	Y	184-18 Union Turnpike	Flushing	NY	104232515	Queens
	N	Y	21 Graham Avenue	Brooklyn	NY	113661734	Queens
	N	Y	4615-11 Kissena Boulevard	Flushing	NY	112064007	Kings
	N	Y	110 East Broadway Street	Fulton	NY	113553436	Queens
	N	Y	1892-A Third Avenue	Fulton	NY	130692332	Oswego
	N	Y	31-01 Sweeney Street	Long Island City	NY	100294901	New York
	N	Y	57-16 99th Street	Flushing	NY	110319008	Queens
	N	Y	346-66 Avenue	Flushing	NY	113683741	Queens
	N	Y	2 WHEATLEY AVENUE	FLORHAM PARK	NY	127101840	New York
	N	Y	88 Fashioned Lane	Bronx	NY	481951151	Wayne
	N	Y	2532-54 86th Street	Brooklyn	NY	104521601	New York
	N	Y	55-08 Metropolitan Avenue	Ridgewood	NY	112144439	Kings
	N	Y	1936 Van Vliet Avenue	Schenectady	NY	113851221	Kings
	N	Y	352 East 149th Street	Bronx	NY	123081629	Schenectady
	N	Y	4389 White Plains Road	Bronx	NY	104533901	Bronx
	N	Y	89-10 Jamaica Avenue	Bronx	NY	104661414	Queens
	N	Y	4232 Broadway Avenue	Brooklyn	NY	112142860	Queens
	Co-Op City Plaza	N	Y	218 Clark Avenue	Bronx	NY	104662124
N		Y	355 Knickerbocker Avenue	Brooklyn	NY	112262102	Kings
N		Y	41-47 West Fordham Road	Bronx	NY	112371740	Kings
N		Y	9062 Erie Road	Angola	NY	140068824	Bronx
N		Y	2819 Church Avenue	Watertown	NY	140068824	Eric
N		Y	842 State Street	Brooklyn	NY	136012843	Jefferson
N		Y	1849 Second Avenue	New York	NY	101283864	New York
N		Y	4123 Avenue D	Brooklyn	NY	112033705	Kings
N		Y	2920 Third Avenue	Brooklyn	NY	113948802	Queens
N		Y	615 South Meadow Street	Idaho	NY	148203149	Tompkins
N		Y	887 State Route 11	Champlain	NY	129194942	Clinton
N		Y	400 Suffolk Avenue	Brentwood	NY	117174207	Suffolk
N		Y	182 Smith Street	Brooklyn	NY	112016409	Kings
N		Y	1631-43 Pitkin Avenue	Brooklyn	NY	112129050	Kings
N		Y	783 Manhattan Avenue	Brooklyn	NY	112222710	Kings
N		Y	103-131 Jackson Avenue	Syracuse	NY	119131332	Niagara
N		Y	691 Co-Op City Boulevard	Brooklyn	NY	100131601	Bronx
N		Y	412 Third Avenue	Manhattan	NY	100131601	New York
N		Y	45 Saratoga Avenue	Lake Placid	NY	129461019	Essex

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
04805	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2663 U.S. Route 9 West		Broxva	NY	121431314	Catskill
04824	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	537-539 East 13th Street		Broxva	NY	140543007	Albany
04826	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	815 East Tremont Avenue		Broxva	NY	10464108	Broxva
04834	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	908 State Street		Ogdensburg	NY	136693348	St Lawrence
04836	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	245-14 Francis Lewis Boulevard		Rosendale	NY	112272231	Queens
04838	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1481 Monroe Avenue		Rosendale	NY	146180000	Queens
04845	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1811 Rockwood Road		Schenectady	NY	136690000	Nassau
04846	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	559-563 First Street		Schenectady	NY	136120800	Albany
04849	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	39-20 Bell Boulevard		Brooklyn	NY	112041206	Kings
04852	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1351 Coney Island Avenue		Brooklyn	NY	112041119	Kings
04855	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	71-14 Austin Street		Brooklyn	NY	113755335	Queens
04856	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2007 86th Street		Brooklyn	NY	112143203	Kings
04858	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	123-02 Liberty Avenue		Richmond Hill	NY	114192114	Queens
04860	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	46-12 Greenpoint Avenue		Sunnyside	NY	111941708	Queens
04861	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	713 Brighton Beach Avenue		Brooklyn	NY	112356413	Kings
04862	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	50 Great Neck Road		Great Neck	NY	110713305	Nassau
04863	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	100-100 110th Street		Flushing	NY	102330004	New York
04864	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	144-29 North Boulevard		Flushing	NY	102136000	Kings
04865	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	168 Montague Street		Brooklyn	NY	112013600	Kings
04866	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	40-02 Broadway		Brooklyn	NY	110346031	Queens
04867	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	95-14 63rd Drive		Flopp Park	NY	113742025	Kings
04868	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1720 Kings Highway		Brooklyn	NY	112291208	Kings
04873	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	71-18 Kissena Boulevard		Flushing	NY	113677200	Kings
04876	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	55-60 Myrtle Avenue		Ridgewood	NY	113853554	Kings
04877	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3823 Nostrand Avenue		Brooklyn	NY	112250212	Kings
04878	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	325 Route 110 Commercial Highway		Union Station	NY	17464149	Suffolk
04879	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	860 Third Avenue		Brooklyn	NY	112013600	Kings
04884	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1 LeFrak City Plaza		New York	NY	100242100	New York
04885	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	200 West 70th Street	4 E.L. 210-220 Amsterdam Avenue	Flushing	NY	113684160	Kings
04889	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	4910 Broadway		Manhattan	NY	100343135	New York
04893	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2331 Broadway		Manhattan	NY	100256334	New York
04894	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1930 Fulton Street		Brooklyn	NY	11233104	Kings
04896	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	905 Titer Avenue		Rochester	NY	146173918	Monroe
04902	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	6391 Great Neck Road		North Amityville	NY	117011912	Suffolk
04903	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1502 Deer Park Avenue		North Babylon	NY	117030000	Suffolk
04904	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	668 West Sunrise Highway		Baldwin	NY	115100000	Nassau
04905	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1270 Peninsula Boulevard		Hewlett	NY	11571224	Nassau
04928	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1861 Central Avenue		Colonia	NY	122654321	Albany
04930	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1851 Empire Boulevard		Weston	NY	143802109	Monroe
04931	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	249 7th Avenue		Brooklyn	NY	11215610	Monroe
04940	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3220 Monroe Avenue		Rochester	NY	146184608	Monroe
04945	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	35-42 West 120th Street		New York	NY	100274312	New York
04950	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	17 Church Street		Manhattan	NY	100722114	New York
04952	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	171 Chambers Street		Manhattan	NY	100136000	New York
04954	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	7812 Flatlands Avenue		Brooklyn	NY	112163330	Kings
04964	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	Space #MC-10	Vanderbilt Park & Lexington Aves & 42nd	Manhattan	NY	100126000	New York
04967	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	56951 Whiskey Hill Road		Wolcott	NY	145909179	Wayne
04969	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3050 Union Road		Orchard Park	NY	141713115	Eric
04971	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	542-576 Second Avenue		Manhattan	NY	100166307	New York
04981	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3131 Hempstead Turnpike		Levittown	NY	117861318	Nassau
04982	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1640 Hopkins Road		Amherst	NY	142211752	Eric
04991	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	109-07 101st Avenue		Jamaica	NY	114191029	Queens
04992	633	21-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3501 Queens Boulevard		Woodside	NY	113777752	Queens
04998	636	21-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	421 North High Street		Worthington	OH	430811913	Franklin
05012	636	21-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	147 West Liberty Street		Hilliard	OH	448231708	Franklin
05015	636	21-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1081 Mt. Vernon Avenue		Marion	OH	430254643	Marion
05027	636	21-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	136 WEST CENTER STREET		MARION	OH	43302	Marion
05048	636	21-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	540 East Midlithian Boulevard		Youngstown	OH	445022545	Mahoning
05049	636	21-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	590 West Main Street		New Lebanon	OH	433459701	Montgomery
05050	636	21-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	138 North 2nd Avenue		Southernville	OH	439232128	Jefferson
05066	636	21-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	824 Mainburg Centerville Road		West Carrollton	OH	454090000	Montgomery
07103	636	21-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	2704 Belmont Avenue		Youngstown	OH	445051820	Mahoning

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Overlaid Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
00712	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	5 East Ashbolla Street		Jefferson	OH	440471109	Crawley
00713	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	5001 Mahoning Avenue		Warren	OH	444811407	Ashbolla
00716	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	3100 Cleveland Avenue		Columbus	OH	432242906	Trumbull
00717	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	5445 North High Street		Columbus	OH	432141129	Franklin
00775	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	445 Salem Avenue		Dayton	OH	454065815	Montgomery
00794	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	716 Toll A Avenue, S. W.		Warren	OH	444835988	Trumbull
00815	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	4403 Johnson Boulevard		Dayton	OH	454222221	Montgomery
00816	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	4403 Johnson Boulevard		Dayton	OH	454222221	Montgomery
00851	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	5408 Mahoning Avenue		Dayton	OH	454222221	Montgomery
00878	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.	Silver Bridge Plaza	N	Y	404 Silver Bridge Plaza		Gallopia	OH	456111861	Gallia
00984	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.	Meadowbrook Shopping Center	N	Y	929 North 21st Street		Newark	OH	430525919	Licking
01006	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.	Tri-Village Plaza	N	Y	1503 West Fifth Avenue		Columbus	OH	432122403	Franklin
01017	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.	Xenia Towne Square Shopping Center	N	Y	138 Xenia Towne Square		Xenia	OH	431525232	Greene
01092	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.	Pataki's Square	N	Y	78 Oak Meadow Drive	P. O. Box 27	Pataki's	OH	430629217	Licking
01100	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	4400 Hambroviens Boulevard		Warrensville Heights	OH	431643112	Lucas
01167	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	20200 Harvard Avenue		Warrensville Heights	OH	441280809	Cuyahoga
01186	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1805 South Broadway		Warrensville Heights	OH	441691114	Ashbolla
01187	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1805 South Broadway		Warrensville Heights	OH	441691114	Ashbolla
01188	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.	Park Layne Shopping Center	N	Y	564 Madeline Drive		New Carlisle	OH	431422811	Clark
01208	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1560 Collins Road		St. Marys	OH	438832121	Ashtabula
01217	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	3000 East Broad Street		Columbus	OH	432091965	Franklin
01255	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.	Fordtown Shopping Center	N	Y	64 Worthington Square		Worthington	OH	430855266	Franklin
01259	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.	#1 E. Store Lease #2 Le Ground Lease	N	Y	3049 Alexis Road		Toledo	OH	436132012	Lucas
01347	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	9155 Reading Road		Cincinnati	OH	452133343	Hamilton
01351	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01352	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01353	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01354	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01355	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01356	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01357	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01358	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01359	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01360	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01361	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01362	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01363	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01364	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01365	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01366	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01367	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01368	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01369	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01370	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01371	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01372	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01373	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01374	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01375	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01376	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01377	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01378	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01379	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01380	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01381	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01382	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01383	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01384	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01385	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01386	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01387	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01388	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01389	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01390	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01391	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01392	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01393	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01394	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01395	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01396	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01397	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01398	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01399	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01400	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01401	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01402	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01403	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01404	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01405	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01406	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01407	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01408	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01409	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01410	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Franklin	OH	430023555	Warren
01411	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108					

STORE LOCATIONS

LEASED STORES

Center	Center No	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
02721	636	Rite Aid of Ohio, Inc.	Morrow Plaza	N	Y	523 West Pike Street		Morrow	OH	45121021	Crawford
02722	636	Rite Aid of Ohio, Inc.		N	Y	592 West Pike Street		Bethel	OH	451069568	Crawford
02723	636	Rite Aid of Ohio, Inc.		N	Y	3475 Hamilton-Cheves Road		Bellair	OH	450139505	Bellair
02724	636	RITE AID OF OHIO, INC.		N	Y	428 34th Street		Bellair	OH	450615533	Bellair
02725	636	Rite Aid of Ohio, Inc.	Forest Park Plaza	N	Y	683 Northland Road		Chillicothe	OH	457511802	Franklin
02726	636	Rite Aid of Ohio, Inc.		N	Y	1876 North Main Street		Chillicothe	OH	457511802	Franklin
02727	636	Rite Aid of Ohio, Inc.		N	Y	1876 North Main Street		Chillicothe	OH	457511802	Franklin
02728	636	Rite Aid of Ohio, Inc.		N	Y	36212 Euclid Avenue		Chillicothe	OH	44182455	Cuyahoga
02729	636	Rite Aid of Ohio, Inc.	Willis Plaza Shopping Center	N	Y	2700 Miamiburg-Centerville Road		Dayton	OH	454944454	Lake
02730	636	Rite Aid of Ohio, Inc.	Dayton Mall	N	Y	1845 Beall Avenue		Dayton	OH	45493735	Montgomery
02731	636	Rite Aid of Ohio, Inc.	College Hills Shopping Center	N	Y	3318 Warren Road		Dayton	OH	446912343	Wayne
02732	636	Rite Aid of Ohio, Inc.	Warren Village	N	Y	2352 East Third Street		Dayton	OH	441113031	Cuyahoga
02733	636	Rite Aid of Ohio, Inc.		N	Y	10 West National Road		Dayton	OH	454032019	Montgomery
02734	636	Rite Aid of Ohio, Inc.		N	Y	2148 Lake Avenue		Dayton	OH	453771012	Montgomery
02735	636	Rite Aid of Ohio, Inc.		N	Y	1408 North Maple Avenue		Dayton	OH	453771012	Montgomery
02736	636	Rite Aid of Ohio, Inc.		N	Y	1099 North Main Street		Dayton	OH	453771012	Montgomery
02737	636	Rite Aid of Ohio, Inc.		N	Y	28600 Chagrin Boulevard		Dayton	OH	453771012	Montgomery
02738	636	Rite Aid of Ohio, Inc.		N	Y	1965 East 9th Street		Dayton	OH	448632809	Richland
02739	636	Rite Aid of Ohio, Inc.		N	Y	1360 South Main Street		Dayton	OH	441224532	Cuyahoga
02740	636	Rite Aid of Ohio, Inc.		N	Y	2136 Bethel Road		Dayton	OH	441062057	Cuyahoga
02741	636	Rite Aid of Ohio, Inc.		N	Y	5795 State Road		Dayton	OH	432058244	Williams
02742	636	Rite Aid of Ohio, Inc.		N	Y	23709 Center Ridge Road		Dayton	OH	441342541	Cuyahoga
02743	636	Rite Aid of Ohio, Inc.		N	Y	93 North Plains Road		Dayton	OH	441336445	Cuyahoga
02744	636	Rite Aid of Ohio, Inc.		N	Y	614 Rockwood Avenue		Dayton	OH	44501016	Shelby
02745	636	Rite Aid of Ohio, Inc.		N	Y	4332 Cleveland Avenue, N.W.		Dayton	OH	43203248	Columbiana
02746	636	Rite Aid of Ohio, Inc.		N	Y	2154 Elm Road		Dayton	OH	44792152	Stark
02747	636	Rite Aid of Ohio, Inc.		N	Y	1351 South Parsons Road		Dayton	OH	444834005	Trumbull
02748	636	Rite Aid of Ohio, Inc.	Airway Shopping Center	N	Y	146 Woodman Drive		Dayton	OH	432063644	Franklin
02749	636	Rite Aid of Ohio, Inc.	Fairborn Plaza	N	Y	1248 North Broad Street		Dayton	OH	454311423	Montgomery
02750	636	Rite Aid of Ohio, Inc.	Forest Park Plaza Shopping Center	N	Y	4328 North Main Street		Dayton	OH	432453549	Greene
02751	636	Rite Aid of Ohio, Inc.	Towne Center	N	Y	15131 Pearl Road		Dayton	OH	440550013	Montgomery
02752	636	Rite Aid of Ohio, Inc.		N	Y	601 Central Center		Dayton	OH	446472469	Montgomery
02753	636	Rite Aid of Ohio, Inc.		N	Y	3132 Fawcett Avenue		Dayton	OH	45601248	Cuyahoga
02754	636	Rite Aid of Ohio, Inc.	Fountain Square	N	Y	304 Harding Way West		Dayton	OH	454292511	Montgomery
02755	636	Rite Aid of Ohio, Inc.		N	Y	1707 South Kaccoon Road		Dayton	OH	448317729	Crawford
02756	636	Rite Aid of Ohio, Inc.	Wedgewood Plaza Shopping Ctr	N	Y	4030 Market Street		Dayton	OH	445154702	Mahoning
02757	636	Rite Aid of Ohio, Inc.		N	Y	1950 Harst Road		Dayton	OH	445121113	Mahoning
02758	636	Rite Aid of Ohio, Inc.		N	Y	1218 South James Road		Dayton	OH	43231809	Franklin
02759	636	Rite Aid of Ohio, Inc.		N	Y	2581 Fairman Road, N.W.		Dayton	OH	447051336	Franklin
02760	636	Rite Aid of Ohio, Inc.		N	Y	16030 State Road, N.E.		Dayton	OH	447051336	Franklin
02761	636	Rite Aid of Ohio, Inc.		N	Y	2701 Market Street		Dayton	OH	447051336	Franklin
02762	636	Rite Aid of Ohio, Inc.		N	Y	2800 Mahoning Avenue		Dayton	OH	445061018	Mahoning
02763	636	Rite Aid of Ohio, Inc.		N	Y	1145 East Main Street		Dayton	OH	445061018	Mahoning
02764	636	Rite Aid of Ohio, Inc.		N	Y	283 Boardman-Centerville Road		Dayton	OH	442653377	Partridge
02765	636	Rite Aid of Ohio, Inc.		N	Y	20405 Chagrin Boulevard		Dayton	OH	445124806	Mahoning
02766	636	Rite Aid of Ohio, Inc.		N	Y	4236 Belden Mall		Dayton	OH	441223234	Cuyahoga
02767	636	Rite Aid of Ohio, Inc.		N	Y	1905 Wayne Avenue		Dayton	OH	447182504	Stark
02768	636	Rite Aid of Ohio, Inc.		N	Y	956 11th Street		Dayton	OH	45414232	Montgomery
02769	636	Rite Aid of Ohio, Inc.		N	Y	1320 East Strong Road		Dayton	OH	45414232	Montgomery
02770	636	Rite Aid of Ohio, Inc.		N	Y	9519 Ridger Road		Dayton	OH	454294936	Montgomery
02771	636	Rite Aid of Ohio, Inc.		N	Y	1540 Canton Road		Dayton	OH	434402612	Montgomery
02772	636	Rite Aid of Ohio, Inc.		N	Y	2975 West Market Street		Dayton	OH	443333613	Summit
02773	636	Rite Aid of Ohio, Inc.		N	Y	34350 Center Ridge Road		Dayton	OH	440393248	Lorain
02774	636	Rite Aid of Ohio, Inc.		N	Y	693 McCarmy Road		Dayton	OH	440393248	Lorain
02775	636	Rite Aid of Ohio, Inc.		N	Y	4914 Youngstown-Poland Road		Dayton	OH	445141152	Mahoning
02776	636	Rite Aid of Ohio, Inc.		N	Y	152 East Waterloo Road		Dayton	OH	445141152	Mahoning
02777	636	Rite Aid of Ohio, Inc.		N	Y	15149 Summit Road		Dayton	OH	441161811	Summit
02778	636	Rite Aid of Ohio, Inc.		N	Y	28974 Lorain Road		Dayton	OH	441424558	Cuyahoga
02779	636	Rite Aid of Ohio, Inc.		N	Y	15105 St. Clair Avenue		Dayton	OH	440704017	Cuyahoga
02780	636	Rite Aid of Ohio, Inc.		N	Y	3402 Clark Avenue		Dayton	OH	441017119	Cuyahoga
02781	636	Rite Aid of Ohio, Inc.		N	Y			Dayton	OH	441091136	Cuyahoga

771 NORTH GARLAND AVENUE

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operative Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
04814	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc	Rising Sun Plaza Shopping Center	N	Y	222 South Main Street		Orrville	OH	446671910	Wayne
04825	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc		N	Y	1158 Wilmington Avenue		Doyton	OH	454261662	Montgomery
04828	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc		N	Y	3055 Alexis Road		Sylvania	OH	435024451	Lucas
04847	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc		N	Y	1045 Wheland Avenue		Cambria	OH	437252441	Clermont
04891	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc		N	Y	6651 North Ridge Road		Madison	OH	440372639	Lake
04937	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc		N	Y	334 West Park Street		Sandusky	OH	448794804	Franklin
04979	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc		N	Y	109 South Leavitt Road		Amherst	OH	440011780	Franklin
04975	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc		N	Y	3871 Center Road		Brunswick	OH	441213058	Medina
04985	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc		N	Y	27175 Center Ridge Road		Wickliffe	OH	441454024	Cuyahoga
00145	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	166 Lancaster Pike		Crittville	OH	431131864	Crawley
00170	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	199 Kodon Avenue		Holmes	PA	190331308	Delaware
00180	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	5675 Ruting Sun Avenue	Route 447	East Stroudsburg	PA	191201653	Philadelphia
00183	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	218 Eagle Valley Mall		East Stroudsburg	PA	182011515	Monroe
00186	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1300 West Main Street		Woodsboro	PA	190941501	Philadelphia
00189	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1100 West Main Street		Woodsboro	PA	190941501	Philadelphia
00185	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	644 East Main Street		Lansdale	PA	194462960	Montgomery
00187	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	741 Route 113		Lansdale	PA	194462964	Montgomery
00188	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	4537 North Falls Road		Souderton	PA	189641000	Montgomery
00213	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	785 Huntington/Hockledge		Levittown	PA	189019811	Bucks
00253	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	2701 2711 Parade Street		Levittown	PA	190663004	Bucks
00276	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	990 North Main Street	Route 415 R. 402	Huntingdon Valley	PA	190684741	Montgomery
00278	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	5594 Walnut Street		Greensburg	PA	156011300	Westmoreland
00279	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	209 Atwood Street		Pittsburgh	PA	152323132	Allegheny
00281	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	2300 Jane Street		Pittsburgh	PA	152032212	Allegheny
00282	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1912 Myer Avenue		Pittsburgh	PA	152171608	Allegheny
00290	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	500 East Lancaster Avenue		Quakertown	PA	189511250	Berks
00291	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	345 West Broad Street		Quakertown	PA	189511250	Berks
00292	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	424 West Main Street		Quakertown	PA	189511250	Berks
00321	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	681 West Main Street		Quakertown	PA	189511250	Berks
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	105 Old York Road	Route 43, Box 522	New Holland	PA	175279143	Lancaster
00419	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	8445 Frankford Avenue	c/o Old York Road and Meadowbrook	New Cumberland	PA	170702485	Cumberland
00444	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	468 Frintown Avenue		Philadelphia	PA	191362430	Philadelphia
00447	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	261 Westmoreland Mall		Pennsburg	PA	180731423	Montgomery
00454	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	12 Douglasville Shopping Center		Greensburg	PA	156013516	Westmoreland
00457	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1200 West Marcell Street		Douglasville	PA	195181566	Berks
00467	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1400 North 1st Street		York	PA	174043416	York
00470	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1400 North 1st Street		York	PA	174043416	York
00479	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	525 Penn Avenue	Route 463	Hartfield	PA	194498803	York
00525	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	5400 Rising Sun Avenue		West Reading	PA	196110355	Bucks
00540	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	2944 Island Avenue		Philadelphia	PA	191203009	Philadelphia
00552	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	423 Spruce Street		Philadelphia	PA	191532026	Philadelphia
00554	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	301 Northampton Street		Scranton	PA	185030000	Lackawanna
00558	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1218 Chestnut Street		Scranton	PA	189423313	Northampton
00560	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	9200 Keweenaw Road		Philadelphia	PA	191074823	Philadelphia
00567	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	3327 Commerce Avenue		Philadelphia	PA	19115421	Philadelphia
00571	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1004 North Elmira Street		Philadelphia	PA	191091002	Philadelphia
00579	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1665 Bern Road		Scranton	PA	184026442	Bradford
00719	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	69 South 69th Street		Wyomissing	PA	196101629	Berks
00726	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1864 Markley Street		Upper Merion	PA	190822433	Delaware
00740	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1112 South Washington Avenue		Scranton	PA	194012904	Montgomery
00754	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	118-20 Main Street		Scranton	PA	185051532	Lackawanna
00790	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	118-20 Main Street		Scranton	PA	168309191	Clearfield
00935	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	1937 West Chester Pike		Butler	PA	180013913	Butler
00939	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	234 South Main Street		Scranton	PA	168017622	Clearfield
00941	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	507 Main Street		Scranton	PA	168011148	Clearfield
00943	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	2318.24 North Front Street		Scranton	PA	159012010	Clearfield
00944	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y	104 East Third Street		Scranton	PA	191331716	Philadelphia
00945	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc		N	Y			Bethlehem	PA	180151306	Northampton

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip
0818	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Teaman Corporation	N	Y	5140 Woodland Avenue		Philadelphia	PA	19142232
0819	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	147 High Street		Montgomery	PA	18646337
0820	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	674 North Fifth Street		Philadelphia	PA	19126802
0821	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	4500-08 Broadford Avenue		Philadelphia	PA	19126802
0822	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	8338 4362 Buistden Avenue		Philadelphia	PA	19151989
0823	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	97 West Broad Street		Philadelphia	PA	18018740
0824	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1781 Steffo Boulevard		Philadelphia	PA	180176235
0825	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	8716 New Falls Road		Philadelphia	PA	190541708
0826	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	11750 Bustleton Avenue		Philadelphia	PA	19162515
0827	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1165 MacArthur Road		Philadelphia	PA	180527010
0828	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	326 East Chester Pike		Delaware	PA	190741202
0829	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	168 West Lancaster Avenue		Delaware	PA	190031401
0830	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	160-166 West Chelton Avenue		Delaware	PA	191443302
0831	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	500 North Claude Lord Boulevard		Delaware	PA	179013668
0832	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3900 Cator Avenue		Delaware	PA	191245602
0833	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1513 Lindbergh Boulevard		Delaware	PA	191532001
0834	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1825 West Chester Road		Delaware	PA	191532001
0835	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1440 East High Street		Delaware	PA	153799558
0836	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1050 Philadelphia Avenue		Delaware	PA	192329312
0837	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1901 Spruce Road		Delaware	PA	190083504
0838	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	320 East Lincoln Highway		Delaware	PA	193203407
0839	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	127 West Lancaster Pike		Delaware	PA	190873305
0840	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1033 West County Line Road		Delaware	PA	190401002
0841	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	Route 22, Road #4		Delaware	PA	157170116
0842	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	8130 Roosevelt Boulevard		Delaware	PA	151522911
0843	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	401-403 South Main Street		Delaware	PA	185181608
0844	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	Route 68 & Interstate 80		Delaware	PA	162148921
0845	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3445 Lincoln Highway		Delaware	PA	193155503
0846	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1475 High Street		Delaware	PA	190731404
0847	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	60 South Market Street		Delaware	PA	180143009
0848	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1137 Market Street		Delaware	PA	170141702
0849	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	238 & Butler Streets		Delaware	PA	180425302
0850	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	710 Burrows Road		Delaware	PA	190243322
0851	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3200 Red Lion Road		Delaware	PA	19141109
0852	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3210 Banksville Road		Delaware	PA	152162757
0853	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	2131-59 North Broad Street		Delaware	PA	191321105
0854	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	500 Chestnut Brook Boulevard		Delaware	PA	190875603
0855	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	Route 13 & West Trenton Avenue		Delaware	PA	190679803
0856	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	175 Wilson Road		Delaware	PA	153141027
0857	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1233 West Main Street		Delaware	PA	150632829
0858	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3409-13 Montgomery Boulevard		Delaware	PA	190201142
0859	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3250 Broadhead Road		Delaware	PA	190144538
0860	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1320 Chestnut Avenue		Delaware	PA	180143009
0861	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	131 Peckell Road		Delaware	PA	190143009
0862	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1315 East Washington Lane		Delaware	PA	190143009
0863	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	2501-05 Welsh Road		Delaware	PA	194382400
0864	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	2 Main Street		Delaware	PA	186611508
0865	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	640 Montgomery Ave.		Delaware	PA	190726010
0866	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	488 Second Street Pike		Delaware	PA	189661200
0867	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	25 East Pike Street		Delaware	PA	153171311
0868	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	Routes 209 & 115		Delaware	PA	183226638
0869	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	215 South Broad Street		Delaware	PA	191075325
0870	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1611 East Carson Street		Delaware	PA	152031703
0871	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	725 Lytle Boulevard (New Lease)		Delaware	PA	151322606
0872	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	102 North Main Street		Delaware	PA	184602166
0873	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	315 Cochran Road		Delaware	PA	152281231
0874	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	100 North Folsom Drive		Delaware	PA	187218113
0875	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	523 North Folsom Street		Delaware	PA	187218113
0876	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	155 East Northampton Street		Delaware	PA	187014601
0877	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	929 South High Street		Delaware	PA	193825466
0878	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	2910 South 70th Street		Delaware	PA	191425502
0879	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1650 Main Street		Delaware	PA	184471334
0880	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	211 East Main Street		Delaware	PA	155371211
0881	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	412 Broadway Street (New Lease)		Delaware	PA	151081632

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Categories	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
0146	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Sharon Hill Plaza	N	Y	619 Broad Street		New Berlinham	PA	168421106	Cherry
0156	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Acme Plaza Shopping Center	N	Y	630 Main Street		Ponaca	PA	156461540	Cherry
0181	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Zabi's TGA Shopping Center	N	Y	1106 Chester Road @ Greenwich Street		Sharon Hill	PA	190791915	Delaware
0189	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	North 6th Street @		Liberty	PA	196021157	Berks
0189	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	6375 Liberty Road		Liberty	PA	151298302	Allegheny
0162	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	223 Y Street		Derby	PA	156271259	Westmoreland
0162	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	River Road @ Carey Street		Plains Township	PA	187051610	Luzerne
0166	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	706 East Main Street		Palmyra	PA	177837304	Lancaster
0167	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	707 Sharon New Castle Road		Parrott	PA	161211361	Mercer
0185	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Instalack's Supermarket Shopping Center	N	Y	801 New Falls Road		Parrott	PA	160572410	Bucks
0189	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Slippery Rock Plaza (Building Lease)	N	Y	801 Main Street		Parrott	PA	160572410	Bucks
0189	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Imperial Palm Plaza (Building Lease)	N	Y	1 Camp Hill Mall, Suite 106		Parrott	PA	170113735	York
0189	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Edgewood Village Shopping Center	N	Y	223 Grove City Road		Slippery Rock	PA	160370000	Butler
01704	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	9141 Bridge Road		Grand	PA	164179645	Bucks
01709	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Jeffersonville Shopping Center	N	Y	657 Hazard Road		Verdy	PA	190676338	Bucks
01726	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Taylor Shopping Center	N	Y	1 Centennial Way		Dalton	PA	156831744	Westmoreland
01733	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	413 Route 22		Dalton	PA	156260000	Westmoreland
01735	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1930 West Main Street		Jeffersonville	PA	194033175	Montgomery
01739	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1345 South Main Avenue		Philadelphia	PA	191392644	Philadelphia
01754	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1533 Richmond Street		Taylor	PA	189043237	Lackawanna
01758	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1130 Commerce Avenue		Taylor	PA	191371912	Lackawanna
01766	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Stuyvesant Plaza	N	Y	10 Snyder Avenue		Philadelphia	PA	191482711	Philadelphia
01780	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Bi-Lo Plaza	N	Y	2801 West Dauphin Street		Philadelphia	PA	191323452	Philadelphia
01800	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Village Shopping Center	N	Y	1516 Jefferson Avenue		Windsor	PA	159631752	Somerset
01847	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Colonial Plaza	N	Y	387 York Avenue		East Stroudsburg	PA	183011969	Morococ
01854	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Kelly's Korner	N	Y	Route 209		North Towanda	PA	186482016	Bradford
01902	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	2533 Kensington Avenue		Philadelphia	PA	191251321	Philadelphia
01929	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Lionville Shopping Center	N	Y	1709 Liberty Avenue		Philadelphia	PA	169021650	Erie
01929	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	2105 North Third Street		Harrisburg	PA	171101812	Dauphin
01944	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	411 North Main Street		Spring Grove	PA	172621130	York
01944	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	161 East York Boulevard		Spring Grove	PA	172621130	York
01944	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	2017-2023 South Road Street		Spring Grove	PA	172621130	York
01955	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Carriage Square	N	Y	7401 Oycana Avenue		Philadelphia	PA	191482505	Philadelphia
01956	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Parkwood Shopping Center	N	Y	900 Mount Royal Boulevard		Philadelphia	PA	191382015	Philadelphia
01963	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	Sterling Road, Route 196		Pittsburgh	PA	152231060	Allegheny
01975	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	12333 Academy Road		Toiyahanna	PA	184669806	Morococ
01976	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	263 Comellville Street		Philadelphia	PA	191541977	Philadelphia
01981	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Beaufort Plaza	N	Y	4810 Penn Avenue		Uniontown	PA	154013814	Fayette
02000	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	329 Port Allegheny Road		Coudersport	PA	160081111	Berks
02000	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	2023A Longestown Road		Harrisburg	PA	160159592	Proter
02000	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	161 East York Boulevard		Harrisburg	PA	171109484	Dauphin
02000	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	334 Cumberland Parkway		McChesnut	PA	176555621	Northampton
02000	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	762 East Johnson Highway		McChesnut	PA	176555621	Northampton
02106	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Norris Hills Shopping Center	N	Y	3605 Airport Road	Route 290	Allentown	PA	180013110	Lebanon
02148	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Village Square	N	Y	P.O. Box 628		Allentown	PA	181039406	Northampton
02260	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1645 Manheim Pike		Hamlin	PA	184270628	Wayne
02267	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	4132 Pond Street		Lancaster	PA	176012027	Lancaster
02271	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	4135 North George Street Extended		Bristol Borough	PA	190075121	Bucks
02275	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	39 Warm Spring Road		East Manchuering	PA	173492008	York
02277	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1701 Third Street		Chambersburg	PA	172019497	Franklin
02298	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Sunnyway Foods Shopping Center	N	Y	62.70 East Baltimore Avenue		Beaver	PA	156092432	Beaver
02422	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	Broadway Phillip Streets		Lansdowne	PA	190502741	Delaware
02426	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Prather Valley Plaza	N	Y	156 Amber Hill		Lansdowne	PA	182331064	Delaware
02427	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	245 South George Street		Lansdowne	PA	182331064	Delaware
02466	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	City Heights Shopping Center	N	Y	60 East Demer Avenue		York	PA	174031505	Lancaster
02474	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	59 North Main Street		York	PA	174031501	Lancaster
02476	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	101-111 West Main Street		Monaca	PA	156621308	Washington
02480	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	129 East Centre Street		Ridgely	PA	178331608	Elk
02482	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	847 Midland Avenue		Ashland	PA	179212010	Columbia
02545	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	300 Market Street		Elizabeth	PA	156591511	Berks
02548	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1001 Jefferson Avenue		Washington	PA	153012105	Allegheny
02548	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1600 Edgemont Avenue		Chester	PA	190135125	Delaware

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Transit Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
02421	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Ewell Station Shopping Center	N	Y	5601B Richmond Road		Williamsburg	VA	231851919	Williamsburg
02469	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Bealton Village Center	N	Y	11037 Marsh Road		Bealton	VA	227129315	Frederick
02488	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Village Square Shopping Center	N	Y	15105 Patrick Henry Highway		Chesapeake	VA	230285905	Armeda
02499	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	123 U.S. Route 460 East		Chesapeake	VA	230285905	Armeda
02530	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Aquia Town Center	N	Y	9520 Chamberlayne Road		Stafford	VA	231159901	Hanover
02580	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Ferry Farm Shopping Center	N	Y	2582 Jefferson Davis Highway, #101		Stafford	VA	231159901	Hanover
02581	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Gleeshaugh Shopping Center	N	Y	203 Kings Highway		Richmond	VA	231656650	Stafford
02582	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Beachgate Center	N	Y	10446 Ridgefield Parkway		Richmond	VA	231656650	Stafford
02615	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Festival at Manchester Lakes	N	Y	700 McKenney Boulevard		Richmond	VA	232431544	Stafford
02644	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Westmont Shopping Center	N	Y	7003-C Manchester Boulevard	Suite 700	Richmond	VA	232431544	Stafford
02650	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Little River Center	N	Y	3263 Columbia Pike		Arlington	VA	221032553	Alexandria
02651	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Twinnbrook Centre	N	Y	9579 Braddock Road		Annandale	VA	220943151	Arlington
02734	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Church Street Crossing	N	Y	1720 Duke Street		Fairfax	VA	220933013	Fairfax
02748	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	740 Elkon Plaza Shopping Center	Rome 33 Bypass	Alexandria	VA	223143425	Alexandria
02775	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	720-2 Church Street		Elkton	VA	238379803	Rockingham
03271	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Caroline Square Shopping Center	N	Y	801 Frederic Boulevard		Portsmouth	VA	235102908	Norfolk
03316	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	103 Woodway Street		Portsmouth	VA	237074105	Norfolk
03322	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	6921 Lake Harbour Drive		Farmington Gap	VA	242772909	Lee
03409	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	104 West Broadus Avenue		Keyfitzville	VA	231129998	Cheserfield
03451	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	80 South Armitstead Avenue		Bowling Green	VA	234794004	Caroline
03630	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	415 Route 80	P.O. Box 1680	Honaker	VA	232694017	Hampton
03631	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Cystal Gateway	N	Y	7224 Hill Sovereign Highway		Galax	VA	243332124	Galax
03633	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Remuda Square	N	Y	1235 Jefferson Davis Highway		Richmond	VA	232558004	Henrico
03641	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	12633 Jefferson Davis Highway		Arlington	VA	222023283	Arlington
03642	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	100 South College Drive		Cheser	VA	238315307	Cheserfield
03643	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	1420 South Main Street		Franklin	VA	238312423	Southampton
03645	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	East Lary Shopping Center	N	Y	12 East Lary Shopping Center		Lynchburg	VA	228012531	Page
03646	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Culmore Shopping Center	N	Y	6003 Leesburg Pike		Lynchburg	VA	228315449	Page
03649	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Hillwood Shopping Center	N	Y	705 Dominion Square Shopping Center		Charlottesville	VA	227012479	Culpeper
03652	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	157 Hillwood Avenue		Richmond	VA	230659113	Fairfax
03653	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Rose Hill Shopping Center	N	Y	6100 Rose Hill Drive		Richmond	VA	231615903	Henrico
03658	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Brad-Lee Shopping Center	N	Y	3614 King Street		Arlington	VA	222023283	Arlington
03660	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Mt. Vernon Shopping Center	N	Y	8244 Richmond Highway		Cheser	VA	238315307	Cheserfield
03662	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Brighton Plaza	N	Y	6229 Little River Turnpike		Franklin	VA	238312423	Southampton
03663	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Forchase Shopping Center	N	Y	4515 Duke Street		Lynchburg	VA	228012531	Page
03665	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Hollin Hall Shopping Center	N	Y	7968 Fort Hunt Road		Lynchburg	VA	228315449	Page
03674	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Bancroft Shopping Center	N	Y	940 South George Mason Drive		Charlottesville	VA	229022923	Arlington
03675	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Cystal Underground	N	Y	2120 Crystal Plaza Arcade		Charlottesville	VA	229022923	Arlington
03678	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Loe Harrison Shopping Center	N	Y	1697 Crystal Square Arcade		Arlington	VA	222023322	Arlington
03686	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Westover Shopping Center	N	Y	2593 North Harrison Street		Arlington	VA	222071616	Arlington
03691	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Royal Oak Shopping Center	N	Y	5841 North Washington Boulevard		Fairfax	VA	222052923	Arlington
03695	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Gloucester Shopping Center	N	Y	10521 Lee Highway		Fairfax	VA	220303103	Fairfax
03705	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	210 North Commerce Avenue		Front Royal	VA	230522010	Hanover
03706	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	6008 Main Street		Gloucester	VA	236304419	Warren
03710	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	2302 Oaklawn Boulevard		Gloucester	VA	230615121	Gloucester
03711	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	1801 Hill Street Road		Hopewell	VA	238605032	Prince George
03712	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	723 South King Street		Richmond	VA	232431721	Richmond
03714	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	5724 Hopewell Road		Richmond	VA	232431721	Richmond
03715	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	501 Huguenot Road		Leesburg	VA	201735619	Leesburg
03718	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	520 West Broadus Avenue		Richmond	VA	232346614	Hanover
03719	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	10080 Hill Street Road		Richmond	VA	232221123	Henrico
03721	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	6335 Jankie Road		Richmond	VA	232541409	Henrico
03722	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	9190 Presant Avenue		Richmond	VA	232241442	Henrico
03723	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	1312 Chain Bridge Road		Richmond	VA	232541442	Henrico
03724	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	6224 Old Dominion Drive		Richmond	VA	232541442	Henrico
03725	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		N	Y	WESTGATE COMMONS S/C		Manassas	VA	201105302	Prince William
03726	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Warwick Village Shopping Center	N	Y	14260 Warwick - Dembigh Boulevard	7407 COLSHIRE DRIVE	McLean	VA	221033901	Fairfax
03727	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Blue Ridge Station Shopping Center	N	Y	609 East Main Street	Suite 8	McLean	VA	22102	Fairfax
						N	Y			Parceville	VA	201323182	Loudoun

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
01334	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Ravenworth Shopping Center	N	Y	5230 Post Royal Road		Springfield	VA	22131202	Stafford
01336	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Ravenworth Shopping Center	N	Y	963 Providence Square Center		Virginia Beach	VA	23464301	Virginia Beach
01371	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Hunter Woods Village Center	N	Y	520 Ladin Road		Virginia Beach	VA	23461800	Virginia Beach
01378	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Hunter Woods Village Center	N	Y	7260A Hunters Woods		Reason	VA	20191298	Stafford
01740	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Roadslyn Metro Center	N	Y	515 North Main Street		Suffolk	VA	23454426	Suffolk
01745	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Roadslyn Metro Center	N	Y	507 Anderson Avenue		Windchester	VA	22601380	Franklin
01746	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Roadslyn Metro Center	N	Y	231 West Lee Highway	Suite 641	Warrenton	VA	201862078	Franklin
01847	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Northern Virginia Shopping Center	N	Y	686 Eldon Street		Herndon	VA	201704723	Fairfax
01848	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Northern Virginia Shopping Center	N	Y	1220 North 23th Street		Richmond	VA	232252941	Richmond
01849	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Northern Virginia Shopping Center	N	Y	Route 300		Warshaw	VA	232571296	Richmond
01850	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Pinus Shopping Center	N	Y	7978 Lee Highway	P.O. Box 1298	Roadford	VA	24141891	Roadford
01851	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Pinus Shopping Center	N	Y	2229 Jefferson Davis Highway	Route 11	Fredericksburg	VA	22402605	Stafford
01852	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Pinus Shopping Center	N	Y	10818 Warwick Boulevard		Fredericksburg	VA	22401741	Stafford
01853	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Pinus Shopping Center	N	Y	47208 Lee Highway		Newport News	VA	22007347	Stafford
01854	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Pinus Shopping Center	N	Y	25096 Louisa Highway		Onley	VA	23180710	Accomack
01855	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Pinus Shopping Center	N	Y	4340 South Laburnum Avenue		Richmond	VA	23212418	Henrico
01901	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	737 Independence Boulevard		Virginia Beach	VA	234556205	Virginia Beach
01902	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	2817 Shore Drive		Virginia Beach	VA	234511367	Virginia Beach
01903	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	7279 General Booth Boulevard, Suite 119		Virginia Beach	VA	234543872	Virginia Beach
01904	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	628 Northampton Road		Virginia Beach	VA	23461631	Virginia Beach
01905	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	2272 Fox Hill Road		Hampton	VA	236601719	York
01906	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	1141 London Boulevard		Portsmouth	VA	237042339	Portsmouth
01907	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	8915 Paterson Avenue		Richmond	VA	23296323	Richmond
01908	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	5500 George Washington Highway		Richmond	VA	236923622	Richmond
01909	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	523 West 31st Street		Grifton	VA	23371985	Norfolk
01910	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	2080 Great Falls Plaza		Stirling	VA	20163248	Loudoun
01911	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	2149 South Main Street		Stirling	VA	20163248	Loudoun
01912	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	2447 George Washington Boulevard		York	VA	23466376	York
01913	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	3201 Academy Avenue		York	VA	23072300	York
01914	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	6711 Richmond Highway		York	VA	237031202	York
01915	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	1055 East Main Street		York	VA	237031202	York
01916	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	240 South Battlefield Boulevard		York	VA	237031202	York
01917	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	1033 North Battlefield Boulevard		York	VA	237031202	York
01918	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	111 West Chesapeake Street		York	VA	237031202	York
01919	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	590 Madison Road		York	VA	237031202	York
01920	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	3316 Campbell Avenue		York	VA	237031202	York
01921	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	212 Memorial Avenue		York	VA	248016502	Campbell
01922	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	150 North 11th Street		York	VA	248016502	Campbell
01923	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	2917 Brandon Avenue, S.W.		York	VA	248016502	Campbell
01924	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	112 West Chesapeake Street		York	VA	248016502	Campbell
01925	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	524 Virginia Beach Boulevard		York	VA	248016502	Campbell
01926	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	112 West Chesapeake Street		York	VA	248016502	Campbell
01927	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	6231 West Chesapeake Street		York	VA	248016502	Campbell
01928	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	3110 The Boulevard		York	VA	248016502	Campbell
01929	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	599 Mount Clinton Pike		York	VA	248016502	Campbell
01930	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	3206 Electric Road		York	VA	248016502	Campbell
01931	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	501 North Center Street		York	VA	248016502	Campbell
01932	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	1311 Plum Forest Road		York	VA	248016502	Campbell
01933	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	1026 Orange Avenue, N.E.		York	VA	248016502	Campbell
01934	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	5925 Progress Avenue Road		York	VA	248016502	Campbell
01935	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	1010 13th Street, S.E.		York	VA	248016502	Campbell
01936	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	5500 Lakeside Avenue		York	VA	248016502	Campbell
01937	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	1109 Beane Church Road		York	VA	232285719	Henrico
01938	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	6130 Chesapeake Boulevard		York	VA	233132004	Norfolk
01939	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	795 North Main Street		York	VA	243454005	Smyth
01940	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	5035 Fernal Parkway		York	VA	23464381	Virginia Beach
01941	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	N	Y	5600 Georgia Avenue, N.W.	(Ground Lease)	Washington	DC	200112927	Distriet of Columbia

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
02710	609	23-2461466	RITE AID OF WASHINGTON D.C., INC.	Tenant Corporation		N	Y	801 H Street, N.E.		Washington	DC	200023628	District Of Columbia
03351	609	23-2461466	RITE AID OF WASHINGTON D.C., INC.	Rite Aid of Washington, D.C., Inc.		N	Y	1036 U Street, N.W.		Washington	DC	200094445	District Of Columbia
03845	609	23-2461466	RITE AID OF WASHINGTON D.C., INC.	Rite Aid of Washington, D.C., Inc.	Executive Building	N	Y	1034 15th Street, N.W.		Washington	DC	200051502	District Of Columbia
03135	609	23-2461466	RITE AID OF WASHINGTON D.C., INC.	Universal Building (New Lease)	Executive Building	N	Y	1815 Connecticut Avenue		Washington	DC	200095702	District Of Columbia
04857	609	23-2461466	RITE AID OF WASHINGTON D.C., INC.	Foxhall Square	Executive Building	N	Y	3301 New Mexico Avenue		Washington	DC	200165622	District Of Columbia
00112	609	23-2461466	RITE AID OF WASHINGTON D.C., INC.			N	Y	4635 South Capitol Street, S.W.		Washington	DC	200322717	District Of Columbia
00121	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	1401 Rhode Island Avenue		Washington	DC	200183708	District Of Columbia
00141	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	Route 10, P.O. Box 576		Man	WV	256514576	District Of Columbia
00173	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	200 Kanawha Avenue		Princeton	WV	248740570	Logan
00280	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	101 A Roosevelt Boulevard		Princeton	WV	256311108	Logan
00284	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	902 North Lewis Street		Princeton	WV	256311108	Logan
00336	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	20 South Florida Street		Princeton	WV	256311108	Logan
00394	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	P.O. Box 809		Princeton	WV	256311108	Logan
00442	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	Route 19 South		Princeton	WV	256311108	Logan
00481	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	208 South Pike Street		Princeton	WV	256311108	Logan
00534	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	127 Holland Avenue		Princeton	WV	256311108	Logan
00535	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	127 West Main Street		Princeton	WV	256311108	Logan
00536	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	28 West Main Street		Princeton	WV	256311108	Logan
00542	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	3801 Main Avenue		Princeton	WV	256311108	Logan
00545	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	406 West Washington Street		Princeton	WV	256311108	Logan
00546	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	810 West 14th Street		Princeton	WV	256311108	Logan
00547	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	660 South Main Street		Princeton	WV	256311108	Logan
00548	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	1015 Bridge Road		Princeton	WV	256311108	Logan
00549	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	100 21st Street		Princeton	WV	256311108	Logan
00550	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	305 5th Avenue (Formerly #1379)		Princeton	WV	256311108	Logan
00551	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	1201 Main Street, East		Princeton	WV	256311108	Logan
00552	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	1681 10th Street		Princeton	WV	256311108	Logan
00553	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	Route #3, Box 67		Princeton	WV	256311108	Logan
00554	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	100 Beckley Plaza		Princeton	WV	256311108	Logan
00555	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	218 West North Street (Parking Lot)		Princeton	WV	256311108	Logan
00556	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	4016 State Route 34		Princeton	WV	256311108	Logan
00557	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	6401 U.S. Avenue		Princeton	WV	256311108	Logan
00558	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	3175 West Dupont Avenue		Princeton	WV	256311108	Logan
00559	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	2700 East Dupont Avenue		Princeton	WV	256311108	Logan
00560	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	Route 33 - Miller Drive		Princeton	WV	256311108	Logan
00561	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	173 Main Street		Princeton	WV	256311108	Logan
00562	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	406 Smoot Avenue		Princeton	WV	256311108	Logan
00563	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	Route 3, Box 7-3		Princeton	WV	256311108	Logan
00564	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	P.O. Box 460, Cook Parkway		Princeton	WV	256311108	Logan
00565	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	781 Virginia Avenue (New Lease)		Princeton	WV	256311108	Logan
00566	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	401 Moran Avenue		Princeton	WV	256311108	Logan
00567	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	2 Dudley Avenue		Princeton	WV	256311108	Logan
00568	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	408 Main Street		Princeton	WV	256311108	Logan
00569	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	85 Southeater Shopping Center		Princeton	WV	256311108	Logan
00570	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	Route 105, 35 & 20		Princeton	WV	256311108	Logan
00571	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	101-103 West Main Street		Princeton	WV	256311108	Logan
00572	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	1960 East 7th Street		Princeton	WV	256311108	Logan
00573	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	2200 Grand Central Avenue		Princeton	WV	256311108	Logan
00574	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	4421 Empress Avenue		Princeton	WV	256311108	Logan
00575	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y	1301 Washington Street East		Princeton	WV	256311108	Logan
00576	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00577	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00578	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00579	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00580	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00581	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00582	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00583	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00584	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00585	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00586	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00587	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00588	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00589	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00590	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00591	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00592	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00593	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00594	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00595	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00596	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00597	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00598	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00599	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00600	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00601	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00602	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00603	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00604	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00605	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00606	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00607	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00608	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00609	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00610	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00611	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00612	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00613	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	256311108	Logan
00614	609	23-1940654	RITE AID OF WEST VIRGINIA, INC.			N	Y			Princeton	WV	25631	

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Address One	Address Two	City	State	Zip
01564	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Suncrest Shopping Plaza	716 Patton Drive		Hamlin	WV	265032302
01634	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		8323 Court Avenue		Hamlin	WV	252231332
01657	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		1389 State Route 10, North		Branchland	WV	255089719
01688	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		306 North Main Street		Branch Springs	WV	262881046
01694	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		2418 Jackson Avenue		Point Pleasant	WV	255502098
01708	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		1708 Harper Road		Rockley	WV	258013311
01819	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		1154 Main Street	P.O. Box 318	Alamogordo	WV	252151916
01844	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Nature Fort	1154 Main Street		Alamogordo	WV	252151916
01849	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		401 Madeline Pike		Niagara	WV	255019438
01892	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		1510 Main Street		Niagara	WV	255019438
02258	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Harman Plaza (#1 is Parcel 1 - 2 B 2)	U.S. Route 119		Follinsville	WV	263549804
02258	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		520 North State Route 2		Grafton	WV	261552714
02265	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		U.S. Route 219 & S.R. 15 (Ground Lease)		New Marlinton	WV	249540000
02265	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		114 Main Street	P.O. Box 148	Marion	WV	262870148
02289	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		2374 Valley Road		Becky Springs	WV	254114304
02351	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		301 Central Avenue		Wayne	WV	257709605
02464	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Battleground Crossing Shopping Center	317 Alton Road		Rite Aid of West Virginia, Inc.	WV	249682373
02469	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		1510 Main Street	P.O. Box 6547	Charleston	WV	253030000
02549	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Le Rose Shopping Center	806 South Broad Street		Summersville	WV	254439445
02611	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		4402 Pennsylvania Avenue	Route 119	Summersville	WV	266511738
02620	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		State Route 7	415 East Main Street	Big Chimney	WV	253024700
02728	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		2 First Avenue		Kingwood	WV	265371701
02799	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		627 Fairmont Avenue		Clendenin	WV	259459869
02808	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		101 South Main Street		Bluefield	WV	247019190
03131	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	South Branch Square	1490 East Main Street		Farmont	WV	265545103
03188	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		126 12th Street		Marion	WV	268561280
03399	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Rite Aid Shopping Center	Routes 33 & 220		Wellburg	WV	266701530
03666	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Marionburg Plaza	609 Winchester Avenue		Marionburg	WV	268070015
04731	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		937 Cross Lanes Drive		Marionburg	WV	254012101
04731	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	West Virginia Distribution Center	3114 Topsy Valley Road		Marionburg	WV	251313115
04731	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		800 First Avenue		Marionburg	WV	2525261335
04731	649	21-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		1521 Auburn Way North		Marionburg	WV	268561280
05172	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Rose Plaza	32015 Pacific Highway, South		Bellevue	WA	980045901
05172	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.		120 106th Avenue		Bellevue	WA	980045901
05176	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Factoria Square Mall	3905 Factoria Square Mall, S.E.		Bellevue	WA	980061264
05178	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Eastgate Plaza	15100 S.E. 38th Street		Bellevue	WA	980061264
05180	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.		19107 Boothell Way, N.E.		Boothell	WA	980112938
05181	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Mill Creek Shopping Center	16223 Boothell-Everett Highway		Boothell	WA	980121520
05182	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Thrasher's Center	20615 Boothell-Everett Highway		Boothell	WA	980121520
05183	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.		22315 Highway 99		Boothell	WA	980203841
05186	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Canyon Park Shopping Center	2231 Boothell Way, S.E.		Boothell	WA	980216498
05187	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.		2231 Boothell Way, S.E.		Boothell	WA	980216498
05188	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Twin Lakes	2231 Boothell Way, S.E.		Boothell	WA	980216498
05192	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Town & Country	2131 S.W. 136th Street		Issaquah	WA	980273164
05194	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Pine Lake Village Shopping Center	1065 N.W. Gilman Boulevard		Issaquah	WA	980273164
05195	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Purber Lake	20518 108th Avenue, S.E.		Issaquah	WA	980311542
05197	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Teem Lake Mall	12530 Teem Lake Boulevard		Kirkland	WA	980347205
05198	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.		9820 N.E. 132nd Street		Kirkland	WA	980341999
05200	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Vaughan Center	7500-A 196th Street, S.W.		Lynnwood	WA	980365090
05202	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Aldwood Plaza Shopping Center	17179 Highway 99		Lynnwood	WA	980374715
05203	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Archer Ridge Shopping Center	16009 31st Avenue, West		Lynnwood	WA	980492394
05204	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.		17051 S.E. 272nd Street		Lynnwood	WA	980492394
05205	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Bear Creek Village	17220 Redmond Way, N.E.	Suite 24	Redmond	WA	980534403
05206	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Overlake Village	14880 N.E. 74th Street		Redmond	WA	980535329
05207	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Remon Village Shopping Center	601 South Grady Way		Remon	WA	980554005
05208	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Central Highlands	4613 N.E. Sunset Boulevard		Remon	WA	980563335
05209	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Sunset Plaza	3208 N.E. Sunset Boulevard		Remon	WA	980125624
05210	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.	Woodville Plaza (Ground Lease)	3202 132nd Street, S.E.		Boothell	WA	980125624
05211	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.		14033 N.E. Woodinville-Duvall Road		Woodinville	WA	980728504
05212	660	95-4391249	THRIFTY PAYLESS, INC.	Thriftly Payless, Inc.		319 Pike Street		Seattle	WA	981012203

STORE LOCATIONS

LEASED STORES

Center	Center No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
02097	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Winlow Village Shopping Center	N	Y	201 Broadway East		Seattle	WA	981023723	King
02108	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2205 NORTH 45TH ST.		Seattle	WA	98103	King
02110	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	802 Third Avenue		Seattle	WA	981041602	King
02111	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1300 Madison Street		Seattle	WA	981041315	King
02112	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4535 University Way, N.E.		Bainbridge Island	WA	981054510	King
02113	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	301 High School Road, N.E.		Seattle	WA	981101608	King
02114	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	8000 5th Avenue, N.E.		Seattle	WA	981133668	King
02115	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1400 1st Avenue South		Seattle	WA	981121360	King
02116	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2693 Third Avenue South		Seattle	WA	981225016	King
02117	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	840 Northgate Mall Way	Suite D	Seattle	WA	981263948	King
02118	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2600 S.W. Barton Street		Seattle	WA	981337598	King
02119	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	13201 Aurora Avenue, North		Seattle	WA	981361209	King
02120	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	5317 California Avenue, S.W.		Seattle	WA	981445332	King
02121	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2707 Rainier Avenue, South		Seattle	WA	981445332	King
02122	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	17171 Bothell Way, N.E.	Suite 150	Lake Forest Park	WA	981557660	King
02123	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	14524 Bothell Way, N.E.		Lake Forest Park	WA	981641987	King
02124	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	14524 Bothell Way, N.E.		Lake Forest Park	WA	981641987	King
02125	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	651 N.W. 14th Street		Everett	WA	982011490	Snohomish
02126	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1001 North Broadway		Everett	WA	982032827	Snohomish
02127	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4920-A Evergreen Way		Everett	WA	982043860	Snohomish
02128	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	10103 Evergreen Way		Everett	WA	982051229	Snohomish
02129	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	303 91st Avenue, N.E.		Everett	WA	982082824	Snohomish
02130	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1402 S.E. Everett Mall Way		Everett	WA	982212234	Snohomish
02131	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1517 Commercial Avenue		Anacortes	WA	982236336	Snohomish
02132	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	17226 Smokey Point Boulevard		Arlington	WA	982254320	Snohomish
02133	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1400 Cornwall Avenue		Bellingham	WA	982254320	Snohomish
02134	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1400 Cornwall Avenue		Bellingham	WA	982254320	Snohomish
02135	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	230 34th Street		Bellingham	WA	982263554	Snohomish
02136	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1225 East Sunset Drive	Suite 110	Bellingham	WA	982265519	Snohomish
02137	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	3922 Guide-Meridian Avenue	Suite 200	Bellingham	WA	982265519	Snohomish
02138	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1733 "H" Street		Bellingham	WA	982265519	Snohomish
02139	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	8156 Guide Meridian Road		Blaine	WA	982494241	Whatcom
02140	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	251 Marysville Mall		Marysville	WA	982703501	Whatcom
02141	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	18906 State Route 2		Lynden	WA	982712115	Snohomish
02142	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	242 East College Way		Monroe	WA	982735432	Skagit
02143	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1400 R. J. Jones		Mt. Vernon	WA	982735432	Skagit
02144	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	31445 State Route 20	Suite 500	Maple Valley	WA	982735432	Skagit
02145	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	406 Crossroads Square		Oak Harbor	WA	982735432	Skagit
02146	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	26417 88th Avenue, N.W.	P.O. Box 1679	Sedro Woolley	WA	982810151	Skagit
02147	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4230 Whatson Way		Starwood	WA	982929505	Skagit
02148	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4205 Knap Way		Bremerton	WA	983103604	Kitsap
02149	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4818 Point Foodlink Drive, N.W.		Bremerton	WA	983124698	Kitsap
02150	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	900 East Meridian		Gig Harbor	WA	983337171	Pierce
02151	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	621 S. Lincoln Street (Building Lease)		Payallup	WA	983347901	Pierce
02152	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	110 Pier Angles Plaza		Port Angeles	WA	983626111	Clallam
02153	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	110 Pier Angles Plaza		Port Angeles	WA	983626111	Clallam
02154	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1313 East Main Street		Port Angeles	WA	983626111	Clallam
02155	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	3717 Meridian Street, South		Port Angeles	WA	983626111	Clallam
02156	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	11220 Canyon Road, East		Port Angeles	WA	983733115	Pierce
02157	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2860 N.W. Bucklin Hill Road		Port Angeles	WA	983733115	Pierce
02158	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	21302 State Route 410 East		Port Angeles	WA	983733115	Pierce
02159	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1912 North Pearl Street		Port Angeles	WA	983733115	Pierce
02160	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	7041 Pacific Avenue	Suite 476	Tacoma	WA	984087220	Pierce
02161	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4502 South Steele Street		Tacoma	WA	984097242	Pierce
02162	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	9830 Pacific Avenue, South		Tacoma	WA	984466504	Pierce
02163	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	13840 Pacific Avenue, West		Tacoma	WA	984466504	Pierce
02164	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1840 12th Street		Tacoma	WA	984660900	Pierce
02165	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1840 12th Street		Tacoma	WA	984660900	Pierce
02166	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	400 Cooper Point Road, S.W.		Olympia	WA	985028705	Thurston
02167	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	701 Steeler Kinney Road, S.E.		Olympia	WA	985028705	Thurston
02168	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1515 Marvin Road, N.E.		Olympia	WA	985165768	Thurston
02169	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4776 Whitman Lane, S.E.		Olympia	WA	985165768	Thurston
02170	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	301 East Wishkah Street		Aberdeen	WA	985206514	Thurston
02171	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	310 North Myrtle Street		Aberdeen	WA	985206514	Thurston
02172	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	512 Harrison Avenue		Centralia	WA	985206514	Thurston
02173	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y			Centralia	WA	985311345	Lewis

STORE LOCATIONS

LEASED STORES

Center	Center No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
05286	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lewis County Mall	N	Y	181 N.E. Hempa Way	P.O. Box 1849	Chelan	WA	98832	Chelan
05287	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Riverway Plaza	N	Y	230 Kelso Drive		Chelan	WA	98832	Chelan
05288	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Triangle Shopping Mall	N	Y	3 Triangel Shopping Center		Chelan	WA	98832	Chelan
05290	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	J-M Plaza	N	Y	612 N.E. 81st Street		Wenatchee	WA	98801	Wenatchee
05291	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Omak Shopping Center	N	Y	1300 NORTH MILLER AVENUE		Wenatchee	WA	98801	Wenatchee
05292	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Valley Mall	N	Y	3700 South Pioneer Way	Route 2, Box 2101	Yakima	WA	98902	Yakima
05293	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Valley Mall	N	Y	2304 S. West Hill Boulevard		Yakima	WA	98902	Yakima
05294	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Valley Mall	N	Y	2515 Main Street		Yakima	WA	98902	Yakima
05295	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Valley Mall	N	Y	5606 Summit View Avenue		Yakima	WA	98902	Yakima
05296	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Mid-Valley Mall	N	Y	700 South Main Street		Ellensburg	WA	98926	Ellensburg
05297	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	2010 Yakima Valley Highway, Suite C		Whitfield	WA	98944	Whitfield
05300	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1630 South Grand Street		Pullman	WA	99163	Pullman
05301	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	112 North Howard Street		Spokane	WA	99201	Spokane
05302	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	810 East 29th Avenue		Spokane	WA	99202	Spokane
05303	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1000 East 29th Avenue		Spokane	WA	99202	Spokane
05304	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1000 East 29th Avenue		Spokane	WA	99202	Spokane
05305	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1315 East Sprague Avenue		Spokane	WA	99202	Spokane
05306	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	10722 East Sprague Avenue		Spokane	WA	99206	Spokane
05307	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	5520 North Division Street		Spokane	WA	99207	Spokane
05308	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	9310 North Division Street		Spokane	WA	99218	Spokane
05309	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1443 North Argonne Road		Spokane	WA	99212	Spokane
05310	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	9980 North Newport Highway		Spokane	WA	99218	Spokane
05311	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	12420 North Newport Highway		Spokane	WA	99218	Spokane
05312	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	2929 East 29th Avenue		Spokane	WA	99223	Spokane
05313	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1308 South Inga Street		Spokane	WA	99223	Spokane
05314	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1508 South Inga Street		Spokane	WA	99223	Spokane
05315	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	215 North 4th Avenue		Spokane	WA	99201	Spokane
05316	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	845 Columbia Center		Pasco	WA	99351	Pasco
05317	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	101 North Ely Street		Kennewick	WA	99341	Kennewick
05318	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1743 George Washington Way		Kennewick	WA	99342	Kennewick
05319	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1268 Lee Boulevard		Richland	WA	99352	Richland
05320	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	2028 East Usanza Avenue		Richland	WA	99352	Richland
05321	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	2025 S.W. Tualatin Valley Highway		Albion	OR	97006	Albion
05322	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1450 S.W. Alder Street		Albion	OR	97006	Albion
05323	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1452 S.W. Alder Street		Albion	OR	97006	Albion
05324	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1075 S.W. 1st Street		Albion	OR	97006	Albion
05325	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	12002 S.E. Sunnyside Road		Carlyle	OR	97013	Carlyle
05326	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1555 N.E. Division Street		Carlyle	OR	97013	Carlyle
05327	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	2049 West Cascade Avenue		Carlyle	OR	97013	Carlyle
05328	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	90 "B" Avenue		Carlyle	OR	97013	Carlyle
05329	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	16303 S.W. Bryant Road		Carlyle	OR	97013	Carlyle
05330	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	22 Oregon City Shopping Center		Carlyle	OR	97013	Carlyle
05331	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	785 South Columbia River Highway		Carlyle	OR	97013	Carlyle
05332	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1785 South Columbia River Highway		Carlyle	OR	97013	Carlyle
05333	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	8235 S.W. Wilshire Road		Carlyle	OR	97013	Carlyle
05334	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	15725 Mount Hood Avenue		Carlyle	OR	97013	Carlyle
05335	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	2435 S.E. Tualatin Valley Highway		Carlyle	OR	97013	Carlyle
05336	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	2021 N.W. 185th Avenue		Carlyle	OR	97013	Carlyle
05337	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1203 North U.S. Highway 99W		Carlyle	OR	97013	Carlyle
05338	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1190 North Springbrook Road		Carlyle	OR	97013	Carlyle
05339	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	145 South Highway 101		Carlyle	OR	97013	Carlyle
05340	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	8336 North Iwabee Street		Carlyle	OR	97013	Carlyle
05341	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	622 S.W. Alder Street (Lease 1 OF 2)		Carlyle	OR	97013	Carlyle
05342	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	10108 S.E. Washington Street		Carlyle	OR	97013	Carlyle
05343	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	5431 S.W. Beaverton-Hillsdale Highway		Carlyle	OR	97013	Carlyle
05344	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	10669 S.E. Oak Street		Carlyle	OR	97013	Carlyle
05345	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	12240 S.W. Scholls Ferry Road		Carlyle	OR	97013	Carlyle
05346	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	12880 S.W. Main Street		Carlyle	OR	97013	Carlyle
05347	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	16200 S.W. Main Street		Carlyle	OR	97013	Carlyle
05348	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	11190 S.W. Barnes Road		Carlyle	OR	97013	Carlyle
05349	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	610 N.E. 181st Avenue (Gulbeaux)		Carlyle	OR	97013	Carlyle
05350	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	1680 S.E. Division Street		Carlyle	OR	97013	Carlyle
05351	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Whitfield Shopping Center	N	Y	11930 S.E. Division Street		Carlyle	OR	97013	Carlyle

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Overseas Company	Center Name	Owned	Lease	Address One	City	State	Zip	County
05360	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	823 Lancaster Drive, N.E.	Salem	OR	973012996	Cassia
05361	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	433 Liberty Street, N.E.	Salem	OR	973013388	Marion
05362	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	2020 Capital Street, N.E.	Salem	OR	973013445	Marion
05363	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1432 River Road North	Albany	OR	973016944	Marion
05364	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1432 River Road North	Albany	OR	973016944	Marion
05365	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	922 N.W. Circle Boulevard	Corvallis	OR	973301493	Benton
05366	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	2080 South Santiam Highway	Corvallis	OR	973535093	Linn
05367	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	3336 North Coast Highway	Newport	OR	973679054	Linn
05368	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	4041 N.W. Logan Road	Newport	OR	973679054	Linn
05369	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1330 Westfield Street	Silverton	OR	973811936	Marion
05370	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1560 Coburg Road	Eugene	OR	974014802	Lane
05371	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1970 Echo Hollow Road	Eugene	OR	974014802	Lane
05372	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1526 S. Main Avenue, 101	Eugene	OR	974015268	Lane
05373	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	187 SOUTH 2ND STREET	Hanford	OR	974190077	Lane
05374	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1310 Highway 101	Florence	OR	97420	Cook
05375	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	2040 Broadway Street	Florence	OR	974399619	Lane
05376	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	464 S.E. Jackson Street	North Bend	OR	974592328	Lane
05377	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	515 Northeast D Street	North Bend	OR	974704995	Cook
05378	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	2521 South 6th Street	Roseburg	OR	974704995	Cook
05379	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	2050 N.E. 3rd Street	Grants Pass	OR	976014695	Josephine
05380	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1651 S.W. O'Brien Mokka Road	Grants Pass	OR	976014695	Josephine
05381	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1900 S.W. Court Place	Grants Pass	OR	976014695	Josephine
05382	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	833 South Highway 395	Grants Pass	OR	976014695	Josephine
05383	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	21 North Columbia Street	Grants Pass	OR	976014695	Josephine
05384	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1430 Westpark Plaza	Grants Pass	OR	976014695	Josephine
05385	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1030 Fontainebleau Court	Grants Pass	OR	976014695	Josephine
05386	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1319 Addison Avenue, East	Grants Pass	OR	976014695	Josephine
05387	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	904 East Main Street	Grants Pass	OR	976014695	Josephine
05388	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1445 Northgate Mile	Grants Pass	OR	976014695	Josephine
05389	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1745 West Broadway Street	Grants Pass	OR	976014695	Josephine
05390	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	125 Valley River Drive	Grants Pass	OR	976014695	Josephine
05391	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1904 19th Avenue	Grants Pass	OR	976014695	Josephine
05392	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	2809 East Cleveland Boulevard	Grants Pass	OR	976014695	Josephine
05393	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1215 12th Avenue, South	Grants Pass	OR	976014695	Josephine
05394	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1515 West State Street (Sublease)	Grants Pass	OR	976014695	Josephine
05395	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	10600 Fairview Avenue	Grants Pass	OR	976014695	Josephine
05396	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	5005 West Overland Road	Grants Pass	OR	976014695	Josephine
05397	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	660 East Boise Avenue	Grants Pass	OR	976014695	Josephine
05398	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1810 West Bellman Road	Grants Pass	OR	976014695	Josephine
05399	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1520 Spring Creek Drive	Grants Pass	OR	976014695	Josephine
05400	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1534 East Florence Avenue	Grants Pass	OR	976014695	Josephine
05401	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	326 North Larchmont Boulevard	Grants Pass	OR	976014695	Josephine
05402	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1815 South Vermont Avenue	Grants Pass	OR	976014695	Josephine
05403	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	501 South Broadway	Grants Pass	OR	976014695	Josephine
05404	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	446 East Washington Boulevard	Grants Pass	OR	976014695	Josephine
05405	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	5409 West Wheeler Boulevard	Grants Pass	OR	976014695	Josephine
05406	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1101 Westwood Boulevard	Grants Pass	OR	976014695	Josephine
05407	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1433 Glendale Boulevard	Grants Pass	OR	976014695	Josephine
05408	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1637 North Vermont Avenue	Grants Pass	OR	976014695	Josephine
05409	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	1841 North Western Avenue	Grants Pass	OR	976014695	Josephine
05410	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	6130 West Sunset Boulevard	Grants Pass	OR	976014695	Josephine
05411	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	4633 Santa Monica Boulevard	Grants Pass	OR	976014695	Josephine
05412	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	111 East Avenue 26	Grants Pass	OR	976014695	Josephine
05413	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y	3904 National Boulevard	Grants Pass	OR	976014695	Josephine
05414	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05415	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05416	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05417	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05418	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05419	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05420	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05421	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05422	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05423	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05424	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05425	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05426	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05427	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05428	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05429	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05430	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05431	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05432	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05433	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05434	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05435	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05436	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05437	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05438	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05439	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine
05440	660	95-4391249	Thriftly Payless, Inc.	Lancaster Shopping Center	N	Y		Grants Pass	OR	976014695	Josephine

STORE LOCATIONS

LEASED STORES

Center	Center No	TAX ID	Operating Company	Tenant Corporation	Center Name	Address One	Address Two	City	State	Zip	County
05444	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Ward Plaza	1843 South Laticencia Boulevard		Los Angeles	CA	900354603	Los Angeles
05445	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		322 South Figueroa Street		Los Angeles	CA	900372642	Los Angeles
05446	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1131 North La Brea Avenue		Los Angeles	CA	900390909	Los Angeles
05447	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Eagle Rock Plaza	6044 Eagle Rock Boulevard		Los Angeles	CA	900635608	Los Angeles
05448	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		7900 West Sunset Boulevard		Los Angeles	CA	900465354	Los Angeles
05449	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		11750 Wilmslow Avenue		Los Angeles	CA	900692553	Los Angeles
05450	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Kenneth Hahn Shopping Center	11351 National Boulevard		Los Angeles	CA	900643726	Los Angeles
05451	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Westside Shopping Center	4046 South Centinela Avenue		Los Angeles	CA	900644907	Los Angeles
05452	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Centinela Plaza	3550 South La Brea Avenue		Los Angeles	CA	900165219	Los Angeles
05453	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Baldwin Hills Retail Center	6959 Eastern Avenue		Los Angeles	CA	902013903	Los Angeles
05454	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	The Market Place	5095 East Florence Avenue		Los Angeles	CA	902013802	Los Angeles
05455	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bell Center/Lena Linda Plaza	360 North Redondo Drive		Los Angeles	CA	902104302	Los Angeles
05456	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		3802 Culver Center Street		Los Angeles	CA	902333303	Los Angeles
05457	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Culver Center	11096 Jefferson Boulevard		Culver City	CA	902305520	Los Angeles
05458	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Studios Village	3306 Verba Linda Boulevard		Fullerton	CA	928111709	Los Angeles
05459	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Crossroads Plaza	7859 Francine Boulevard		Downey	CA	928414220	Los Angeles
05460	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Thrifty Center	31797 Highway 79 South		Torrance	CA	925953869	Los Angeles
05461	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Vail Ranch Center	220 East Ormond Avenue		Torrance	CA	925938277	Los Angeles
05462	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1374 Robinson Beach Boulevard		Long Beach	CA	926732411	Los Angeles
05463	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		11340 Long Beach Boulevard		Long Beach	CA	926732411	Los Angeles
05464	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		6340 Pacific Boulevard		Long Beach	CA	926541002	Los Angeles
05465	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		4410 East Shattuck Avenue		Long Beach	CA	926202932	Los Angeles
05466	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lynwood Town Center	23 Peninsula Center		Lynwood	CA	90743506	Los Angeles
05467	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Maywood Town Center	4119 East Shattuck Avenue		Maywood	CA	907202932	Los Angeles
05468	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Peninsula Center	1720 Aviation Boulevard		Redondo Beach	CA	902772840	Los Angeles
05469	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Redondo Beach Shopping Center	401 North Pacific Coast Highway		Redondo Beach	CA	902728210	Los Angeles
05470	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Artesia Aviation Center	8184 10th Street		Redondo Beach	CA	902804931	Los Angeles
05471	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lynwood Center	11340 Crendshaw Boulevard		Long Beach	CA	908023807	Los Angeles
05472	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Crendshaw / Imperial Shopping Center	1331 Wilshire Boulevard		Long Beach	CA	904035410	Los Angeles
05473	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1808 Wilshire Boulevard		Long Beach	CA	904035410	Los Angeles
05474	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		2240 West Sepulveda Boulevard		Long Beach	CA	904035410	Los Angeles
05475	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	South Bay Plaza	2412 West Pico Boulevard		Long Beach	CA	904035410	Los Angeles
05476	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Carson Plaza Center	1237 West Carson Street		Carson	CA	904051827	Los Angeles
05477	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Rolling Hills Plaza	6504 Pacific Coast Highway		Carson	CA	905023009	Los Angeles
05478	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	The Oaks Shopping Center	7860 Norwalk Boulevard		Torrance	CA	905070035	Los Angeles
05479	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Esplanade Shopping Center	8998 Knott Avenue		Torrance	CA	905062185	Los Angeles
05480	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lanesh Park Shopping Center	8030 Dale Road		Whittier	CA	906204137	Los Angeles
05481	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		4037 Ball Road		Buena Park	CA	906202251	Los Angeles
05482	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Cypress Center West	4520 Beach Boulevard		Buena Park	CA	906211133	Los Angeles
05483	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	North Hills Plaza	951 North Harbor Boulevard		Buena Park	CA	906211103	Los Angeles
05484	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		2011 WEST LA HABRA BOULEVARD		Cypress	CA	90631103	Los Angeles
05485	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	La Habra Shopping Center	14111 Valley View Boulevard		La Habra	CA	90631103	Los Angeles
05486	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Imperial Shopping Center	802 Beach Boulevard		La Habra	CA	90631103	Los Angeles
05487	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Plaza Shopping Center	8610 Whittier Boulevard		La Habra	CA	90631103	Los Angeles
05488	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Comix Shopping Center	17510 Camarita Avenue		La Habra	CA	90631103	Los Angeles
05489	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		15924 South Bellflower Boulevard		La Habra	CA	907018633	Los Angeles
05490	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		5250 Woodruff Avenue		La Habra	CA	907044602	Los Angeles
05491	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		12551 East Carson Street		La Habra	CA	907131533	Los Angeles
05492	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		501 South Gaffey Street		La Habra	CA	907161697	Los Angeles
05493	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	San Pedro Plaza	2810 Western Avenue		San Pedro	CA	907124377	Los Angeles
05494	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Garden Village	108 West 10th Boulevard		San Pedro	CA	907321248	Los Angeles
05495	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Rossmore Shopping Center	601 Pike Avenue		San Pedro	CA	907442710	Los Angeles
05496	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		5670 East 2nd Street		San Pedro	CA	908021311	Los Angeles
05497	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Belmont Center	3300 East Anaheim Street		Long Beach	CA	908030000	Los Angeles
05498	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Birby Knolls Center	4402 Atlantic Boulevard		Long Beach	CA	908044023	Los Angeles
05499	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lakewood Plaza	6400 East Spring Street		Long Beach	CA	908072207	Los Angeles
05500	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Los Aliso Shopping Center	5545 Stevens Street		Long Beach	CA	908151553	Los Angeles
05501	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Crest Center	1550 Alhambra Avenue		Long Beach	CA	908151553	Los Angeles
05502	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		39 Law Tunde Drive		Long Beach	CA	908151553	Los Angeles
05503	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Santa Anita Shopping Center			Acadiah	CA	910078311	Los Angeles

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
05528	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1335 East Huntington Drive		Duarte	CA	910105237	Los Angeles
05529	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	647 Foothill Boulevard		La Canada	CA	910113403	Los Angeles
05530	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	304 Huntington Drive		Monrovia	CA	910163304	Los Angeles
05531	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	914 Fair Oaks Avenue		South Pasadena	CA	910801805	Los Angeles
05532	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	2330 East Main Street		Pasadena	CA	911073657	Los Angeles
05533	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	3745 East Foothill Boulevard		Pasadena	CA	911072202	Los Angeles
05534	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	130 South Central Avenue		Glendale	CA	912041330	Los Angeles
05535	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	531 North Glendale Avenue		Glendale	CA	912063307	Los Angeles
05536	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	2647 West Foothill Boulevard		La Crescenta	CA	912143511	Los Angeles
05537	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	5747 North Kanaw Road		Agoura	CA	913011601	Los Angeles
05538	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	618 Lindero Canyon Road		Agoura	CA	913013425	Ventura
05540	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	82071 Separe Canyon Boulevard		Orange Park	CA	913053455	Ventura
05541	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	181991 Nye Boulevard		Orange Park	CA	913053206	Ventura
05542	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	20131 Nye Boulevard		Wintersville	CA	913053627	Los Angeles
05544	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	6410 Platt Avenue		West Hills	CA	913073216	Los Angeles
05547	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	10120 Mason Avenue		Chatsworth	CA	913113301	Los Angeles
05548	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1644 North Reno Road		Northridge	CA	913243914	Los Angeles
05549	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	18444 Plummer Street		Zacama	CA	913311027	Los Angeles
05551	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	12739 Van Nuys Boulevard		San Fernando	CA	913311418	Los Angeles
05552	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	14727 Kanold Street		San Fernando	CA	913431116	Los Angeles
05553	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	13135 Glendower Avenue		San Fernando	CA	913444433	Los Angeles
05554	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	10349 Sepulveda Boulevard		Granada Hills	CA	913444433	Los Angeles
05555	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	26825 North Bouquet Canyon Road		Granada Hills	CA	913452421	Los Angeles
05556	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	16642 West Soledad Canyon Road		Saugus	CA	913502372	Los Angeles
05557	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	23335 Lyons Avenue		Canyon Country	CA	913513217	Los Angeles
05558	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	205 North Moorpark Road		Valencia	CA	913555557	Los Angeles
05559	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	387 Avenue De Los Arboles		Thousand Oaks	CA	913604308	Ventura
05560	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	3825 East Thousand Oaks Boulevard		Thousand Oaks	CA	913604308	Ventura
05561	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	31910 Centine Road		Thousand Oaks	CA	913623433	Ventura
05562	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	8408 Van Nuys Boulevard		Woodland Hills	CA	913641225	Los Angeles
05563	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	13333 Avenida Drive		Cerritos	CA	913841937	Los Angeles
05564	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	17206 Station Street		Cerritos	CA	913841937	Los Angeles
05565	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	12100 Ventura Boulevard		Studios City	CA	914023610	Los Angeles
05566	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1204 West Olive Avenue		Studios City	CA	914023610	Los Angeles
05567	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	6639 Laurel Canyon Boulevard		Van Nuys	CA	914033348	Los Angeles
05568	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	12511 Magnolia Boulevard		Van Nuys	CA	914033348	Los Angeles
05569	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	151 East Gladstone Street		Van Nuys	CA	914052691	Los Angeles
05570	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	14121 East Ramona Boulevard		Van Nuys	CA	914052691	Los Angeles
05571	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	4200 Chino Hill Parkway		Van Nuys	CA	914163141	Los Angeles
05572	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1209 Central Avenue		Van Nuys	CA	915022816	Los Angeles
05573	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	13009 Central Avenue		Van Nuys	CA	915022816	Los Angeles
05574	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	380 North Main Street		Van Nuys	CA	915022816	Los Angeles
05575	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1297 Border Avenue		Van Nuys	CA	915022816	Los Angeles
05576	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	9650 Baseline Road		Van Nuys	CA	915022816	Los Angeles
05577	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	3570 Santa Anita Avenue		Van Nuys	CA	915022816	Los Angeles
05578	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	531 South Glendora Avenue		Van Nuys	CA	915022816	Los Angeles
05579	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	2925 East Gifford Road		Van Nuys	CA	915022816	Los Angeles
05580	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1390 East Lamar Road		Van Nuys	CA	915022816	Los Angeles
05581	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1480 Foothill Boulevard		Van Nuys	CA	915022816	Los Angeles
05582	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	725 Garvey Avenue		Van Nuys	CA	915022816	Los Angeles
05583	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1059 North Mountain Avenue		Van Nuys	CA	915022816	Los Angeles
05584	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1837 East 4th Street		Van Nuys	CA	915022816	Los Angeles
05585	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	2797 South Diamond Bar Boulevard		Van Nuys	CA	915022816	Los Angeles
05586	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1309 Central Avenue		Van Nuys	CA	915022816	Los Angeles
05587	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	380 North Main Street		Van Nuys	CA	915022816	Los Angeles
05588	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1297 Border Avenue		Van Nuys	CA	915022816	Los Angeles
05589	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	9650 Baseline Road		Van Nuys	CA	915022816	Los Angeles
05590	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	3570 Santa Anita Avenue		Van Nuys	CA	915022816	Los Angeles
05591	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	531 South Glendora Avenue		Van Nuys	CA	915022816	Los Angeles
05592	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	2925 East Gifford Road		Van Nuys	CA	915022816	Los Angeles
05593	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1390 East Lamar Road		Van Nuys	CA	915022816	Los Angeles
05594	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1480 Foothill Boulevard		Van Nuys	CA	915022816	Los Angeles
05595	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	725 Garvey Avenue		Van Nuys	CA	915022816	Los Angeles
05596	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1059 North Mountain Avenue		Van Nuys	CA	915022816	Los Angeles
05597	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1837 East 4th Street		Van Nuys	CA	915022816	Los Angeles
05600	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	2797 South Diamond Bar Boulevard		Van Nuys	CA	915022816	Los Angeles
05602	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	1309 Central Avenue		Van Nuys	CA	915022816	Los Angeles
05603	660	95-491249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Hills Plaza	N	Y	380 North Main Street		Van Nuys	CA	915022816	Los Angeles

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Transt Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
0560A	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Rosemead Square	N	Y	611 East Holt Avenue		Rosemead	CA	91767525	Los Angeles
0560B	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	San Dimas Plaza	N	Y	3560 Rosemead Boulevard		San Dimas	CA	917732420	Los Angeles
0560C	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Woodside Village Plaza	N	Y	9430 East Las Tunas Drive		Temple City	CA	91782138	Los Angeles
0561	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1528 Arroyo Road		West Covina	CA	917921618	Los Angeles
0561A	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	920 East Valley Boulevard		Alhambra	CA	918015226	Los Angeles
0561B	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	60 East Main Street		Alhambra	CA	918015314	Los Angeles
0561C	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	940 East Main Street		Alhambra	CA	918015421	Los Angeles
0561D	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	740 East Main Street		Alhambra	CA	918015512	Los Angeles
0561E	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	507 Telegraph Canyon Road		Alhambra	CA	918015605	Los Angeles
0561F	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1225 Third Avenue		Alhambra	CA	918015702	Los Angeles
0561G	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	2230 Obry Lakes Road		Alhambra	CA	918015800	Los Angeles
0561H	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	7224 Broadway		Alhambra	CA	918015900	Los Angeles
0561I	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	661 Sweetwater Road		Alhambra	CA	918016000	Los Angeles
0561J	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	515 Sweetwater Road		Alhambra	CA	918016100	Los Angeles
0561K	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	2516 Jamacha Road		Alhambra	CA	918016200	Los Angeles
0561L	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1133 Avenida Rob Boulevard		Alhambra	CA	918016300	Los Angeles
0561M	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	419 Santa Fe Drive		Alhambra	CA	918016400	Los Angeles
0561N	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1825 West Washington Avenue		Alhambra	CA	918016500	Los Angeles
0561O	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1237 East Valley Parkway		Alhambra	CA	918016600	Los Angeles
0561P	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1331 South Mission Road		Alhambra	CA	918016700	Los Angeles
0561Q	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	4932 Winter Garden Boulevard		Alhambra	CA	918016800	Los Angeles
0561R	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1201 South Coast Highway		Alhambra	CA	918016900	Los Angeles
0561S	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	2813 Plaza Drive		Alhambra	CA	918017000	Los Angeles
0561T	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1201 South Coast Highway		Alhambra	CA	918017100	Los Angeles
0561U	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	12650 Main Street		Alhambra	CA	918017200	Los Angeles
0561V	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1670 Main Street		Alhambra	CA	918017300	Los Angeles
0561W	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	121 Rancho Santa Fe Road		Alhambra	CA	918017400	Los Angeles
0561X	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	9739 Mission George Road		Alhambra	CA	918017500	Los Angeles
0561Y	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1363 East Vista Way		Alhambra	CA	918017600	Los Angeles
0561Z	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	402 Broadway		Alhambra	CA	918017700	Los Angeles
0562A	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	337 Robinson Avenue (Ground Lease)		Alhambra	CA	918017800	Los Angeles
0562B	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	3929 40th Street		Alhambra	CA	918017900	Los Angeles
0562C	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	4440 Hill Avenue		Alhambra	CA	918018000	Los Angeles
0562D	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	1792 Grant Street		Alhambra	CA	918018100	Los Angeles
0562E	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	6919 Linda Vista Road		Alhambra	CA	918018200	Los Angeles
0562F	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	3506 National Avenue		Alhambra	CA	918018300	Los Angeles
0562G	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	6405 El Cajon Boulevard		Alhambra	CA	918018400	Los Angeles
0562H	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	3650 Adams Avenue		Alhambra	CA	918018500	Los Angeles
0562I	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	5270 Balboa Avenue		Alhambra	CA	918018600	Los Angeles
0562J	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	3001-B Chairemont Drive		Alhambra	CA	918018700	Los Angeles
0562K	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918018800	Los Angeles
0562L	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918018900	Los Angeles
0562M	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019000	Los Angeles
0562N	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019100	Los Angeles
0562O	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019200	Los Angeles
0562P	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019300	Los Angeles
0562Q	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019400	Los Angeles
0562R	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019500	Los Angeles
0562S	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019600	Los Angeles
0562T	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019700	Los Angeles
0562U	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019800	Los Angeles
0562V	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918019900	Los Angeles
0562W	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020000	Los Angeles
0562X	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020100	Los Angeles
0562Y	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020200	Los Angeles
0562Z	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020300	Los Angeles
0563A	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020400	Los Angeles
0563B	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020500	Los Angeles
0563C	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020600	Los Angeles
0563D	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020700	Los Angeles
0563E	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020800	Los Angeles
0563F	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918020900	Los Angeles
0563G	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021000	Los Angeles
0563H	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021100	Los Angeles
0563I	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021200	Los Angeles
0563J	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021300	Los Angeles
0563K	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021400	Los Angeles
0563L	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021500	Los Angeles
0563M	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021600	Los Angeles
0563N	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021700	Los Angeles
0563O	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021800	Los Angeles
0563P	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918021900	Los Angeles
0563Q	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918022000	Los Angeles
0563R	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918022100	Los Angeles
0563S	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918022200	Los Angeles
0563T	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918022300	Los Angeles
0563U	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918022400	Los Angeles
0563V	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918022500	Los Angeles
0563W	660	95-4391249	THRIFTY PAVILS, INC.	Thriftly Payless, Inc.	Alhambra Shopping Center	N	Y	800 Orange Avenue		Alhambra	CA	918022600	Los Angeles
0563X	660	95-4391249											

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
05681	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Desert Springs Marketplace	N	Y	16629 Canyon Club Drive		Palm Desert	CA	92261	Riverside
05682	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Desert Springs Mall	N	Y	16629 Canyon Drive		Palm Springs	CA	92262	Riverside
05683	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Palm Springs Mall	N	Y	2333 Tahquitz W.		Palm Springs	CA	92262	Riverside
05684	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Twenty-nine Palms Plaza	N	Y	7171 1/2 Twentynine Palms Highway		Twentynine Palms	CA	92277	San Bernardino
05685	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Joshua Village	N	Y	57646 Twentynine Palms Highway		Joshua Valley	CA	92363	San Bernardino
05686	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Apple Valley Plaza	N	Y	21665 Yucca Loma Road		Apple Valley	CA	92308	San Bernardino
05687	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Apple Valley Square	N	Y	21640 Bear Valley Road		Apple Valley	CA	92311	San Bernardino
05691	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Interlaken Shopping Center	N	Y	47146 Big Bear Boulevard		Big Bear	CA	92314	San Bernardino
05692	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Interlaken Shopping Center	N	Y	21777 Highway 189		Blue Jay	CA	92344	San Bernardino
05693	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Cooley Plaza	N	Y	2025 East Washington Road		Colton	CA	92344	San Bernardino
05694	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Las Glorias	N	Y	1133 North Mount Vernon Avenue		Colton	CA	92353	San Bernardino
05695	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Foodhill Plaza	N	Y	16919 Foodhill Boulevard		Fontana	CA	92337	San Bernardino
05696	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Southridge Plaza	N	Y	11619 Cherry Avenue		Fontana	CA	92337	San Bernardino
05697	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Northridge Plaza	N	Y	15110 Main Street		Fontana	CA	92337	San Bernardino
05698	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Northridge Plaza	N	Y	15110 Main Street		Fontana	CA	92337	San Bernardino
05700	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Norwalk Town Center	N	Y	4613 Rockaway		Redlands	CA	92374	San Bernardino
05701	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Phelan Village Shopping Center	N	Y	4613 Rockaway		Redlands	CA	92374	San Bernardino
05702	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Phelan Village Shopping Center	N	Y	700A Phelan Road		Redlands	CA	92374	San Bernardino
05703	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Five Points Plaza	N	Y	585 South Riverside Avenue		Rialto	CA	92376	San Bernardino
05704	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Victorville Shopping Center	N	Y	2020 North Riverside Avenue		Rialto	CA	92376	San Bernardino
05705	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Victorville Shopping Center	N	Y	14532 7th Street		San City	CA	92386	San Bernardino
05706	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Fontana Square Center	N	Y	13720 Bear Valley Road		Victorville	CA	92392	San Bernardino
05707	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Fontana Square Center	N	Y	9840 Sierra Avenue		Victorville	CA	92392	San Bernardino
05708	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	San Bernardino Plaza	N	Y	34250 Yucaipa Boulevard		Fontana	CA	92356	San Bernardino
05709	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Shandin Hills Shopping Center	N	Y	2130 East Highland Avenue		Yucaipa	CA	92392	San Bernardino
05710	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Shandin Hills Shopping Center	N	Y	949 Kendall Drive		San Bernardino	CA	92404	San Bernardino
05711	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 San Juan Boulevard		San Bernardino	CA	92407	San Bernardino
05712	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	17125 Via San Juan Boulevard		Riverside	CA	92503	Riverside
05713	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Five Points Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05714	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Magnolia Town Center	N	Y	6075 Magnolia Avenue		Riverside	CA	92502	Riverside
05715	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05716	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05717	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05718	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05719	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05720	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05721	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05722	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05723	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05724	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05725	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05726	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05727	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05728	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05729	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05730	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05731	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05732	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05733	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05734	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05735	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05736	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05737	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05738	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05739	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05740	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05741	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05742	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05743	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05744	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05745	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05746	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05747	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05748	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05749	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05750	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05751	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05752	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05753	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05754	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05755	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05756	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside
05757	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodmont Plaza	N	Y	4790 La Sierra Avenue		Riverside	CA	92503	Riverside

STORE LOCATIONS

LEASED STORES

Center	Center No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
05913	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Village Square Shopping Center	N	Y	27 Onnida Way		Contra Costa	CA	94563231	Contra Costa
05915	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Oak Hills Shopping Center	N	Y	580 Bailey Road		Contra Costa	CA	94564304	Contra Costa
05937	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Emmett Shopping Center	N	Y	1355 McCArthur Boulevard		San Leandro	CA	945771918	Alameda
05940	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Crow Canyon Commons	N	Y	3207 Crow Canyon Place		San Ramon	CA	945813215	Contra Costa
05941	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Astro Street Shopping Center	N	Y	102 Sunset Boulevard		Union City	CA	945828025	Alameda
05942	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Alvarado Plaza	N	Y	1650 Alvarado Boulevard		Union City	CA	945828145	Alameda
05943	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Union City Marketplace	N	Y	1650 Union City Boulevard		Union City	CA	945828145	Alameda
05944	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Solano780 Shopping Center	N	Y	2019 Hopedale Avenue		Pittsburg	CA	945882541	Alameda
05947	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Palms Verdes Town & Country	N	Y	1997 Ties Valley Boulevard		Walnut Creek	CA	945906498	Solano
05949	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Ygnacio Plaza Shopping Center	N	Y	1526 Palms Verdes Mall		Walnut Creek	CA	94592201	Contra Costa
05950	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	East Mont Mall	N	Y	1831 Ygnacio Valley Boulevard		Walnut Creek	CA	945983314	Contra Costa
05952	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Mossico Shopping Center	N	Y	7100 Rancourt Avenue		Oakland	CA	946025406	Alameda
05958	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Highway 92 Shopping Center	N	Y	191 Mountain Boulevard		Oakland	CA	946112812	Alameda
05960	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	North Bay Center	N	Y	1500 North Street		San Rafael	CA	949031916	Marin
05961	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Northbay Centre	N	Y	451 Commerce Center		Contra Costa	CA	949032471	Marin
05963	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Novato Fair Shopping Center	N	Y	701 East Byghdale Avenue		Robert Park	CA	949251215	Marin
05965	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Kings Plaza	N	Y	910 Diablo Avenue		Novato	CA	949411526	Marin
05966	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Felton Fair Shopping Center	N	Y	80 Rancho Del Mar		Ayala	CA	950033901	Santa Cruz
05967	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Emmett Shopping Center	N	Y	1475 41st Avenue		Capitola	CA	950107908	Santa Cruz
05968	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Emmett Shopping Center	N	Y	20380 Homestead Avenue		Capitola	CA	950140959	Santa Cruz
05969	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Emmett Shopping Center	N	Y	1988 Fremont Hill Road		Capitola	CA	950140959	Santa Cruz
05971	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Emmett Shopping Center	N	Y	360 East 10th Street		Freedom	CA	950192337	Santa Cruz
05972	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Emmett Shopping Center	N	Y	1701 Ashline Highway		Hollister	CA	950206576	Santa Clara
05974	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Parktown Mall	N	Y	15920 Los Gatos Boulevard		Hollister	CA	950235689	San Benito
05975	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Foot Hill Square	N	Y	1350 South Park Victoria Drive		Low Gatos	CA	950323424	Santa Clara
05976	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lawrence Station Shopping Center	N	Y	401 Vinyard Road		Milpitas	CA	950336941	Santa Clara
05977	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lawrence Station Shopping Center	N	Y	2620 El Camino Real		Milpitas	CA	950336941	Santa Clara
05978	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lawrence Station Shopping Center	N	Y	901 Seward Avenue		Milpitas	CA	950336941	Santa Clara
05979	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lawrence Station Shopping Center	N	Y	4100 Monterey Road		Milpitas	CA	950622122	Santa Clara
05982	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Seven Towns Shopping Center	N	Y	1140 Blossom Hill Road		San Jose	CA	951116526	Santa Clara
05983	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Plaza De Santa Teresa	N	Y	6215 Santa Teresa Boulevard		San Jose	CA	951181369	Santa Clara
05984	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	6091 Meridian Avenue		San Jose	CA	951191436	Santa Clara
05985	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Condit Shopping Center	N	Y	1035 East Capitol Expressway		San Jose	CA	951202765	Santa Clara
05986	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Southgate Shopping Center	N	Y	5550 Shell Avenue H		San Jose	CA	951212498	Santa Clara
05987	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Hacienda Gardens Shopping Center	N	Y	3171 Meridian Avenue		San Jose	CA	951213177	Santa Clara
05988	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	White Road Plaza	N	Y	3055 McKim Road		San Jose	CA	951244655	Santa Clara
05991	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Orchard Farm	N	Y	1030 South White Road		San Jose	CA	951271835	Santa Clara
05993	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Stockton Shopping Center	N	Y	1333 Winchester Road		San Jose	CA	951273812	Santa Clara
05994	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Stockton Shopping Center	N	Y	6184 Bollinger Road		San Jose	CA	951284343	Santa Clara
05996	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Stockton Shopping Center	N	Y	1050 North Wilson Way		San Jose	CA	951293068	Santa Clara
05997	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Stockton Shopping Center	N	Y	7932 North El Dorado Street		San Jose	CA	952054296	San Joaquin
05998	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Stockton Shopping Center	N	Y	6442 Pacific Avenue		Stockton	CA	952102406	San Joaquin
06000	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Stockton Shopping Center	N	Y	230 South Main Street		Stockton	CA	952073777	San Joaquin
06001	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	20 West Lodi Avenue		Anglet Camp	CA	952119998	Calaveras
06002	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	2720 White Avenue		Anglet Camp	CA	952119998	Calaveras
06003	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	900 North Main Street		Anglet Camp	CA	952128274	Calaveras
06005	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	1245 West Yosemite Avenue		Contra Costa	CA	953103798	Stanislaus
06006	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	1158 West Main Street		Contra Costa	CA	953175125	Stanislaus
06007	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	3142 "G" Street		Contra Costa	CA	953400392	Merced
06010	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	3900 Palmdale Avenue 500		Contra Costa	CA	953545313	Stanislaus
06012	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	1951 "H" Street		Contra Costa	CA	953690226	Stanislaus
06014	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	1449 East "F" Street		Contra Costa	CA	953691419	Stanislaus
06015	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	1025 Moon Way		Contra Costa	CA	953701926	Stanislaus
06016	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	2222 Cleveland Avenue		Contra Costa	CA	953703282	Stanislaus
06021	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y	1351 Farmers Lane		Contra Costa	CA	954032906	Sonoma
06023	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bellevue Plaza/Awester Village	N	Y			Santa Rosa	CA	954057525	Sonoma

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STORE LOCATIONS

LEASED STORES

Center	Corp. No.	TAX ID	Operating Company	Tenant Corporations	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
06027	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Santa Rosa Value Center	N	Y	2025 Sebastopol Road		Santa Rosa	CA	954076781	Santa Rosa
06028	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	The Bookyard Center	N	Y	189 Bookyard Drive		Fort Bragg	CA	954375728	Fort Bragg
06029	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	490 South Main Street		Fort Bragg	CA	954375728	Fort Bragg
06031	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Marwell Village Shopping Center	N	Y	525 Heidelberg Avenue		Headburg	CA	954483816	Headburg
06032	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Evergreen Center	N	Y	1500 North Main Street		Sonoma	CA	954723485	Sonoma
06034	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Evera Mall	N	Y	1700 South Main Street		Sonoma	CA	954723485	Sonoma
06036	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Redwood Village Shopping Center	N	Y	800 West Harris Street		Willits	CA	954944005	Willits
06041	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Autumn Plaza	N	Y	725 Fontana Boulevard		Fortuna	CA	955401396	Fortuna
06044	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Summit Village	N	Y	2805 Bell Road		Fortuna	CA	955401396	Fortuna
06046	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4000 Manzanita Avenue		Auburn	CA	956012584	Auburn
06048	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	5409 Sunrise Boulevard		Carmichael	CA	956081724	Carmichael
06050	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	7900 Arctura Drive		Cirrus Heights	CA	956107605	Cirrus Heights
06052	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	6555 Franklin Boulevard		Cirrus Heights	CA	956210000	Cirrus Heights
06057	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Antelope Plaza	N	Y	6555 Franklin Boulevard		Devin	CA	956103545	Devin
06058	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	6661 Auburn Boulevard		Devin	CA	956103545	Devin
06059	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Hangtown Village	N	Y	1617 Douglas Boulevard		Devin	CA	956103545	Devin
06063	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	County Fair Shopping Center	N	Y	6422 Tupelo Drive		Devin	CA	956103545	Devin
06070	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	County Fair Shopping Center	N	Y	1220 Broadway Street		Devin	CA	956103545	Devin
06071	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Safety Shopping Center	N	Y	31 Fairview Drive		Devin	CA	956103545	Devin
06072	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Safety Shopping Center	N	Y	2111 Golden Centre Lane		Devin	CA	956103545	Devin
06075	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Shade Tree Plaza	N	Y	215 Capitol Avenue		Devin	CA	956103545	Devin
06076	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2419 Del Paso Boulevard (New Lease)		Devin	CA	956103545	Devin
06077	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1125 Alhambra Boulevard		Devin	CA	956103545	Devin
06078	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Carmela Shopping Center	N	Y	2801 "K" Street (Formerly #6071)		Devin	CA	956103545	Devin
06079	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Freepoint Plaza	N	Y	2214 El Camino Avenue		Devin	CA	956103545	Devin
06080	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4960 Freepoint Boulevard		Devin	CA	956103545	Devin
06081	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1710 North Road		Devin	CA	956103545	Devin
06082	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	9133 Kiefer Boulevard		Devin	CA	956103545	Devin
06083	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Fulton-Haley Plaza	N	Y	1314 Fulton Avenue		Devin	CA	956103545	Devin
06084	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Rosemont Plaza	N	Y	7900 Florin Road		Devin	CA	956103545	Devin
06086	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	South Point Shopping Center	N	Y	5712 Folsom Boulevard		Devin	CA	956103545	Devin
06087	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4960 Freepoint Boulevard		Devin	CA	956103545	Devin
06088	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Park Plaza	N	Y	1710 North Road		Devin	CA	956103545	Devin
06089	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Town & Country	N	Y	720 Mangrove Avenue		Devin	CA	956103545	Devin
06090	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Heritage Oak Shopping Center	N	Y	1021 Bridge Street		Devin	CA	956103545	Devin
06091	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Heritage Oak Shopping Center	N	Y	1021 Bridge Street		Devin	CA	956103545	Devin
06092	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Paradise Plaza (Grand Lease)	N	Y	1550 Clark Road		Devin	CA	956103545	Devin
06093	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	40 East Main Street		Devin	CA	956103545	Devin
06094	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	220 "E" Avenue		Devin	CA	956103545	Devin
06095	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1400 Market Street		Devin	CA	956103545	Devin
06100	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Waterwood Village Shopping Center	N	Y	2941 Ballis Ferry Road		Devin	CA	956103545	Devin
06101	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Midtown Mall	N	Y	975 East Cypress Avenue		Devin	CA	956103545	Devin
06103	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Anderson Square	N	Y	2941 Ballis Ferry Road		Devin	CA	956103545	Devin
06104	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Burney Center	N	Y	310 West Street		Devin	CA	956103545	Devin
06105	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	807 South Main Street		Devin	CA	956103545	Devin
06107	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2960 Main Street		Devin	CA	956103545	Devin
06109	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Sierra Shopping Center	N	Y	8245 North Lake Boulevard		Devin	CA	956103545	Devin
06111	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Al Valley Center	N	Y	1020 Al Tahoe Boulevard		Devin	CA	956103545	Devin
06113	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Gateway Shopping Center	N	Y	2255 North Greenvalley Parkway		Devin	CA	956103545	Devin
06114	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Gateway Shopping Center	N	Y	3755 East Chrysanthe Avenue		Devin	CA	956103545	Devin
06115	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Pathway Springs Plaza	N	Y	2905 South Grand Parkway		Devin	CA	956103545	Devin
06116	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	911 S.W. Rainbow Boulevard		Devin	CA	956103545	Devin
06117	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Rainbow Plaza	N	Y	4911 West Craig Road		Devin	CA	956103545	Devin
06118	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	8530 West Lake Mead Boulevard		Devin	CA	956103545	Devin
06119	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	South Shores Center	N	Y	1329 U.S. Highway 395 North		Devin	CA	956103545	Devin
06120	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Carson Shopping Center	N	Y	2540 Idaho Street		Devin	CA	956103545	Devin
06121	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Sierra Shopping Center	N	Y	500 East 12300 South		Devin	CA	956103545	Devin
06122	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Hidden Valley Shopping Center	N	Y	950 Iron Horse Drive		Devin	CA	956103545	Devin
06124	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y			Devin	CA	956103545	Devin
06127	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y			Devin	CA	956103545	Devin

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp. No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
06178	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Roy City Center	N	Y	9513 South 1900 West		Sandy	UT	846082201	Weber
06179	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Willowcreek Center	N	Y	7453 South Highland Drive		Salt Lake City	UT	840951695	Salt Lake
06180	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	220 South 7th East (New Lease)		Salt Lake City	UT	841023196	Salt Lake
06181	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	635 East 3300 South		Salt Lake City	UT	841061233	Salt Lake
06182	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Fashion Plaza Mall	N	Y	142 East 6100 South		Murray	UT	841072909	Salt Lake
06183	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	High Line Plaza	N	Y	2266 East 3300 South		Salt Lake City	UT	841092635	Salt Lake
06184	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	3332 East 2100 South		Salt Lake City	UT	841091214	Salt Lake
06185	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	5540 South 9th East		Salt Lake City	UT	841172006	Salt Lake
06186	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Onwood Village Shopping Center	N	Y	4714 Holladay Boulevard		Holladay	UT	841175403	Utah
06187	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1837 West 4700 South		Taylorsville	UT	841181103	Salt Lake
06188	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4668 South 4000 West		West Valley	UT	841201320	Salt Lake
06189	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Seasons Place	N	Y	3460 South 5600 West		West Valley	UT	841201320	Salt Lake
06190	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Hillside Plaza Shopping Center	N	Y	2378 East 7000 South		Salt Lake City	UT	841213339	Salt Lake
06191	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	270 North Main Street		Brighton City	UT	843214021	Box Elder
06192	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	851 East 690 North (Add'l rent obl.)		Ogden	UT	844083928	Utah
06193	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Triangle Square Plaza	N	Y	142 North Harrisville Road		Ogden	UT	844083928	Utah
06194	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Reynolds Plaza (Building)	N	Y	1324 North State Street		Provo	UT	846012419	Utah
06195	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Westminster Plaza	N	Y	7211 Federal Boulevard		Westminster	CO	800304990	Jefferson
06196	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Colfax Square	N	Y	10809 East Colfax Avenue		Aurora	CO	800102404	Adams
06197	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Chambers Square Shopping Center	N	Y	13555 East Colfax Avenue		Aurora	CO	800115904	Adams
06198	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Salom Square	N	Y	12303 East Mississippi Avenue		Aurora	CO	800123418	Arapahoe
06199	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Regatta Plaza Shopping Center	N	Y	3184 South Parker Road		Aurora	CO	800143110	Arapahoe
06200	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Time Square Shopping Center	N	Y	4260 Wadsworth Boulevard		Wheatridge	CO	800334620	Jefferson
06201	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Cherry Knolls Shopping Center (Crown)	N	Y	101 East Mineral Avenue		Littleton	CO	801222610	Arapahoe
06202	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Cherry Knolls Shopping Center	N	Y	1700 South University Boulevard		Littleton	CO	801221513	Arapahoe
06203	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Coalmine Storage Center	N	Y	6760 South Inland Street		Littleton	CO	801221513	Arapahoe
06204	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Cherry Creek Shopping Center	N	Y	3112 East 1st Avenue		Denver	CO	802065614	Denver
06205	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2630 West 38th Avenue		Denver	CO	802112104	Denver
06206	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	University Hills Plaza	N	Y	1320 South Federal Boulevard		Denver	CO	802194236	Denver
06207	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Sunrise Shopping Center	N	Y	4923 East Colfax Avenue		Denver	CO	802201207	Denver
06208	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Jewell Square	N	Y	2870 South Colorado Boulevard		Thornton	CO	802226618	Denver
06209	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	9171 Washington Street		Thornton	CO	802294304	Denver
06210	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Diagonal Plaza Shopping Center	N	Y	7677 West Jewell Avenue		Lakewood	CO	803326803	Jefferson
06211	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Meadows On The Parkway Shopping Center	N	Y	1020 West 104th Avenue		Northglenn	CO	802343802	Adams
06212	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Regency Square	N	Y	3348 North 28th Street		Boulder	CO	803011411	Boulder
06213	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	4600 Incline Road		Boulder	CO	803022643	Boulder
06214	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1103 West Prospect Street	Retail Bldg. E. Suite 107	Fort Collins	CO	805265664	Larimer
06215	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1834 North 12th Street		Grand Junction	CO	816021005	Pueblo
06216	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1412 Grand Avenue		Grand Junction	CO	816013828	Pueblo
06217	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2704 West 16th Street		Yuma	AZ	853644228	Yuma
06218	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Plaza Del Rio	N	Y	600 West Catalina Drive		Yuma	AZ	853648011	Yuma
06219	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Alco Payless Shopping Center	N	Y	2350 West U.S. Highway 89A		Sedona	AZ	863360090	Cocconino
06220	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Park Sedona Shopping Center	N	Y	2100 Kanopolis Avenue		Hilo	HI	967205269	Hawaii
06221	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Puuhiako Town Center	N	Y	616 Aliano Pihako Road		Solvang	CA	934632202	Santa Barbara
06222	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	750 16th Street		Denver	CO	802033204	Denver
06223	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1515 West Craig Road		Corning	CA	960212349	Tehama
06224	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	The Marketplace	N	Y	2211 Mountain Highway East		North Las Vegas	NV	890303321	Clark
06225	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Odyssey Town Center	N	Y	9000-A Ming Avenue		Spokaneville	WA	983877501	Pierce
06226	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Prairie Shopping Center	N	Y	2135 Onwell Boulevard		Bakerfield	CA	933111319	Kern
06227	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	524 West Paul Avenue		Hayden	ID	956166388	Yolo
06228	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	5280 Gray Boulevard		Hayden	ID	956166388	Yolo
06229	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	3141 East Pacific Coast Highway		San Francisco	CA	941271420	San Francisco
06230	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	28 Town Plaza		San Francisco	CA	946223310	San Francisco
06231	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Harmony Marketplace	N	Y	4502 South College Avenue		Corona Del Mar	CA	926223310	Orange
06232	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	5575 Wilshire Boulevard		Orange	CA	926223310	Orange
06233	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1400 Broadway		Los Angeles	CA	900363868	Los Angeles
06234	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	3029 Harbor Boulevard		Oakland	CA	946122004	Alameda
06235	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1001 North Central Avenue		Casa Mesa	CA	926223204	Orange
06236	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y			Compton	CA	90274121	Los Angeles

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
			Thrifty Payless, Inc.	Las Palmas Village	N	Y	7140 North Denver Avenue		Portland	OR	971715630	Multnomah
	660	95-4391249	Thrifty Payless, Inc.		N	Y	525 East Windmill Lane		Las Vegas	NV	89121862	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	3709 Decoto Road		Fremont	CA	94553111	Alameda
	660	95-4391249	Thrifty Payless, Inc.		N	Y	5116 (E) and 5128 (E) East 2nd Street		Long Beach	CA	908035372	Los Angeles
	660	95-4391249	Thrifty Payless, Inc.		N	Y	2215 South Nella Boulevard		Las Vegas	NV	891470792	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	8500 South Eastern Avenue		Las Vegas	NV	891470792	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	1665 Alpine Boulevard		Henderson	NV	891233993	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	4221 Newwood Avenue		Alpine	CA	919018859	San Diego
	660	95-4391249	Thrifty Payless, Inc.		N	Y	15405 East Sprague Avenue		San Francisco	CA	941026004	San Francisco
	660	95-4391249	Thrifty Payless, Inc.		N	Y	26991 Alessandro Boulevard		Sacramento	CA	958382686	Sacramento
	660	95-4391249	Thrifty Payless, Inc.		N	Y	12811 Mendocino Street East		Vandale	WA	990379501	Spokane
	660	95-4391249	Thrifty Payless, Inc.		N	Y	950 Market Street		Marysville	CA	959552708	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	3660 Scenic Boulevard		Payroll	WA	983733646	Pierce
	660	95-4391249	Thrifty Payless, Inc.		N	Y	8675 South Quebec Street		San Francisco	CA	941531140	San Francisco
	660	95-4391249	Thrifty Payless, Inc.		N	Y	10 North Eastern Avenue		Terrence	CA	959524888	Los Angeles
	660	95-4391249	Thrifty Payless, Inc.		N	Y	2500 North 10th Avenue		Highlands Ranch	CO	801264158	Arapahoe
	660	95-4391249	Thrifty Payless, Inc.		N	Y	41800 Washington Street		Las Vegas	NV	891014529	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	5483 Sun Valley Boulevard		Hanford	CA	93207202	King
	660	95-4391249	Thrifty Payless, Inc.		N	Y	6000 West Vegas Drive		Las Vegas	NV	891288013	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	100 Church Street		Bermuda Dunes	CA	922018150	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	1038 East Colorado Boulevard		San Valley	NV	89438961	Washoe
	660	95-4391249	Thrifty Payless, Inc.		N	Y	6685 East Lake Mead Boulevard		Las Vegas	NV	89118185	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	8610 West Spring Mountain Avenue		Las Vegas	NV	891176353	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	526 Walnut Street		Las Vegas	NV	891060000	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	6312 Comstock Avenue		Las Vegas	NV	891060000	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	11907 West Alameda Parkway		North Hills	CA	926014109	Los Angeles
	660	95-4391249	Thrifty Payless, Inc.		N	Y	9100 West Sahara Avenue		Lakewood	CO	802282796	Los Angeles
	660	95-4391249	Thrifty Payless, Inc.		N	Y	6100 West Vegas Drive		Las Vegas	NV	891175351	Jefferson
	660	95-4391249	Thrifty Payless, Inc.		N	Y	17441 Main Street		Las Vegas	NV	891080000	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	11651 West Rowles Avenue		Hesperia	CA	923456268	San Bernardino
	660	95-4391249	Thrifty Payless, Inc.		N	Y	8005 South Virginia Street		Las Vegas	NV	89146969	Clark
	660	95-4391249	Thrifty Payless, Inc.		N	Y	515 East Benton Street		Las Vegas	NV	891271141	Arapahoe
	660	95-4391249	Thrifty Payless, Inc.		N	Y	110 West Platte Avenue		Las Vegas	NV	89118940	Washoe
	660	95-4391249	Thrifty Payless, Inc.		N	Y	4752 Yellowstone Avenue		Las Vegas	NV	89118940	Washoe
	660	95-4391249	Thrifty Payless, Inc.		N	Y	959 Crumshaw Boulevard		Las Vegas	NV	89118940	Washoe
	660	95-4391249	Thrifty Payless, Inc.		N	Y	4875 East Las Vegas Avenue		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	1605 South San Jacinto Avenue		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	2646 Allen Road		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	1101 Fresno Street		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	327 North Sam Hill Road		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	1550 North State Street		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	602 Williams Road		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	819 North Main Street		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	3005 South Arden Road		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	18023 68th Avenue, N.E.		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	4710 Commons Way		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	3905 East 104th Avenue		Las Vegas	NV	891216278	Riverside
	660	95-4391249	Thrifty Payless, Inc.		N	Y	15800 Imperial Highway		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.	Northpark Plaza Shopping Center	N	Y	7140 North Denver Avenue		Portland	OR	971715630	Multnomah
			Thrifty Payless, Inc.		N	Y	525 East Windmill Lane		Las Vegas	NV	89121862	Clark
			Thrifty Payless, Inc.		N	Y	3709 Decoto Road		Fremont	CA	94553111	Alameda
			Thrifty Payless, Inc.		N	Y	5116 (E) and 5128 (E) East 2nd Street		Long Beach	CA	908035372	Los Angeles
			Thrifty Payless, Inc.		N	Y	2215 South Nella Boulevard		Las Vegas	NV	891470792	Clark
			Thrifty Payless, Inc.		N	Y	8500 South Eastern Avenue		Las Vegas	NV	891470792	Clark
			Thrifty Payless, Inc.		N	Y	1665 Alpine Boulevard		Henderson	NV	891233993	Clark
			Thrifty Payless, Inc.		N	Y	4221 Newwood Avenue		Alpine	CA	919018859	San Diego
			Thrifty Payless, Inc.		N	Y	15405 East Sprague Avenue		San Francisco	CA	941026004	San Francisco
			Thrifty Payless, Inc.		N	Y	26991 Alessandro Boulevard		Sacramento	CA	958382686	Sacramento
			Thrifty Payless, Inc.		N	Y	12811 Mendocino Street East		Vandale	WA	990379501	Spokane
			Thrifty Payless, Inc.		N	Y	950 Market Street		Marysville	CA	959552708	Riverside
			Thrifty Payless, Inc.		N	Y	3660 Scenic Boulevard		Payroll	WA	983733646	Pierce
			Thrifty Payless, Inc.		N	Y	8675 South Quebec Street		San Francisco	CA	941531140	San Francisco
			Thrifty Payless, Inc.		N	Y	10 North Eastern Avenue		Terrence	CA	959524888	Los Angeles
			Thrifty Payless, Inc.		N	Y	2500 North 10th Avenue		Las Vegas	NV	891014529	Clark
			Thrifty Payless, Inc.		N	Y	41800 Washington Street		Hanford	CA	93207202	King
			Thrifty Payless, Inc.		N	Y	5483 Sun Valley Boulevard		Las Vegas	NV	891288013	Clark
			Thrifty Payless, Inc.		N	Y	6000 West Vegas Drive		Bermuda Dunes	CA	922018150	Riverside
			Thrifty Payless, Inc.		N	Y	100 Church Street		San Valley	NV	89438961	Washoe
			Thrifty Payless, Inc.		N	Y	1038 East Colorado Boulevard		Las Vegas	NV	89118185	Clark
			Thrifty Payless, Inc.		N	Y	6685 East Lake Mead Boulevard		Las Vegas	NV	891176353	Clark
			Thrifty Payless, Inc.		N	Y	8610 West Spring Mountain Avenue		Las Vegas	NV	891060000	Clark
			Thrifty Payless, Inc.		N	Y	526 Walnut Street		Las Vegas	NV	891060000	Clark
			Thrifty Payless, Inc.		N	Y	6312 Comstock Avenue		Las Vegas	NV	891060000	Clark
			Thrifty Payless, Inc.		N	Y	11907 West Alameda Parkway		North Hills	CA	926014109	Los Angeles
			Thrifty Payless, Inc.		N	Y	9100 West Sahara Avenue		Lakewood	CO	802282796	Los Angeles
			Thrifty Payless, Inc.		N	Y	6100 West Vegas Drive		Las Vegas	NV	891175351	Jefferson
			Thrifty Payless, Inc.		N	Y	17441 Main Street		Las Vegas	NV	891080000	Clark
			Thrifty Payless, Inc.		N	Y	11651 West Rowles Avenue		Hesperia	CA	923456268	San Bernardino
			Thrifty Payless, Inc.		N	Y	8005 South Virginia Street		Las Vegas	NV	89146969	Clark
			Thrifty Payless, Inc.		N	Y	515 East Benton Street		Las Vegas	NV	891271141	Arapahoe
			Thrifty Payless, Inc.		N	Y	110 West Platte Avenue		Las Vegas	NV	89118940	Washoe
			Thrifty Payless, Inc.		N	Y	4752 Yellowstone Avenue		Las Vegas	NV	89118940	Washoe
			Thrifty Payless, Inc.		N	Y	959 Crumshaw Boulevard		Las Vegas	NV	89118940	Washoe
			Thrifty Payless, Inc.		N	Y	4875 East Las Vegas Avenue		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	1605 South San Jacinto Avenue		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	2646 Allen Road		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	1101 Fresno Street		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	327 North Sam Hill Road		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	1550 North State Street		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	602 Williams Road		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	819 North Main Street		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	3005 South Arden Road		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	18023 68th Avenue, N.E.		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	4710 Commons Way		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	3905 East 104th Avenue		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.		N	Y	15800 Imperial Highway		Las Vegas	NV	891216278	Riverside
			Thrifty Payless, Inc.	Kearney Palms Shopping Center	N	Y	7140 North Denver Avenue		Portland	OR	971715630	Multnomah
			Thrifty Payless, Inc.		N	Y	525 East Windmill Lane		Las Vegas	NV	89121862	Clark
			Thrifty Payless, Inc.		N	Y	3709 Decoto Road		Fremont	CA	94553111	Alameda
			Thrifty Payless, Inc.		N	Y	5116 (E) and 5128 (E) East 2nd Street		Long Beach	CA	908035372	Los Angeles
			Thrifty Payless, Inc.		N	Y	2215 South Nella Boulevard		Las Vegas	NV	891470792	Clark
			Thrifty Payless, Inc.		N	Y	8500 South Eastern Avenue		Las Vegas	NV	891470792	Clark
			Thrifty Payless, Inc.		N	Y	1665 Alpine Boulevard		Henderson	NV	891233993	Clark
			Thrifty Payless, Inc.		N	Y	4221 Newwood Avenue		Alpine	CA	919018859	San Diego
			Thrifty Payless, Inc.		N	Y	15405 East Sprague Avenue		San Francisco	CA	941026004	San Francisco

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
06337	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	West Jordan Town Center	N	Y	4609 Austin Bluffs Parkway		Colorado Springs	CO	809182937	El Paso
06338	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2059 South Carey Avenue		Fontana	CA	917665727	Los Angeles
06341	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1105 Martin Luther King Jr Highway		Tuolumne	CA	984054153	Pierce
06342	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1590 Burt House Road (Building)		Yuba City	TX	959910000	Sutter
06343	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1815 East Flamingo Road		Las Vegas	NV	891195107	Clark
06344	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	135 Third Avenue, S.W.		Epitonia	VA	862318607	Grant
06349	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	6948 South Redwood Road		West Jordan	UT	840842407	Salt Lake
06350	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2549 South Redwood Drive		Las Vegas	NV	891172984	Clark
06351	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1980 North Carson Street		Carson City	NV	897011217	Carson City
06365	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	2730 East Platte Avenue		Colorado Springs	CO	809095127	El Paso
06372	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	6001 Corcor Road		Bakersfield	CA	933089414	Kern
06376	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	655 West Highway 105		Mountain View	CO	801328436	El Paso
06378	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	5905 Constitution Avenue		Colorado Springs	CO	809131211	El Paso
06379	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	8027 North Cedar Avenue		Prinsno	CA	937200000	Prinsno
06382	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1471 78 Street, Suite D (Temp. Loc.)		Prinsno	CA	941131724	Hernandez
06386	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	1390 West 9000 South		San Francisco	CA	941131724	Hernandez
06398	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		N	Y	43747 15th Street West		West Jordan	UT	840889216	Salt Lake
	75-2652427	PCS MAIL SERVICES OF FORT WORTH, INC.		Mail Order Distribution Center	N	Y	2105 Eagle Parkway		Fort Worth	TX	76177	Tarrant
00080	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Wilsonville Distribution Center	N	Y	29555 S.W. Boone Ferry Road		Wilsonville	OR	971700000	Clatskanie
00081	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodland Distribution Center	N	Y	280 North Pioneer Avenue		Woodland	CA	957760000	Yolo
00010	23-1946941	RITE AID OF MARYLAND, INC.	Rite Aid Realty Corp.	Perryman Distribution Center	N	Y	601 Chelsea Road		Perryman	MD	211960000	Harford
	95-4391249	THRIFTY PAYLESS, INC.	Rite Aid Realty Corp.	Lancaster Distribution Center	N	Y	2801 West Avenue H		Lancaster	PA	173010000	York
00060	23-1887836	RITE AID ROME DISTRIBUTION CENTER	Rite Aid of New York, Inc.	New York Distribution Center	N	Y	2007 Beechgrove Place		Union	NY	115910000	Orleans

RITE AID CORPORATION

STORE LOCATIONS

OWNED STORES

Center	Corp. No.	Tax ID	Operated By	Titled In	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
06475	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Market Street Shopping Center	Y	N	167 Main Street		Southington	CT	06482	Hartford
00814	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		Y	N	801 Market Street		Wilmington	DE	19801	New Cast
01444	611	23-2125531	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.		Y	N	804 East Wintrop Street		Milten	GA	30442	Jenkins
01443	611	23-2125531	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.		Y	N	301 South Broad Street		Thomasville	GA	31792	Chatham
00475	611	23-2125531	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.		Y	N	800 Habersham Street		Savannah	GA	31401	Chatham
00279	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	Highway 29 & U.S. 98	P.O. Box 359	Danville	VA	24040	Madison
01237	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	100 West Main Street		Lexington	KY	40507	Fayette
01770	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	530 Court Street		Callletsburg	KY	41129	Boyd
02575	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	275 Prestonburg Street		Ashland	KY	41104	Boyd
02607	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	125 North Main Street		West Liberty	KY	41472	Morgan
02777	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	Main Street		Stanton	KY	41472	Morgan
03506	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	320 North Main Street		Jenkins	KY	40380	Powell
03919	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	100 West Fifth Street		Russellville	KY	41537	Lescher
04635	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	31 Big Hill Drive		Newport	KY	42276	Logan
04637	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	101 Sixth Street		Brentsville	KY	41311	Campbell
04637	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	U.S. Highway 27		Dayton	KY	41074	Lee
02286	620	01-0374725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		Y	Y	HC#4 Box 1948		Falmouth	KY	41040	Campbell
03946	620	01-0374725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		Y	Y	4000 Tylonsville Road (#1 Lease/#2 Own)		Barbourville	KY	40966	Knox
00104	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	#1 Is Owned #2 Is Ground Lease	Y	Y	7118 Southside Dr (#1 Leased - #2 Owned)		Louisville	KY	40220	Knox
00331	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	#1 Is Owned #2 Is Leased	Y	Y	5601 Bankstown Road		Louisville	KY	40214	Jefferson
00336	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Bolton Hill Shopping Center	Y	Y	335 Alford Street (1 Leased 2 Owned)		Louisville	KY	40291	Jefferson
00349	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	Y	28 Park Street		Richland	ME	04053	York
00356	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	Y	238 McMechen Street		Baltimore	MD	21217	Knox
00386	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	Y	1100 Light Street		Baltimore	MD	21217	Knox
02212	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	Y	3133 Greenmount Avenue		Baltimore	MD	21204	Baltimore
03305	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	Y	4380 Park Heights Avenue		Baltimore	MD	21218	Baltimore
03837	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	Y	3804 Liberty Heights Avenue		Baltimore	MD	21215	Baltimore
04523	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	Y	944 Ritchie Highway		Baltimore	MD	21215	Baltimore
01469	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	#1 Is Owned #2 Is Leased	Y	Y	6330 Kenwood Avenue		Annohd	MD	21215	Baltimore
01470	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	Y	505 Linden Avenue		Baltimore	MD	21012	Anne An
01508	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	Y	894 Woodyard Road		Catoonsville	MD	21237	Baltimore
01528	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	Y	4461 Ebron Road, S.E.		Clinton	MD	21851	Baltimore
01534	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	Y	100 Covered Village Mall		Kentwood	MD	20752	Worcester
01776	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	Y	G-6010 North Saginaw Street		Belding	MI	49563	Kent
03497	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	Y	55 South Maple Street		Bellevue	MI	48809	Genesee
03572	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	Y	10767 Carson City Road		Grant	MI	48452	Genesee
04659	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	Y	560 Jenner Drive	P.O. Box 125 M-57 & Garlock	Carson City	MI	49327	Newaygo
04694	623	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	Y	1012 Wealthy Street, S.E.		Allegan	MI	49010	Allegan
03489	631	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	Rite Aid of New Hampshire, Inc.		Y	Y	124 North Saginaw Street		Grand Rapids	MI	49506	Kent
00431	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	1115 East Genesee Avenue		Holly	MI	48442	Kent
00532	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	15181 Telegraph Road (1 Leased 2 Owned)		Saginaw	MI	48607	Oakland
00459	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	19150 Wynnwood Street		Redford	MI	48293	Saginaw
00688	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	1097 Broadway		Detroit	MI	48213	Wayne
00876	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	831 West Browning Road		Farmington	NH	03835	Stratford
00990	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	146-142 Ferry Street		Bayonne	NJ	07002	Hudson
01318	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	121-129 State Street		Belmar	NJ	08021	Hudson
01321	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	242 West Marlton Pike		Newark	NJ	07102	Essex
01917	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	25-31 East Washington Avenue		Cherry Hill	NJ	08008	Mercer
01989	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	Y	159 South Broad Street		Washington	NJ	08002	Camden
						Y	Y	130 East Main Street		Woodbury	NJ	08062	Warren
						Y	Y	4902 Westfield Avenue		Penns Grove	NJ	08059	Gloucester
						Y	Y	13 North DeLosa Drive		Pennsauken	NJ	08312	Salem
						Y	Y	262 Main Street		Clayton	NJ	08312	Gloucester
						Y	Y			West Orange	NJ	07092	Essex

RITE AID CORPORATION

STORE LOCATIONS

OWNED STORES

Center	Cart No	Tax ID	Operated By	Titled To	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
02261	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	201 North Hermitage Avenue		Trenton	NJ	086183511	Mercer
02513	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	1697 Cortes Avenue		Rego City	NJ	079534995	Roanoke
02512	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	416 North Main Street (Route 9)		Bayside	NJ	087212612	Ocean
02884	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	710 Main Street		Asbury Park	NJ	077265750	Monmouth
02713	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	80 Central Avenue		East Orange	NJ	070183939	Essex
02740	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	238 Federal Street		Camden	NJ	081052204	Camden
02728	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	739 Greenwood Avenue		Trenton	NJ	086091401	Mercer
03124	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	1091 South Broad Street		Trenton	NJ	086111461	Mercer
03455	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	1426 Mt. Ephraim Avenue		Camden	NJ	081091549	Camden
03483	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	37 Juliuswain Road		Browns Mills	NJ	080153627	Burlington
03570	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	1201 St. Georges Avenue		Roselle	NJ	072032805	Union
03974	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	1041 Burnt Tavern Road		Brick	NJ	087241967	Ocean
04012	631	23-1940648	RITE AID OF NEW JERSEY, INC.	RITE AID OF NEW JERSEY, INC.		Y	N	167-169 Genesee Street		Utica	NY	135012106	Oswego
04099	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	424 Elmwood Avenue		Buffalo	NY	142222210	Westchester
04522	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	552 Main Street		New Rochelle	NY	108017215	Dutchess
04532	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	324 Main Street		Poughkeepsie	NY	126013110	Dutchess
04533	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	301 South Salina Street		Syracuse	NY	132021601	Onondaga
04546	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	452 Main Street		Buffalo	NY	142023203	Eric
04559	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	941 State Route 17C		Buffalo	NY	142023203	Eric
04565	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	1006 Cowart Street		Utica	NY	138279801	Tioga
04566	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	4764 Salina Street (#2 Parking Lot)		Potsdam	NY	136934018	Oswego
04567	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	104 Genesee Street		Oswego	NY	134212716	Oswego
04568	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	3093 Bailey Avenue (Parking Lot)		Buffalo	NY	142150000	Madison
04569	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	North Fair Street @ East Main Street		Buffalo	NY	142150000	Eric
04570	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	46-50 North Main Street		Buffalo	NY	142150000	Washington
04571	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	1652 & 1616 Main Street (Parking Lot)		Buffalo	NY	142150000	Ulster
04572	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	2315 William Street		Buffalo	NY	142150000	Niagara
04573	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	223-227 Kirby Avenue		Lackawanna	NY	142065536	Eric
04574	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	1224 East Lovejoy Street		Buffalo	NY	142061216	Eric
04575	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	300 West Manlius Street		Buffalo	NY	142061216	Eric
04576	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	1540 Grand Concourse		Buffalo	NY	142061216	Onondaga
04577	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	133 East Main Street		Buffalo	NY	142061216	Onondaga
04578	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	1410 Delaware Street		Buffalo	NY	142091111	Franklin
04579	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	212 North Main Street		Buffalo	NY	142091111	Franklin
04580	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	9160 Main Street		Buffalo	NY	142091111	Franklin
04581	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	210 Post Avenue		Buffalo	NY	142091111	Franklin
04582	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	898 South Main Street		Buffalo	NY	142091111	Franklin
04583	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	3527 Canfield Road		Buffalo	NY	142091111	Franklin
04584	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	NEC Central & University		Buffalo	NY	142091111	Franklin
04585	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	11 Mansfield Avenue		Buffalo	NY	142091111	Franklin
04586	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	2885 West Broad Street		Buffalo	NY	142091111	Franklin
04587	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	6412 Franklin Boulevard		Buffalo	NY	142091111	Franklin
04588	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	300 East Main Street		Buffalo	NY	142091111	Franklin
04589	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	944 Brown Street		Buffalo	NY	142091111	Franklin
04590	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	713 North State Street		Buffalo	NY	142091111	Franklin
04591	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	52 West Main Street		Buffalo	NY	142091111	Franklin
04592	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	2840 Youngstown Road, S.E.		Buffalo	NY	142091111	Franklin
04593	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	8401 Mentor Avenue		Buffalo	NY	142091111	Franklin
04594	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	2323 Broadview Road		Buffalo	NY	142091111	Franklin
04595	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	7796 Munson Road		Buffalo	NY	142091111	Franklin
04596	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	8519 Mayfield Road		Buffalo	NY	142091111	Franklin
04597	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	109 Jefferson Street		Buffalo	NY	142091111	Franklin
04598	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	400 Public Road		Buffalo	NY	142091111	Franklin
04599	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	1038 Northwest Street		Buffalo	NY	142091111	Franklin
04600	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	220 Third Street		Buffalo	NY	142091111	Franklin
04601	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N	375 Philadelphia Street		Buffalo	NY	142091111	Franklin
04602	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04603	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04604	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04605	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04606	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04607	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04608	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04609	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04610	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04611	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04612	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04613	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04614	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04615	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04616	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04617	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04618	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04619	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04620	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04621	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04622	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04623	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04624	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04625	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04626	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04627	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04628	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04629	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.		Y	N			Buffalo	NY	142091111	Franklin
04630	633	23-1940649	RITE AID OF NEW YORK, INC.	RITE AID OF NEW YORK, INC.									

RITE AID CORPORATION

STORE LOCATIONS

OWNED STORES

Center	Corp. No.	Tr. ID	Operated By	Titled To	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
00269	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	Jamesway Plaza	Y	N	230 Jays Avenue		Pittsburgh	PA	152102202	Allegheny
00415	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	33 Public Square		Wilkes-Barre	PA	187011701	Lucerne
00503	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	42 West Broad Street		Hazleton	PA	182016418	Schuylkill
00517	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	10 North Center Street		Pottsville	PA	179012910	York
00539	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	40-42 West Market Street		York	PA	174011203	Lehigh
00596	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	733 Hamilton Street Mall		Allentown	PA	181012434	Lehigh
00696	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	827 North Center Street		Corry	PA	164011225	Erie
00721	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	24 West Center Street (1-Leased, 2-Owned)		Mahanoy City	PA	179482603	Schuylkill
00729	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	309-311 Market Street		Harrisburg	PA	171012207	Dauphin
00756	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	59 North Queen Street		Lancaster	PA	176033838	Lancaster
00817	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	4606 Admiral Peary Highway		Elkensburg	PA	159314203	Cambria
00872	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	48 East Main Street		Norristown	PA	194014915	Montgomery
00874	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	5911-5933 Ridge Avenue		Philadelphia	PA	191282628	Philadelphia
00886	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	6429 Rising Sun Avenue		Philadelphia	PA	191145228	Philadelphia
00927	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	501 South 29th Street		Harrisburg	PA	171042108	Dauphin
01067	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	328 334 Main Street		Irwin	PA	156493438	Westmore
01180	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	236 West Street		Gettysburg	PA	173252509	Adams
01304	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	754e-7b Harverford Avenue		Philadelphia	PA	191521212	Philadelphia
01398	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	217 South Blakely Street		Dunmore	PA	181122203	Lackawanna
01450	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	916 State Street		Scranton	PA	171323139	Dauphin
01494	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1 East High Street		Union City	PA	164311003	Erie
01495	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	601 Delaware Avenue		Palmerston	PA	164311003	Erie
01496	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1120 Philadelphia Avenue		Barnesboro	PA	180712002	Cambria
01514	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	101 East Shirley Street		Mt. Union	PA	157141359	Cambria
01543	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	508 East Second Street		Oil City	PA	170661525	Huntingdo
01563	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	404 Third Street		Cresson	PA	163011237	Venango
01633	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1212 Second Street		Cresson	PA	154191105	Washington
01640	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	6201 Germantown Avenue		Philadelphia	PA	191440000	Cambria
01742	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1216 Pennsylvania Avenue		Tyone	PA	166861618	Blair
01764	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	910 West Broadway		Red Lion	PA	173561952	York
01769	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	701 Hanover Avenue		Allentown	PA	181022006	Lehigh
01784	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	5601 Chestnut St. (NEC 57th & Chestnut)		Philadelphia	PA	191393232	Philadelphia
01814	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1620 Main Street		Northampton	PA	180871541	Northampton
01894	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1615 Lincoln Way		White Oak	PA	151311713	Allegheny
01925	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1104-02 Seventh Avenue		Beaver Falls	PA	150104424	Beaver
02252	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	113 West Main Street		West Newton	PA	150891141	Westmore
02264	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	2901 Carlisle Road		Dover	PA	173154663	York
02442	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	634-640 Monongahela Avenue		Glassport	PA	150491608	Allegheny
02510	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	5272 Torresdale Avenue		Philadelphia	PA	192424041	Philadelphia
02685	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1915 West Ninth Street		Chester	PA	190132719	Delaware
03223	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	829 Third Avenue (Parking Lot)		New Brighton	PA	150660000	Beaver
03227	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	544 Church Street		Yeadon	PA	190503102	Delaware
03251	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	5214-50 Baltimore Avenue		Philadelphia	PA	191433240	Philadelphia
03325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	43-47 Baltimore Street (Both are Owned)		Hanover	PA	173313233	York
03377	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	838 Fifth Avenue		Ford City	PA	162261109	Armstrong
03434	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	2201 West Allegheny Avenue		Philadelphia	PA	191321420	Philadelphia
03443	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	3000-02 Reed Street		Philadelphia	PA	191463520	Philadelphia
03457	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1443 South Seventh Street		Philadelphia	PA	191291712	Philadelphia
03461	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	7941 Oxford Avenue		Philadelphia	PA	191485847	Philadelphia
03586	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1924-40 Fairmount Avenue		Philadelphia	PA	191122224	Philadelphia
						Y	N	Box 136A, R.D. #1		Grantsdale	PA	191302010	Philadelphia
						Y	N	136 North 63rd Street		Philadelphia	PA	154429714	Fayette
						Y	N	5700 Chew Avenue		Philadelphia	PA	191382201	Philadelphia
						Y	N	111 North Plaza		Apollo	PA	191381716	Philadelphia
						Y	N				PA	136131346	Armstrong

RITE AID CORPORATION

STORE LOCATIONS

OWNED STORES

Center	Corp. No.	Tax ID	Operated By	Titled To	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
03637	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	6363 Frankford Avenue		Philadelphia	PA	191353032	Philadelphia
03638	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	Y	318 Fifth Avenue (1 Leased - 2 Owned)		Pittsburgh	PA	152222401	Allegheny
04791	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.		Y	Y	2023 Lyncoming Creek Road		Williamsport	PA	090000000	Lycoming
01065	643	23-2047224	RITE AID OF TENNESSEE, INC.	Rite Aid of Tennessee, Inc.		Y	N	703 South Congress Boulevard		Smithville	TN	371662019	DeKalb
01577	643	23-2047224	RITE AID OF TENNESSEE, INC.	Rite Aid of Tennessee, Inc.		Y	N	1200 Euclid Avenue		Bristol	VA	242013924	Sullivan
01915	643	23-2047224	RITE AID OF TENNESSEE, INC.	Rite Aid of Tennessee, Inc.		Y	N	289 North Main Street		Jellico	TN	377622131	Campbell
03344	643	23-2047224	RITE AID OF TENNESSEE, INC.	Rite Aid of Tennessee, Inc.		Y	N	130 West Main Street		Seedsville	TN	378692095	Hancock
03599	647	23-1940654	RITE AID OF TENNESSEE, INC.	Rite Aid of Tennessee, Inc.		Y	N	103 North Gateway Avenue		Rockwood	TN	378542330	Rountree
00574	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		Y	N	P.O. Box 967, Main Street		Salisbury	VA	243700967	Smyth
01811	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		Y	Y	1661 Lusklin Road		Virginia Beach	VA	234516138	Virginia B
02792	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		Y	Y	1281 Jefferson Avenue	P.O. Drawer F	Roch Creek	VA	241479722	Giles
00859	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	#1 Leased and #2 Owned	Y	N	1101 Myers Avenue		Moundsville	WV	260411411	Marshall
00937	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	1719 West Washington Street		Wheeling	WV	260032905	Marshall
00948	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	506 Third Avenue		Dunbar	WV	250643118	Kanawha
00963	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	Main Street & Florence Alley		Clarksburg	WV	251122319	Kanawha
00972	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	P.O. Box 733		Montgomery	WV	251322102	Fayette
01382	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	Highway 2 North		Grant	WV	261470733	Fayette
01462	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	Route 16, Main Street		Grant	WV	261700740	Calhoun
01503	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	P.O. Box 697		Pleasanton	WV	248920697	McDowell
01795	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	P.O. Box 751		War	WV	260311024	McDowell
01802	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	205 Marshall Street		Penwood	WV	248170751	McDowell
01992	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	West Virginia Route 83		Bradshaw	WV	263301751	McDowell
02263	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	300 West Main Street		Bridgeport	WV	256371251	Logan
02610	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	U.S. Route 119 & Logan Street		MI. Gay	WV	248680508	Logan
02667	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	508 Main Street		Northfork	WV	248120799	McDowell
03675	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	111 Main Street		Artes	WV	248114821	Raleigh
02736	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	719 Johnstown Road		Beckley	WV	267269415	Mineral
02789	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	Route 4, Box 280		Smithers	WV	231860927	Fayette
02822	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	108 Main Street		Sutton	WV	266011308	Braxton
03395	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	7031 Harper Road		Glen Daniel	WV	238449489	Raleigh
03408	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	2198 Ritter Drive		Danfels	WV	258329372	Raleigh
03423	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	50 South Main Street		Petersburg	WV	268471228	Grant
03462	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	101 Morrison Drive		Princeton	WV	247402372	Mercer
03515	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		Y	N	418 Bridge Street		Huntington	WV	257021502	Cabell
02000	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of West Virginia, Inc.		Y	N	4749 U.S. Route 152		Lavalete	WV	253559802	Wayne
02829	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	100 Colliers Way		Wetmore	WV	260624004	Hancock
02843	652	23-225476	RITE AID DRUG PALACE, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	1130 Cumberland Street		Lebanon	PA	170425150	Lebanon
01251	652	23-225476	RITE AID DRUG PALACE, INC.	Rite Aid of New Jersey, Inc.		Y	N	Route 6		Honesdale	PA	184319806	Wayne
01567	652	23-225476	RITE AID DRUG PALACE, INC.	Rite Aid of Ohio, Inc.		Y	N	1198 West Galbreath Road		Somerset	OH	080831956	Cuyahoga
01881	652	23-225476	RITE AID DRUG PALACE, INC.	Rite Aid of Pennsylvania, Inc.		Y	N	2901 Springfield Road		Cincinnati	OH	452315610	Hamilton
02330	653	33-0125212	LANE DRUG COMPANY	Rite Aid of New York, Inc.		Y	N	185 Kings Highway		Brownell	NY	190081308	Delaware
02403	653	33-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.		Y	N	395 West Main Street		Onawa	OH	438751723	Kings
04588	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		Y	N	875 Lexington Road	(formerly numbered as #3249 Rele)	Manstield	OH	449707000	Richland
04301	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		Y	N	3521 Cornum Road		Flint	MI	485033267	Genesee
04372	655	38-0947300	PERRY DRUG STORES, INC.	Perry Drug Stores, Inc.		Y	N	360 Martin Luther King Boulevard		Pontiac	MI	481342000	Oakland
04382	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		Y	N	G 4033 Fenton Road		Burton	MI	485290000	Genesee
04410	657	38-2935739	PDS-1 MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	N	640 North Milford Road		Midland	MI	483811534	Oakland
05190	660	95-43191249	THRIFTY PAYLESS, INC.	Rite Aid of Michigan, Inc.		Y	N	2910 Ashman Street		Midland	MI	486404448	Midland
05249	660	95-43191249	THRIFTY PAYLESS, INC.	Rite Aid of Michigan, Inc.		Y	N	630 West Mitchell Street		Petoskey	MI	497702615	Emmett
05261	660	95-43191249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	24044 10th Avenue		Kent	WA	980314976	King
05265	660	95-43191249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	25200 Pacific Highway, South		Kent	WA	980326934	King
				Thrifty Payless, Inc.		Y	N	19475 Seventh Avenue, N.E.		Shobomish	WA	980290903	Snohomish
				Thrifty Payless, Inc.		Y	N	690C West Washington Street		Poulsbo	WA	983707327	Kitsap
						Y	N			Sequim	WA	983823264	Clallam

STORE LOCATIONS

OWNED STORES

Center	Comp. No.	Tax ID	Operated By	Traded In	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County	Clark
05291	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	11565 N.E. 4th Plain Boulevard		Vancouver	WA	988625593	Clark	
05292	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1311 Southeast Third Way		Vancouver	WA	986852817	Clark	
05342	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	111 South Roosevelt Drive		Seaside	OR	971367413	Clatsop	
05347	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2440 S.E. 39th Avenue		Portland	OR	972145920	Multnomah	
05349	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	900 North Tomahawk Island Drive		Portland	OR	972177900	Multnomah	
05350	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	4346 N.E. Cully Boulevard		Portland	OR	972182206	Multnomah	
05362	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	4500 Commercial Street, South		Portland	OR	973023918	Multnomah	
05368	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	178 West Ellendale Avenue		Dallas	OR	973381408	Polk	
05380	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1430 N.W. Garden Valley Road		Roseburg	OR	974701766	Douglas	
05384	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2130 Marcola Road		Springfield	OR	974772592	Lane	
05385	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	981 Midford Center		Medford	OR	975646748	Jackson	
05387	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2341 Ashland Street		Ashland	OR	975201407	Jackson	
05391	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1642 Williams Highway		Grants Pass	OR	975252660	Josephine	
05392	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	700 S.E. 3rd Street		Band	OR	977021796	Deschutes	
05396	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1575 East 3rd Street		Prineville	OR	977542907	Cook	
05412	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1217 Campbell Street		Baker City	OR	978143196	Baker	
05451	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1640 East 1st Street		Meridian	ID	836421709	Ada	
05454	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	3230 West Alouau Avenue		Los Angeles	CA	900432564	Los Ange	
05483	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	630 South Alvarado Street		Los Angeles	CA	90073107	Los Ange	
04988	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1609 Hawthorne Boulevard		Redondo Beach	CA	902780000	Los Ange	
05505	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	7880 Valley View Boulevard		Buena Park	CA	90620353	Orange	
05512	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	12319 South Norwalk Boulevard		Norwalk	CA	906502039	Los Ange	
05546	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	15717 Downey Avenue		Paramount	CA	907234407	Los Ange	
05598	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	17864 Ventura Boulevard		Encino	CA	913163615	Los Ange	
05622	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	222 West "G" Street		Ontario	CA	917627278	San Berna	
05622	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	7100 Avenida Encinas "C"		Carlsbad	CA	920094657	San Diego	
05662	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	11845 Carmel Mountain Road		San Diego	CA	921284602	San Diego	
05690	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	941 Arroyo Road		Burrow	CA	923111461	San Berna	
05730	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	25906 Newport Road		Sun City	CA	9231849130	Riverside	
05796	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	707 West Lacey Boulevard		Hanford	CA	932304326	Kings	
05806	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	5212 West Walnut Avenue		Visalia	CA	932773475	Tulare	
05811	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1425 South "H" Street		Bakersfield	CA	933040000	Kern	
05815	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	108 China Oracle Loop		Bakersfield	CA	933080000	Kern	
05829	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	500 Quintana Road		Mono Bay	CA	934421938	San Luis C	
05860	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2857 Whitson Avenue		Salma	CA	956622623	Fresno	
05865	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	3011 North Cedar Avenue		Fresno	CA	957031530	Fresno	
05919	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2047 West Shaw Avenue		Fresno	CA	957053404	Fresno	
05923	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	24989 Santa Clara Street		Hayward	CA	946442105	Alameda	
06008	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	968 Murrieta Boulevard		Livermore	CA	945504063	Alameda	
06019	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2401 McHenry Avenue		Modesto	CA	951503289	Stanislaus	
06026	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	651 North Golden State Boulevard		Turlock	CA	951803952	Stanislaus	
06033	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	14804 Olympic Drive		Clearlake	CA	954229521	Lake	
06037	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	680 South State Street		Utah	CA	954824913	Mendocino	
06040	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1500 Anna Sparks Way, Suite D		McKaleville	CA	955190000	Humboldt	
06042	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	575 "M" Street		Crescent City	CA	955312827	Del Norte	
06054	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	420 Grass Valley Highway		Auburn	CA	956033714	Pleaser	
06062	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	6639 Watt Street		North Highlands	CA	956603607	Pleaser	
06064	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	4005 Foothill Boulevard		Roseville	CA	957477233	Pleaser	
06069	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2050 Nut Tree Road		Vacaville	CA	956877108	Solano	
06074	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1012 "K" Street		Sacramento	CA	958143893	Sacramen	
06083	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	5051 Fruitridge Road		Sacramento	CA	958205433	Sacramen	
06084	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	7860 Gerber Road		Sacramento	CA	958284502	Sacramen	
06091	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	980 Floria Road		Sacramento	CA	958313515	Sacramen	
06110	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2700 Oro Dam Boulevard		Oronville	CA	959609210	Butte	
06110	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	716 South Boulder Highway		Henderson	NV	890157539	Clark	

RITE AID CORPORATION

STORE LOCATIONS

OWNED STORES

Center	Comp No	Tax ID	Owned By	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
06111	660	95-4391249	THRIFTY PAYLESS, INC.	Valley Oaks Shopping Center	Y	N	3852 West Sahara Avenue		Las Vegas	NV	891020505	Clark
06112	660	95-4391249	THRIFTY PAYLESS, INC.	Spring Valley Town Center	Y	N	4230 South Rainbow Boulevard		Las Vegas	NV	891033104	Clark
06123	660	95-4391249	THRIFTY PAYLESS, INC.	Rainbow Plaza	Y	N	535 South Main Street		Bountiful	UT	840106332	Davis
06126	660	95-4391249	THRIFTY PAYLESS, INC.		Y	N	860 North Fairfield Road		Layton	UT	840912725	Davis
06137	660	95-4391249	THRIFTY PAYLESS, INC.		Y	N	774 South State Street		Green	UT	840586938	Davis
06134	660	95-4391249	THRIFTY PAYLESS, INC.	Mission Plaza	Y	N	1500 North 900 West		Salt Lake City	UT	841163334	Utah
06156	660	95-4391249	THRIFTY PAYLESS, INC.	Village Square	Y	N	15453 East Hampden Avenue		Aurora	CO	800132402	Arapahoe
06174	660	95-4391249	THRIFTY PAYLESS, INC.		Y	N	6500 West 120th Avenue		Broomfield	CO	800202969	Jefferson
06175	660	95-4391249	THRIFTY PAYLESS, INC.	Greekley Plaza	Y	N	1013 11th Street		Greekley	CO	806313534	Weld
06179	660	95-4391249	THRIFTY PAYLESS, INC.	Peachtree Shopping Center	Y	N	2626 West 10th Street		Clifton	CO	812076009	Weld
06329	660	95-4391249	THRIFTY PAYLESS, INC.		Y	N	3227 1/2 Business Loop		Mesa	CO	801150000	Mesa
06364	660	95-4391249	THRIFTY PAYLESS, INC.		Y	N	1920 Las Vegas Boulevard, North		Las Vegas	NV	891163343	Arapahoe
06367	660	95-4391249	THRIFTY PAYLESS, INC.		Y	N	20601 East Smoky Hill Road		Fallon	NV	894062734	Churchill
06389	660	95-4391249	THRIFTY PAYLESS, INC.		Y	N	401 West Williams Avenue		Grand Junction	CO	815012230	Mesa
06396	660	95-4391249	THRIFTY PAYLESS, INC.		Y	N	4900 North 1st Street		Oakhurst	CA	936449486	Madiera
06400	660	95-4391249	THRIFTY PAYLESS, INC.		Y	N	3105 Rancho Vista Boulevard		Palmdale	CA	935500000	Los Ange
00081	660	95-4391249	THRIFTY PAYLESS, INC.	Woodland Distribution Center	Y	N	1755 East Breamer Street	Crane Valley Road	Woodland	CA	957760000	Yolo
07053	661	63-0527200	HARCO, INC.		Y	N	298 Hughes Road		Madison	AL	357581112	Madison
07084	661	63-0527200	HARCO, INC.		Y	N	1430 Quinlan Avenue		Anniston	AL	362013845	Calhoun
07091	661	72-1011085	K & B ALABAMA CORPORATION		Y	N	1060 South Oates Street		Dothan	AL	365053811	Houston
07183	662	72-1049360	K & B LOUISIANA CORPORATION		Y	N	2912 Dauphin Island Parkway		Mobile	AL	366053811	Mobile
07307	664	72-1049360	K & B LOUISIANA CORPORATION		Y	N	2823 Ryan Street (#1 Leased #2 Owned)		Lake Charles	LA	706017329	Calcasieu
07313	664	72-1049360	K & B LOUISIANA CORPORATION		Y	N	1710 North Airline Highway		Gonzales	LA	707372177	Ascension
07318	664	72-1049360	K & B LOUISIANA CORPORATION		Y	N	2159 Starling Lane		Baton Rouge	LA	708101038	East Baton
07214	665	72-0983482	K & B MISSISSIPPI CORPORATION		Y	N	114 East McDowell Road		Jackson	MS	392045718	Perish
07221	665	72-0983482	K & B MISSISSIPPI CORPORATION		Y	N	5916 U.S. Highway 49		Hattiesburg	MS	394010000	Hinds
00029	38	1718545	PERRY DISTRIBUTORS, INC.	Michigan Distribution Center	Y	N	5400 Perry Drive		Pontiac	MI	483436021	Oakland
00035	63	6522700	HARCO, INC.	HARCO DVC Contondale Industrial Park (1 Lse 2 Own)	Y	Y	3931 Rice Mine Road, N.E.		Tuscaloosa	AL	354550000	Tuscaloosa
00050	23	1940654	RITE AID OF WEST VIRGINIA, INC.	West Virginia Distribution Center	Y	N	Rock Branch Industrial Park		Poca	WV	251900000	Putnam
90060	23	1887836	RITE AID HDQTRS CORP	New York Distribution Center	Y	N	5865 Success Drive		Rome	NY	134400000	Ontario
09614	23	2308342	RITE AID HDQTRS CORP	Store Planning Building	Y	N	451 South St. John's Road		Shirmanstown	PA	170110000	Columbia
09702	23	2308342	RITE AID HDQTRS CORP	Capital Corporate Center	Y	N	30 Futner Lane		Camp Hill	PA	170110000	Columbia
09765	23	2308342	RITE AID HDQTRS CORP	Information Technology Center (Of- fice)	Y	N						
	86	9946910	PCS HEALTH SYSTEMS, INC.	PCS Headquarters Bldg	Y	N	433 Railroad Avenue		Shirmanstown	PA	170550000	Columbia
	63	1222539	PCS MAIL SERVICES OF BIRMINGHAM, HAM, INC.	PCS Mail Order Facility	Y	N	9501 East Shea Ave		Scottsdale	AZ	85280-6719	Maricopa
					Y	N	2700 Millan Court		Birmingham	AL	35211	Jefferson

RECORDS OF ACCOUNTS

A. Each of the Grantors listed below keeps its records concerning the Accounts at the following locations:

1. Rite Aid Corporation
200 Newberry Commons
Etters, PA 17319-9363

2. Rite Aid Corporation
433 Railroad Avenue
Shiremanstown, PA 17011

Grantors

Rite Aid Hdqtrs. Corp.
Rite Aid of Alabama, Inc.
Rite Aid of Connecticut, Inc.
Rite Aid of Delaware, Inc.
Rite Aid of Florida, Inc.
Rite Aid of Georgia, Inc.
Rite Aid of Illinois, Inc.
Rite Aid of Indiana, Inc.
Rite Aid of Kentucky, Inc.
Rite Aid of Maine, Inc.
Rite Aid of Maryland, Inc.
Rite Aid of Massachusetts, Inc.
Rite Aid of Michigan, Inc.
Rite Aid of New Hampshire, Inc.
Rite Aid of New Jersey, Inc.
Rite Aid of New York, Inc.
Rite Aid of North Carolina, Inc.
Rite Aid of Ohio, Inc.
Rite Aid of Pennsylvania, Inc.
Rite Aid of South Carolina, Inc.
Rite Aid of Tennessee, Inc.

Rite Aid of Vermont, Inc.
Rite Aid of Virginia, Inc.
Rite Aid of Washington, D.C., Inc.
Rite Aid of West Virginia, Inc.
Drug Fair of PA., Inc.
Drug Fair, Inc.
Eagle Managed Care Corp.
GDF, Inc.
Harco, Inc.
The Lane Drug Company
Keystone Centers, Inc.
Ocean Acquisition Corporation
PCS Holding Corporation
Perry Drug Stores, Inc.
Reed, Inc.
Rite Aid Funding LLC
Rite Investments Corp.
Rite Aid Drug Palace, Inc.
Rite Aid Rome Distribution Center, Inc.
Rite Aid Transport, Inc.
RX Choice, Inc.
Script South
Thrifty Payless, Inc.
W.R.A.C., Inc.
3581 Carter Hill Road - Montgomery Corp.
4042 Warrensville Center Road - Warrensville Ohio, Inc.
5277 Associates, Inc.
537 Elm Street Corporation
5600 Superior Properties, Inc.
657-659 Broad St. Corp.
Broadview and Wallings -Broadview Heights Ohio, Inc.
Dominion Action One Corporation
Dominion Action Two Corporation
Dominion Action Three Corporation
Dominion Action Four Corporation
Dominion Drug Stores Corp.
England Street-Asheland Corporation
Jaime Nathan Travis Corporation

Lakehurst and Broadway Corporation
Patton Drive and Navy Boulevard Property Corporation
Portfolio Medical Services, Inc.
Rack Rite Distributors, Inc.
Ram-Utica, INC.
Rite Aid Venturer #1, Inc.
Rite Fund, Inc.
The Muir Company
Virginia Corporation
K&B, Incorporated
K&B Alabama Corporation
K&B Florida Corporation
K&B Louisiana Corporation
K&B Mississippi Corporation
K&B Services, Incorporated
K&B Tennessee Corporation
K&B Texas Corporation
K&B Trainees, Inc.
Katz & Besthoff, Inc.
Super Beverage of Texas #2, Inc.
Super Beverage of Texas #3, Inc.
Super Beverage of Texas #4, Inc.
Super Beverage of Texas #5, Inc.
Super Beverage of Texas #6, Inc.
Super Distributors, Inc.
Super Ice Cream Suppliers, Inc.
Super Laboratories, Inc.
Super Pharmacy Network, Inc.
Super Tobacco Distributors, Inc.
PDS-1 Michigan, Inc.
RDS Detroit, Inc.
Perry Distributors, Inc.
PL Xpress, Inc.
Thrifty Corporation
P.L.D. Enterprises, Inc.

Rite Aid Lease Management Company
Rite Aid Realty Corp.
Thrifty Wilshire, Inc.
Name Rite LLC
Sophie One Corp.
112 Burleigh Avenue Norfolk, LLC
1515 West State Street Boise, Idaho, LLC
1525 Cortyou Road - Brooklyn Inc.
1740 Associates, LLC
764 South Broadway- Geneva, Ohio, LLC
912 Elmwood Avenue- Buffalo, LLC
Ann & Government Streets- Mobile, Alabama, LLC
Baltimore/Annapolis Boulevard & Governor Richie Hwy-Glen Burnie, MD, LLC
Central Avenue and Main Street- Petal, MS, LLC
Eighth and Water Streets- Ulrichsville, Ohio, LLC
Euclid and Wilders Roads- Bay City, LLC
Gettysburg and Hoover-Dayton, Ohio, LLC
Gratiot & Center- Saginaw Township, Michigan, LLC
Louisville Avenue & North 18th Street- Monroe, Louisiana, LLC
Main & McPherson- Clyde, LLC
Mayfield & Chillicothe Roads- Chesterland, LLC
Munson & Andrews LLC
Northline & Dix- Toledo- Southgate, LLC
Paw Paw Lake Road & Paw Paw Avenue- Coloma, Michigan, LLC
Richmond Road & Monticello Boulevard- Richmond Heights, Ohio, LLC
Route 1 and Hood Road- Fredricksburg, LLC
Route 202 at Route 124 Jaffrey- New Hampshire, LLC
Seven Mile and Evergreen- Detroit, LLC
Silver Springs Road- Baltimore, Maryland/ One, LLC
Silver Springs Road- Baltimore, Maryland/ Two, LLC
State Street and Hill Road- Gerard, Ohio, LLC
State & Fortification Streets- Jackson, Mississippi, LLC
Tyler and Sanders Roads, Birmingham- Alabama, LLC

B. Each of the Grantors listed below keeps its records concerning the Accounts at the following location:

9501 E. Shea Blvd.
Scottsdale, AZ 85260

Grantors

PCS Health Systems, Inc.

PCS Services, Inc.

PCS Mail Service, Inc.

PCS Mail Service of Fort Worth, Inc.

PCS Mail Service of Birmingham, Inc.

PCS Mail Services of Scottsdale, Inc.

Clinical Pharmaceuticals, Inc.

COPYRIGHTS REGISTRATION AND COPYRIGHT LICENSES

Please see attached.

PATENTS AND PATENT LICENSES

None

TRADEMARK REGISTRATIONS AND TRADEMARK LICENSES

Please see attached.

PENDING ACTIONS

Please see attached.

RITE AID CORPORATION COPYRIGHT REGISTRATIONS

Title of Work	Reg. No./Reg. Date	Owner	Status/Comments
Rite Aid Corporation Index (Internet Web Site)	TX4771731 May 8, 1998	Name Rite, L.L.C.	Registered; Chain of title is clear.

PCS HEALTH SYSTEMS, INC. COPYRIGHT REGISTRATIONS

Title of Work	Reg. No./Reg. Date	Owner	Status/Comments
The Right Track Videotape	PA660260 September 2, 1999	Group Health Cooperative of Puget Sound & PCS Health Systems, Inc.	Registered; Chain of title appears to be clear (joint ownership).

THRIFTY PAYLESS, INC. COPYRIGHT REGISTRATIONS

Title of Work	Reg. No./Reg. Date	Owner	Status/Comments
Our Anniversary/Today We Celebrate.	PAU 168-913 January 25, 1980	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.
We'll Make It Worth Your Smile.	PAU 433-939 June 29, 1982	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.
Blue	VA 505-280 May 28, 1991	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.
Danny	VA 454-188 February 15, 1991	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.
Join Blue in Saying No to Drugs: Creativity Book.	TX 3-140-090 February 20, 1991	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.
Join Blue in Saying No to Drugs: Creativity Book.	TX 3-140-091 February 20, 1991	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.
Kathy	VA 451-619 February 15, 1991	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.
Kazoo	VA 505-279 May 28, 1991	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.
Mason	VA 477-741 February 15, 1991	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.
The Diagnosis is in, now it's time for the treatment-Forrest Earthwell, environmental pharmacist.	VA 482-237 October 11, 1991	Thrifty Payless, Inc.	Registered; Chain of title appears to be clear.

TRADEMARK LICENCES

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid Rome Distribution Center, Inc.

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid Distributors, Inc.

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of West Virginia, Inc.

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of South Carolina, Inc.

Trademark Licensing Agreement (Wholesale Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Florida, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Alabama, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Connecticut, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Delaware, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Florida, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Georgia, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Indiana, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Kentucky, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Keystone Centers, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Maryland, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Massachusetts, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Michigan, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of New Hampshire, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of New Jersey, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of New York, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of North Carolina, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Ohio, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Pennsylvania, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Rhode Island, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of South Carolina, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Tennessee, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Vermont, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of Virginia, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid of West Virginia, Inc.

Trademark Licensing Agreement (Stores and Retail Goods), dated as of May 31, 1988, between Name Rite, Inc. and Rite Aid Drug Palace, Inc.

Trademark Licensing Agreement (Regarding K&B mark), dated as of March 5, 1999, between KBS Enterprises Inc. and Rite Aid Corporation.

RITE AID CORPORATION
STATE REGISTRATIONS

Mark	State	Registration No./Date	Description of Goods/Services	Current Record Owner	Status/Next Action Required
MONOGRAM 6	California	46,606 August 9, 1968	Whiskey, in Class 33.	Name Rite, L.L.C.	Renewed; next renewal due 8/9/08.
K-B	Louisiana	361,588 December 15, 1978	Retail merchandise, in Class 42.	Name Rite, L.L.C.	Renewed; next renewal due 12/15/08.
K-B	Louisiana	501,995 October 13, 1992	Retail drugstore and/or photo shop, in Classes 5 and 42.	Name Rite, L.L.C.	Registered; renewal due 10/13/02.
K-B	Louisiana	501,996 October 13, 1992	Retail drugstore and/or retail photo shop of the superstore classification including and applying classes of merchandise in Classes 5 and 42.	Name Rite, L.L.C.	Registered; renewal due 10/13/02.
KB	Louisiana	361,548 December 15, 1978	Retail merchandise, in Class 42.	Name Rite, L.L.C.	Renewed; next renewal due 12/15/08.
KB	Louisiana	501,997 October 13, 1992	Retail drugstore and/or retail photo shop of the superstore classification including and applying classes of merchandise in Classes 5 and 42.	Name Rite, L.L.C.	Registered; renewal due 10/13/02.

Mark	State	Registration No./Date	Description of Goods/Services	Current Record Owner	Status/Next Action Required
KB	Louisiana	501,998 October 13, 1992	Retail drugstore and/or photo shop of the superstore classification including and applying various classes of merchandise, in Class 42.	Name Rite, L.L.C.	Registered; renewal due 10/13/02.
KB Plus Design	Louisiana	501,991 October 13, 1992	Retail drug store and/or photo shop of the superstore classification including and applying to various merchandise, in Classes 5, 16 and 42.	Name Rite, L.L.C.	Registered; renewal due 10/13/02.

**RITE AID CORPORATION
FEDERAL REGISTRATIONS**

Mark	Registration No./Date	Description of Goods/Services	Current Record Owner	Next Action/Deadline
COMPLI-LINE	Reg. No. 1,987,679 July 16, 1996	Telephone advising and consulting service provided to pharmacy customers to assist them in complying with prescribed medical treatment, in Class 42.	Eagle Managed Care Corp.	Sections 8 & 15 declarations due between 7/16/01 and 7/16/02. Assignment to Name Rite, L.L.C. filed on 2/2/00. Notice of Recordation received 5/10/00; Request for correction of same faxed to Assignment Branch 5/15/00.
EAGLE MANAGED CARE	Reg. No. 2,302,313 December 21, 1999	Claims processing and insurance claims administration of drug programs for third party payors, in Class 36; Distributorship services for third party payors of computer software for management of prescription drug programs, in Class 42.	Eagle Managed Care Corp.	Sections 8 & 15 declarations due between 12/21/04 and 12/21/05. Assignment to Name Rite, L.L.C. filed on 2/2/00. Notice of Recordation received 5/10/00; Request for correction of same faxed to Assignment Branch 5/15/00.

Mark	Registration No./Date	Description of Goods/Services	Current Record Owner	Next Action/Deadline
HARCO TOTAL CARE SICK ROOM SUPPLY SERVICE Plus Design	Reg. No. 1,227,039 February 8, 1981	Distributorship services and rental of sick room supplies and equipment, in Class 42.	Harco Drug Inc.	Renewal due 2/8/01.
1-800-RITE AID	Reg. No. 2,134,953 February 3, 1998	Retail drug store services, in Class 42.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 2/3/03 and 2/3/04.
BEAUTY THE RITE WAY	Reg. No. 2,243,537 May 4, 1999	Newsletters featuring information and tips on the subjects of beauty, cosmetics, skin care and health care, in Class 16; Providing advice related to cosmetics and beauty, in Class 41.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 5/4/04 and 5/4/05.
CANADA'S DOMINION RARE	Reg. No. 749,893 May 21, 1963	Canadian whisky, in Class 33.	Name Rite, L.L.C.	Renewal due 5/21/03.
DUNCAN SINCLAIR	Reg. No. 787,900 April 6, 1965	Scotch whisky, in Class 33.	Name Rite, L.L.C.	Renewal due 4/6/05.
FIRST CLASS PHARMACY Plus Design	Reg. No. 1,837,183 May 17, 1994	Mail order services featuring pharmaceuticals and other pharmacy merchandise, in Class 42.	Name Rite, L.L.C.	Allow to lapse per client's instructions.
FOR YOUR LIFE RITE AID'S GOT IT	Reg. No. 2,115,340 November 25, 1997	Retail drug store services, in Class 42.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 11/25/02 and 11/25/03.
GRAY DRUG	Reg. No. 1,180,634 December 1, 1981	Retail drugstore services, in Class 42.	Name Rite, L.L.C.	Renewal due 12/1/01.
INTELL-RX	Reg. No. 1,782,893 July 20, 1993	Providing management services; namely, prescription drug utilization review, in Class 35.	Name Rite, L.L.C.	Renewal due 7/20/03.

Mark	Registration No./Date	Description of Goods/Services	Current Record Owner	Next Action/Deadline
JALTA (Stylized)	Reg. No. 694,657 March 15, 1960	Vodka, in Class 33.	Name Rite, L.L.C.	Allow to lapse per client's instructions.
K & B Plus Design	Reg. No. 954,207 February 27, 1973	Retail drug store services, in Class 42.	Name Rite, L.L.C.	Renewal due 2/27/03.
K & B Plus Design	Reg. No. 1,165,074 August 11, 1981	Retail drug store services, in Class 42.	Name Rite, L.L.C.	Renewal due 8/11/01.
MAC ALPINE (Stylized)	Reg. No. 695,802 April 5, 1960	Scotch whisky, in Class 33.	Name Rite, L.L.C.	Allow to lapse per client's instructions.
NITE AID	Reg. No. 2,225,533 February 23, 1999	Retail pharmacy and drug store services, in Class 35.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 2/23/04 and 2/23/05.
READY RX	Reg. No. 2,161,704 June 2, 1998	Automated telephone prescription refill services, in Class 42.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 6/2/03 and 6/2/04.
REVELATIONS	Reg. No. 1,809,431 December 7, 1993	Ice cream, in Class 30.	Name Rite, L.L.C.	Renewal due 12/7/03.
RITE ADVICE	Reg. No. 2,161,703 June 2, 1998	Providing personalized information to customers regarding prescription drugs they have purchased, in Class 42.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 6/2/03 and 6/2/04.
RITE AID	Reg. No. 1,280,221 May 29, 1984	Retail drug store services, in Class 42.	Name Rite, L.L.C.	Renewal due 5/29/04.

Mark	Registration No./Date	Description of Goods/Services	Current Record Owner	Next Action/Deadline
RITE AID Plus Design	Reg. No. 875,773 August 26, 1969	Mouthwash, toothpaste, denture cleanser, baby oil, personal deodorant, cream hair rinse, glycerin and rose water, bath oil, hair tonic, pre-electric shave lotion, after-shave lotion, in Class 3; Witch hazel, in Class 5.	Name Rite, L.L.C.	Renewal due 8/26/09.
RITE AID Plus Design	Reg. No. 877,669 September 30, 1969	Iodine; peroxide; alcohol; salt tablets; aspirins; cough syrup, cold tablets and capsules; medicated rubbing compound; soda mint and antacid tablets; mineral oils; rectal suppositories; milk of magnesia; boric acid; powdered alum; camphorated oil; spirits of camphor; spirits of ammonia; peppermint, nitre and turpentine; castor oil; glycerin; medicated cream; and epsom salts, in Class 5	Name Rite, L.L.C.	Renewal due 9/30/09.
RITE AID COSMETICS MONEY BACK GUARANTEE IT'S RISK FREE Plus Design	Reg. No. 2,247,560 May 25, 1999	Retail store services in the field of cosmetics, in Class 35.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 5/25/04 and 5/25/05.
RITE AID INTERNET REFILLS WWW.RITEAID.CO M Plus Design	Reg. No. 2,281,756 September 28, 1999	Retail pharmacy services rendered by means of a global computer network, in Class 42.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 9/28/04 and 9/28/05.
RITE AID IT'S NOT JUST A STORE. IT'S A SOLUTION.	Reg. No. 2,275,996 September 7, 1999	Retail drugstore and pharmacy services, in Class 35.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 9/7/04 and 9/7/05.

Mark	Registration No./Date	Description of Goods/Services	Current Record Owner	Next Action/Deadline
RITE AID REFILLS BY PHONE Plus Design	Reg. No. 2,307,413 January 11, 2000	Providing retail pharmacy services through an interactive tone and/or voice response telephone system, in Class 42.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 1/11/05 and 1/11/06.
RITE AID SINGLE CHECK REBATES Plus Design	Reg. No. 2,216,866 January 12, 1999	Promoting the sales of products of others through an in-house product rebate program for a drug store, in Class 35.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 1/12/04 and 1/12/05.
RITE AID VITAMIN INSTITUTE MAGAZINE	Reg. No. 2,318,513 February 15, 2000	Magazines in the field of health, vitamins and nutrition, in Class 16.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 2/15/05 and 2/15/06.
RITE AID VITAMIN INSTITUTE Plus Design	Reg. No. 2,304,222 December 28, 1999	Vitamins and herbal supplements, in Class 5; retail drug store services and promoting the sales of vitamins and herbal supplements through a product discount program, in Class 35; educational services, namely, conducting classes and seminars in the vitamin and herbal supplement field, in Class 41.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 12/28/04 and 12/28/05.
RITE EXPRESS	Reg. No. 1,866,572 December 6, 1994	Packaging articles for transportation, in Class 39.	Name Rite, L.L.C.	Combined Declaration filed 12/29/99; Non-Final Office Action issued 4/17/00. Response due 12/6/00.

Mark	Registration No./Date	Description of Goods/Services	Current Record Owner	Next Action/Deadline
RITE EXPRESS	Reg. No. 1,924,009 October 3, 1995	Document photocopy and utility bill payment services, in Class 35; Providing money orders; prepaid debit telephone calling card services, in Class 36; Key duplicating services, in Class 37; Facsimile transmission services, in Class 38; Mailbox rental services, in Class 39; Laminating and photographs, cards, and the like, photo film development and photo printing services, in Class 40; Passport portrait photography, in Class 42.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 10/3/00 and 10/3/01.
RITE REWARDS	Reg. No. 2,157,337 May 12, 1998	Promoting the sale of the goods of others through the administration of incentive awards programs, in Class 35.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 5/12/03 and 5/12/04.
RITE TASTE	Reg. No. 2,062,350 May 13, 1997	Pretzels, thin pretzels, stick pretzels, corn and flour based chips, candy, cookies, cakes and pies, popped popcorn, candy-coated popped popcorn, candied nuts, granola-based snack bars and mixes, tortilla chips, and iced tea, in Class 30; Carbonated soft drinks, bottled water, and fruit juices and drinks, in Class 32.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 5/13/02 and 5/13/03.
SCOTT'S GLEN	Reg. No. 720,102 August 15, 1961	Whisky, in Class 33.	Name Rite, L.L.C.	Renewal due 8/15/01.
SENTINEL	Reg. No. 1,932,339 October 31, 1995	Smoker's articles, namely smoking tobacco and snuff, in Class 34.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 10/31/00 and 10/31/01.
SPECIAL OCCASION	Reg. No. 2,223,144 February 16, 1999	Ice cream, sherbet and frozen yogurt, in Class 30.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 2/16/04 and 2/16/05.

Mark	Registration No./Date	Description of Goods/Services	Current Record Owner	Next Action/Deadline
SPORTSMAN (Stylized)	Reg. No. 637,987 December 4, 1956	Fishing tackle and equipment, namely, rods, line, lures, leaders, leader material and hooks, both loose and snelled, in Class 28.	Name Rite, L.L.C.	Renewal due 12/4/06.
THE DIABETES CONNECTION	Reg. No. 2,193,860 October 6, 1998	Consumer health information services in the field of diabetes and providing diabetes screening tests, in Class 42.	Name Rite, L.L.C.	Sections 8 & 15 declarations due between 10/6/03 and 10/6/04.
THRIFTY	Reg. No. 1,813,929 December 28, 1993	Frozen yogurt, frozen dairy dessert, ice cream, sherbet and frozen confections, in Class 30.	Name Rite, L.L.C.	Renewal due 12/28/03.
TRYLON (Stylized)	Reg. No. 697,070 May 3, 1960	Badminton rackets, air mattresses, table tennis sets, table tennis balls, baseball gloves, fishing reels, fish hooks, fish line, snap swivels, fish rods, dry flies, lures, and golf balls, in Class 28.	Name Rite, L.L.C.	Allow to lapse per client's instructions.
YULE RITE	Reg. No. 1,860,176 October 25, 1994	Electrified Christmas tree light bulbs and ornaments, in Class 11; Christmas tree decorations; Christmas tree ornaments and artificial Christmas wreaths, in Class 28.	Name Rite, L.L.C.	Sections 8 & 15 declarations filed 1/24/00, awaiting acceptance. Renewal due 10/25/04.


**PCS HEALTH SYSTEMS, INC.
ACTIVE TRADEMARK/SERVICE MARK REGISTRATIONS**

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
PCS IN FOCUS	2,267,326 August 3, 1999	Newsletters of interest to pharmaceutical manufacturers and health benefit plan providers in the field of drug benefits administration and drug education and usage, in Class 16.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 8/3/04 and 8/3/05.
RX VIEWPOINTS	2,261,625 July 13, 1999	Publications in the field of pharmacotherapeutics, namely, newsletters, in Class 16.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 7/13/04 and 7/13/05.
RX INFORM	2,241,462 April 27, 1999	Delivery of messages by electronic transmission, namely, providing on-line messages to physicians concerning clinical information, drug options and formulary status, in Class 38.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 4/27/04 and 4/27/05.




Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
PCS HEALTH SYSTEMS	2,235,683 March 30, 1999	Health benefit management services, namely, negotiating reductions in and managing costs for over the counter and prescription medications; prescription fulfillment by mail order, in Class 35; Administration of a drug utilization review program for health benefit plan providers, in Class 36; Electronic transmission of prescriptions from physician's offices to pharmacies, in Class 38; Educational services, namely, conducting seminars in the field of behavior modification and disease management, in Class 41; Monitoring utilization of prescribed treatments and tracking of contraindications with respect to drug treatments; providing access to a computer database in the field of researching, evaluating, and reporting prescription drug and drug benefit cost, usage, and trends for health plan sponsors; providing computerized information to healthcare professionals, namely, assembling, researching, evaluating and reporting patient drug history and healthcare background information and maintaining a database relating to such drug and healthcare information; providing on-line network services to physicians and pharmacies to transmit information relating to processing of new prescriptions, prescription refills and prescription information; monitoring medication and prescription activity and treatment programs, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 3/30/04 and 3/30/05.

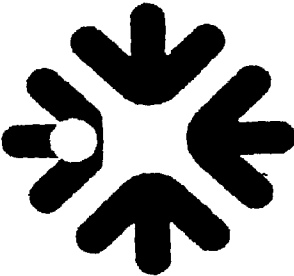
Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
THE RIGHT TRACK Plus Design	2,202,487 November 10, 1998	Health care services, namely, disease management services in the nature of disease assessment, disease management counseling, educating patients on disease management and teaching behavior modification relating to disease management, in Class 42.	PSC Health Systems, Inc. *issued in the incorrect name. Correction pending.	Registered - Declaration of Continued Use due between 11/10/03 and 11/10/04.
THE RIGHT TRACK	2,199,277 October 27, 1998	Publications, namely, binders, pamphlets and newsletters in the field of behavior modification for disease management, in Class 16; Health care services, namely disease management services in the nature of disease assessment, disease management counseling, educating patients on disease management and teaching behavior modification relating to disease management, in Class 42.	PSC Health Systems, Inc. *issued in the incorrect name. Correction pending.	Registered - Declaration of Continued Use due between 10/27/03 and 10/27/04.
BEST PRICE	2,106,066 October 14, 1997	Prescription management in the healthcare field for health benefit plan providers and their members, in Class 35; Administration of prescription drug healthcare plans for health benefit plan providers and their members, in Class 36.	PSC Health Systems, Inc. *issued in the incorrect name. Correction pending.	Registered - Declaration of Continued Use due between 10/14/02 and 10/14/03.
CLINICAL PHARMACY REVIEW	2,180,471 August 11, 1998	Publications in the field of pharmacotherapeutics and formulary guidelines, namely, newsletters, in Class 16.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 8/11/03 and 8/11/04.

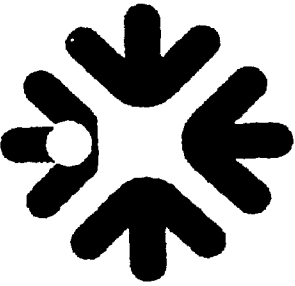
Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
PCS HEALTH SYSTEMS	2,155,042 May 5, 1998	Educational services, namely, conducting courses and workshops for physicians in disease prevention and management and continuing medical education, drug utilization review, patient compliance information, and diagnostic and treatment information; educational services, namely, conducting courses and workshops of patients in disease prevention and management and improving disease awareness and learning self-care skills, in Class 41.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 5/5/03 and 5/5/04.

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
	<p>2,205,196 November 24, 1998</p>	<p>Health benefit management services, namely, negotiating reductions in and managing costs for over the counter and prescription medications, in Class 35; Administration of a drug utilization review program for health benefit plan providers, in Class 36; Electronic transmission of prescriptions from physician's offices to pharmacies, in Class 38; Educational services, namely, conducting seminars in the field of behavior modification and disease management, in Class 41; Monitoring utilization of prescribed treatments and tracking of contraindications with respect to drug treatments; providing access to a computer database in the field of researching, evaluating, and reporting prescription drug and drug benefit cost, usage, and trends for health plan sponsors; providing computerized information to healthcare professionals, namely, assembling, researching, evaluating and reporting patient drug history and healthcare background information and maintaining a database relating to such drug and healthcare information; providing on-line network services to physicians and pharmacies to transmit information relating to processing of new prescriptions, prescription refills and prescription information; monitoring medication and prescription activity and treatment programs; and prescription fulfillment by mail order, in Class 42.</p>	<p>PCS Health Systems, Inc.</p>	<p>Registered - Declaration of Continued Use due between 11/24/03 and 11/24/04.</p>

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
PCS	2,164,099 June 9, 1998	Telecommunications services in the area of healthcare, namely, automated call response telephone system enabling pharmacists and other prescription drug providers to order program supplies and obtain information on customer eligibility, copayments, claims and other program parameters; and providing on-line messages to physicians concerning clinical information, drug options and formulary status, in Class 38.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 6/9/03 and 6/9/04.
PCS HEALTH SYSTEMS	2,155,041 May 5, 1998	Telecommunications services in the area of healthcare, namely, automated call response telephone system enabling pharmacists and other prescription drug providers to order program supplies and obtain information on customer eligibility, copayments, claims and other program parameters; and providing on-line messages to physicians concerning clinical information, drug options and formulary status, in Class 38.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 5/5/03 and 5/5/04.
PCS HEALTH SYSTEMS	2,153,893 April 28, 1998	Computer software for use in the field of medical diagnosis and treatments; video recordings for education of patients in the health care maintenance and disease management, in Class 9.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 4/28/03 and 4/28/04.

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
	2,152,574 April 21, 1998	Computer software for use in the field of medical diagnosis and treatments; video recordings for education of patients in the health care maintenance and disease management, in Class 9.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 4/21/03 and 4/21/04.
PCS 	2,152,573 April 21, 1998	Educational services, namely, conducting courses and workshops for physicians in disease prevention and management and continuing medical education, drug utilization review, patient compliance information, and diagnostic and treatment information; educational services, namely, conducting courses and workshops of patients in disease prevention and management and improving disease awareness and learning self-care skills, in Class 41.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 4/21/03 and 4/21/04.
	2,152,572 April 21, 1998	Telecommunications services in the area of healthcare, namely, automated call response telephone system enabling pharmacists and other prescription drug providers to order program supplies and obtain information on customer eligibility, copayments, claims and other program parameters; and providing on-line messages to physicians concerning clinical information, drug options and formulary status, in Class 38.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 4/21/03 and 4/21/04.

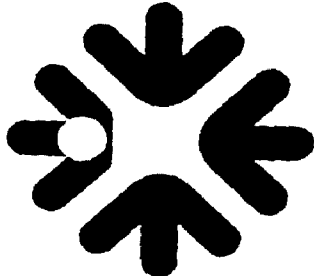
Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
PCS	2,162,139 June 2, 1998	Publications in the field of healthcare maintenance, disease management and clinical pharmaceutical issues, namely, books, booklets, newsletters and brochures; and instructional materials for computer software, in Class 16.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 6/2/03 and 6/2/04.
PCS HEALTH SYSTEMS	2,153,892 April 28, 1998	Publications in the field of healthcare maintenance, disease management and clinical pharmaceutical issues, namely, books, booklets, newsletters and brochures; and instructional materials for computer software, in Class 16.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 4/28/03 and 4/28/04.
	2,152,571 April 21, 1998	Publications in the field of healthcare maintenance, disease management and clinical pharmaceutical issues, namely, books, booklets, newsletters and brochures; and instructional materials for computer software, in Class 16.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 4/21/03 and 4/21/04.

Mark	Reg. No./Reg. Date	Goods/Services	Owner	Status/Comments
	<p>2,155,040 May 5, 1998</p>	<p>Educational services, namely, conducting courses and workshops for physicians in disease prevention and management and continuing medical education, drug utilization review, patient compliance information, and diagnostic and treatment information; educational services namely, conducting courses and workshops of patients in disease prevention and management and improving disease awareness and learning self-care skills, in Class 41.</p>	<p>PCS Health Systems, Inc.</p>	<p>Registered - Declaration of Continued Use due between 5/5/03 and 5/5/04.</p>
<p>PCS</p>	<p>2,160,635 May 26, 1998</p>	<p>Computer software for use in the field of medical diagnosis and treatments; video recordings for education of patients in the health care maintenance and disease management, in Class 9.</p>	<p>PCS Health Systems, Inc.</p>	<p>Registered - Declaration of Continued Use due between 5/26/03 and 5/26/04.</p>

Mark	Reg. No./Reg. Date	Goods/Services	Owner	Status/Comments
PCS	2,187,544 September 8, 1998	<p>Health benefit management services, namely, negotiating reductions in and managing costs for over the counter and prescription medications, in Class 35; Administration of a drug utilization review program for health benefit plan providers, in Class 36; Electronic transmission of prescriptions from physician's offices to pharmacies, in Class 38; Educational services, namely, conducting seminars in the field of behavior modification and disease management, in Class 41; Monitoring utilization of prescribed treatments and tracking of contraindications with respect to drug treatments; providing access to a computer database in the field of researching, evaluating, and reporting prescription drug and drug benefit cost, usage, and trends for health plan sponsors; providing computerized information to healthcare professionals, namely, assembling, researching, evaluating and reporting patient drug history and healthcare background information and maintaining a database relating to such drug and healthcare information; providing on-line network services to physicians and pharmacies to transmit information relating to processing of new prescriptions, prescription refills and prescription information; monitoring medication and prescription activity and treatment programs; and prescription fulfillment by mail order, in Class 42.</p>	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 9/8/03 and 9/8/04.

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
PERFORMANCE SCRIPT	2,208,393 December 8, 1998	Business services, namely, statistical tracking of the distribution and usage of prescription drug samples for pharmaceutical manufacturers, in Class 35.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 12/8/03 and 12/8/04.
PERFORMANCE LAB	2,225,015 February 23, 1999	Administration of clinical laboratory benefits programs and laboratory claims processing services, in Class 36.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 2/23/04 and 2/23/05.
RX REVIEW	2,174,075 July 14, 1998	Providing drug utilization review services, in Class 35.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 7/14/03 and 7/14/04. (Supplemental Register)
RX INQUIRY	2,143,741 March 10, 1998	On-line information management services for healthcare professionals, namely, providing a computer database featuring patient drug history and healthcare background information, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 3/10/03 and 3/10/04. (Supplemental Register)
RX AUTHORIZATION	2,139,873 February 24, 1998	Providing an interactive computer database to physicians and pharmacies featuring information relating to processing of new prescriptions, prescription refills and prescription drug information, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 2/24/03 and 2/24/04. (Supplemental Register)

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
HEALTHY RESULTS	2,112,485 November 11, 1997	Educational services, namely, conducting classes, seminars, workshops and presentations for patients in the field of improving disease awareness and learning self-care skills; and educational services, namely, conducting classes, seminars, workshops and presentations for physicians in the field of continuing medical education, drug utilization review, patient compliance information, and diagnostic and treatment information, in Class 41.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 11/11/02 and 11/11/03.
PCSMailservice (Stylized)	2,110,877 November 4, 1997	Prescription fulfillment by mail order, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 11/4/02 and 11/4/03.
RX COMPLIANCE	2,139,870 February 24, 1998	Providing health information to healthcare professionals relating to monitoring medication and prescription activity and treatment programs, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 2/24/03 and 2/24/04. (Supplemental Register)
PERFORMANCE RX	2,112,484 November 11, 1997	Providing drug utilization review services; and cost management for the health benefit plans of others; management and administration of a drug utilization review program for health benefit plan providers; and researching, evaluating and reporting prescription drug and drug benefit cost, usage and trends for health plan sponsors, in Class 35; Computer services, namely, providing a computer database featuring prescription drug and drug benefit cost, usage and trends for health plan sponsors, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 11/11/02 and 11/11/03.

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
PERFORMANCE HEALTH	2,114,321 November 18, 1997	Educational services, namely, conducting classes, seminars, workshops and presentations for patients and physicians in the field of disease prevention and management, in Class 41; Disease prevention and management services, namely, monitoring the utilization of prescribed treatments and tracking contraindications with respect to drug treatments, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 11/18/02 and 11/18/03.
	2,103,622 October 7, 1997	Providing drug utilization review services, in Class 35; Administration of prescription drug benefit plans, namely, providing reimbursement to pharmacists and other prescription drug providers for drugs dispensed and arranging for payment of prescription costs incurred by beneficiaries of the plan, in Class 36.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 10/7/02 and 10/7/03.
PCS HEALTH SYSTEMS (Stylized)	2,142,337 March 10, 1998	Providing drug utilization review services, in Class 35; Administration of prescription drug benefit plans, namely, providing reimbursement to pharmacists and other prescription drug providers for drugs dispensed and arranging for payment of prescription costs incurred by beneficiaries of the plan, in Class 36.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 3/10/03 and 3/10/04.

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
WE MAKE HEALTH INFORMATION SMARTER	2,158,445 May 19, 1998	Providing drug utilization review services, in Class 35; Administration of prescription drug benefit plans, namely, providing reimbursement to pharmacists and other prescription drug providers for drugs dispensed and arranging for payment of prescription costs incurred by beneficiaries of the plan, in Class 36.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 5/19/03 and 5/19/04.
INFORMATION-DRIVEN HEALTH SOLUTIONS	2,138,060 February 17, 1998	Providing drug utilization review services, in Class 35; Administration of prescription drug benefit plans, namely, providing reimbursement to pharmacists and other prescription drug providers for drugs dispensed and arranging for payment of prescription costs incurred by beneficiaries of the plan, in Class 36.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 2/17/03 and 2/17/04. (Supplemental Register)
RECAP PLUS	2,150,347 April 14, 1998	Computer instructional manuals in the field of prescription drug and health care management and administration, in Class 16; Prescription management and administrative services in the area of healthcare for health benefit plan providers, in Class 35; Administration of prescription drug health care plans for health benefit plan providers, in Class 36; Providing on-line information management services to healthcare professionals relating to prescription processing and drug treatment, and maintaining a database relation to such drug and healthcare information, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 4/14/03 and 4/14/04.

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
PERFORMANCE MAIL	2,170,148 June 30, 1998	Supplying prescription drugs to health plan participants via mail order, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 6/30/03 and 6/30/04.
RECAP	1,838,098 May 31, 1994	Cost management for the health benefit plans of others, in Class 35.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 5/31/99 and 5/31/00.
RE:SOLVE	1,957,150 February 20, 1996	PC-based software providing access to an on-line database for the purpose of monitoring prescription drug costs, usage, and overall trends, in Class 9.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 2/20/01 and 2/20/02.
RE:SOLVE	1,890,282 April 18, 1995	Maintaining a database of, and researching, evaluating and reporting prescription drug and drug benefit cost, usage, and trends for health plan sponsors, in Class 42.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 4/18/00 and 4/18/01.
PCS CLIENT CONNECTION	1,852,590 September 6, 1994	Provision of information regarding eligibility and claims to prescription drug plan sponsors utilizing an automated call response system, in Class 36.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 9/6/99 and 9/6/00.
MANAGED ACCESS	1,804,705 November 16, 1993	Cost management for the health benefit plans of others, in Class 35; Administration of prescription drug health benefit plans, in Class 36.	PCS Health Systems, Inc.	Registered - Combined Declaration accepted and acknowledged; Renewal due 11/16/03.
RECAP	1,837,022 May 17, 1994	Administration of prescription drug health benefit plans, in Class 36.	PCS Health Systems, Inc.	Registered - Declaration of Continued Use due between 5/17/99 and 5/17/00.

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
RECAP	1,804,704 November 16, 1993	Providing drug utilization review services, in Class 35.	PCS Health Systems, Inc.	Registered - Combined Declaration accepted and acknowledged; Renewal due 11/16/03.
PCS SELECT	1,731,618 November 10, 1992	Administration of prescription drug health benefit plans; namely, providing reimbursement to pharmacists for drugs dispensed, in Class 36.	PCS Health Systems, Inc.	Registration cancelled due to failure to file a Declaration of Continued Use.
QUANTUM PLUS	1,750,622 February 2, 1993	Management and administration of a drug utilization review program for health benefit plan providers, in Class 42.	PCS Health Systems, Inc.	Registration cancelled due to failure to file a Declaration of Continued Use.
PCS Plus Design	1,674,476 February 4, 1992	Providing drug utilization review services, in Class 35; Administering prescription drug health benefit plans, in Class 36.	PCS Health Systems, Inc.	Registered - Combined Declaration accepted and acknowledged. Renewal is due 2/4/02.
DIRECTCONNECT	1,718,686 September 22, 1992	Administration of prescription drug benefit plans via telephone, in Class 36; Telecommunications services; namely, automated call response telephone system enabling pharmacists and other prescription drug providers to order program supplies and obtain information on customer eligibility, copayments, claims and other program parameters, in Class 38.	PCS Health Systems, Inc.	Registration cancelled due to failure to file a Declaration of Continued Use.

Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
QUANTUM ALERT	1,744,783 January 5, 1993	Administering prescription drug health benefit plans; namely, analysis of drug utilization data of patients receiving drug therapy, in Class 36.	PCS Health Systems, Inc.	Registered - Combined Declaration accepted and acknowledged. Renewal is due 1/5/03.
PCS	1,627,521 December 11, 1990	Providing drug utilization review services, in Class 35; Administering prescription drug health benefit plans, in Class 36.	PCS Health Systems, Inc.	Registered - Combined Declaration accepted and acknowledged. Renewal is due 12/11/00.
ALPHA-GRAM	1,233,556 April 5, 1983	Newsletters directed to pharmaceutical houses, in Class 16.	PCS Health Systems, Inc.	Registered - Combined Declaration accepted and acknowledged. Renewal is due 4/5/03.
PCS Plus Design	939,160 July 25, 1972	Administering health benefit plans - namely, arranging for payment of prescription costs incurred by beneficiaries of the plan, in Class 36.	PCS Health Systems, Inc.	Renewed - Next renewal is due 7/25/02.

**PCS HEALTH SYSTEMS, INC.
ACTIVE TRADEMARK/SERVICE MARK APPLICATIONS**

Mark	Appl. No. Filing Date	Goods / Services	Record Owner	Status / Comments
PCS FASTFILL	75/741,313 June 22, 1999	Prescription drug fulfillment services, namely an interactive voice response and online fulfillment services, in Class 42.	PCS Health Systems, Inc.	Application will publish 7/11/00.
PCSRX	75/741,314 June 22, 1999	Information services offered via a global information computer in the pharmaceutical, insurance, medical and health care fields, in Class 42.	PCS Health Systems, Inc.	Application published for opposition on 12/28/99; Notice of Allowance issued 3/21/00; forwarded to client 4/18/00; Statement of Use or First Request for Extension of Time due 9/21/00.
PCSRX.COM	75/741,322 June 22, 1999	Information services offered via a global information computer in the pharmaceutical, insurance, medical and health care fields, in Class 42.	PCS Health Systems, Inc.	Application will publish 6/27/00.
POSITIVE ACTION. POSITIVE RESULTS.	75/741,318 June 22, 1999	Drug utilization services, namely assessing and meeting client pharmacy benefit management goals, in Class 35.	PCS Health Systems, Inc.	Notice of Allowance issued 6/13/00

Mark	Appl. No. Filing Date	Goods / Services	Record Owner	Status / Comments
Process Design	75/741,321 June 22, 1999	Drug utilization review services, namely assessing and meeting client pharmacy benefit management goals, in Class 35.	PCS Health Systems, Inc.	Application published for opposition on 12/28/99; Notice of Allowance issued 3/21/00 forwarded to client 4/18/00; Statement of Use or First Request for Extension of Time to File a Statement of Use due 9/21/00.
PROCESS:4	75/741,316 June 22, 1999	Drug utilization review services, namely assessing and meeting client pharmacy benefit management goals, in Class 35.	PCS Health Systems, Inc.	Application approved for publication; mark will publish for opposition 5/30/00.
EXECUTIVE INSIGHT	75/741,317 June 22, 1999	Drug utilization review services, namely assessing and meeting client pharmacy benefit management goals for executives, in Class 35.	PCS Health Systems, Inc.	Application published for opposition purposes on 4/4/00; copy of mark as published forwarded to client 4/13/00.
APPLIED PRESCRIPTION RESEARCH	75/631,483 February 1, 1999	Outcomes research services and data analysis and compilation services for pharmaceutical manufacturer and others, in Class 42.	PCS Health Systems, Inc.	Allowing application to abandon per client's instructions.
PCS ADVISOR	75/579,948 October 30, 1998	Newsletter pertaining to pharmacotherapeutics, disease management, clinical pharmaceutical issues, drug benefit administration, legal regulations in the drug benefits field, healthcare maintenance, and formulary guidelines, in Class 16.	PCS Health Systems, Inc.	Statement of Use Accepted 6/2/00; will register in due course.

Mark	Appl. No. Filing Date	Goods / Services	Record Owner	Status / Comments
PCS ADVISOR UPDATE	75/579,671 October 30, 1998	Newsletters pertaining to pharmaceutical management, clinical pharmaceutical issues, drug benefits administration, legal regulations in the drug benefits field, healthcare maintenance, and formulary guidelines via facsimile transmission, in Class 16.	PCS Health Systems, Inc.	Notice of Allowance issued 4/4/00 forwarded to client 4/18/00; Statement of Use or First Request for Extension of Time to File Statement of Use due 10/4/00.
PATIENT- CENTERED HEALTH MANAGEMENT	75/578,278 October 26, 1998	Newsletters pertaining to disease management, in Class 16; Patient education programs for improving disease awareness and learning self-care skills; and physician education programs, namely providing continuing medical education, drug utilization review, patient compliance information, and diagnostic and treatment information, in Class 41.	PCS Health Systems, Inc.	Allowing application to abandon per client's instructions.
PERFORMANCE OTC	75/569,929 October 14, 1998	Health benefits management services for health benefits providers, namely, direct-to-patient mailings which provide information on symptoms of common conditions, coupons and special offers for appropriate over the counter medications, and physician mailings with patient-specific information on over the counter medications, in Class 35.	PCS Health Systems, Inc.	Abandoned - Notice of Abandonment forwarded to client 4/18/00.

Mark	Appl. No. Filing Date	Goods / Services	Record Owner	Status / Comments
DTC TRACKER	75/486,230 May 15, 1998	Advertising and business services in the field of gauging the effectiveness of advertising directly to consumers by pharmaceutical manufacturers, in Class 35.	PCS Health Systems, Inc.	Application published for opposition 10/19/99; no oppositions filed; Notice of Allowance issued 1/11/00; Statement of Use and Protective Extension Request forwarded to client 3/16/00; SOU or Extension must be filed by 7/11/00.
DTC TRACKERX	75/463,035 April 6, 1998	Advertising and business services, namely, gauging the effectiveness of advertising directly to consumers by pharmaceutical manufacturers, in Class 35.	PCS Health Systems, Inc.	Abandoned - Notice of Abandonment forwarded to client 4/18/00.
DIFFERENTIAL RX	75/326,313 July 16, 1997	Prescription benefit plan administration, specifically a program for developing and administering various prescription drug reimbursement rates with pharmacies, in Class 36.	PCS Health Systems, Inc.	Abandoned - Notice of Abandonment forwarded to client 4/18/00.
HEALTH EXTRA	75/141,418 July 29, 1996	Newsletters pertaining to disease management, in Class 16.	PCS Health Systems, Inc.	Allowed to abandon per client's instructions.
RE:SOLVE	74/685,334 June 6, 1995	Insurance claims processing and evaluation, namely medical, dental, vision, hospital, vision laboratory and drug benefit claims processing services and associated claims evaluation, in Class 36.	PCS Health Systems, Inc.	Abandoned. Notice of Abandonment dated 4/13/99.

**RITE AID CORPORATION
PENDING FEDERAL APPLICATIONS**

Mark	Serial No./ Filing Date/ Basis	Description of Goods/Services	Current Record Owner	Next Action/ Deadline
1-888-RITE AID	Ser. No. 75/089,677 April 17, 1996 Intent-to-Use	Retail drug store services, in Class 42.	Rite Aid Corporation	Application allowed to abandon per client's instructions.
CRYSTAL LAKE	Ser. No. 75/478,737 May 4, 1998 Intent-to-Use	Bottled water, in Class 32.	Name Rite, L.L.C.	Per TRAM, final review prior to registration completed.
FLEXACIN	Ser. No. 76/004,058 March 17, 2000 Intent-to-Use	Nutritional supplements for promoting bone and joint health, in Class 5.	Name Rite, L.L.C.	Awaiting PTO examination.
GOOD HEALTH SOLUTIONS Plus Design	Ser. No. 75/900,874 January 20, 2000 Intent-to-Use	Providing health information services in the fields of self-care, nutrition, wellness and disease prevention; and providing health care services, namely health and nutritional diagnostic tests, in Class 42.	Name Rite, L.L.C.	Awaiting PTO examination.
LIFE CHECK	Ser. No. 75/306,055 June 10, 1997 Intent-to-Use	Pharmacy services, namely, monitoring drug interaction, in Class 42.	Rite Aid Corporation	Approved for publication by Examiner 6/17/00
OUTDOOR CHEF	Ser. No. 75/281,146 April 25, 1997 Intent-to-Use	Barbecue grills and hibachis, in Class 11; Barbecue utensils, grill covers and grill cleaning brushes, in Class 21; Matches, in Class 34. Client instructed that we drop the Class 34 goods.	Rite Aid Corporation	Per TRAM, final review prior to registration completed.

Mark	Serial No./ Filing Date/ Basis	Description of Goods/Services	Current Record Owner	Next Action/ Deadline
OUTDOOR COMFORT	Ser. No. 75/281,147 April 25, 1997 Intent-to-Use	Sunglass safety cords, in Class 9; Carry-all bags, lunch totes, beach umbrellas, hip packs, and water bottle holders; in Class 18; Deck and patio furniture, in Class 20; Ice bucket sets and insulated cooler bags, in Class 21. Client instructed that we drop the Class 9 and 21 goods.	Rite Aid Corporation	Registered 5/23/200 under reg. no. 2,352,244.
OWNER'S CHOICE	Ser. No. 75/399,427 December 3, 1997 Intent-to-Use	Pet care and grooming products, in Class 3; Pet supplies - namely, leashes, collars and harnesses, chews for dogs and cats, cat scratching posts and pet cushions, in Class 18; Portable beds and playhouses for pets, in Class 20; Pet bowls, feeding dishes and other containers, brushes, litter boxes and scoops, in Class 21; Pet clothing, in Class 25; Pet toys, in Class 28; Pet foods, biscuits, treat and litter, in Class 31. Client instructed that we drop the Class 3, 18, 20, 21 and 25 goods.	Rite Aid Corporation	Registered 6/13/00 under Reg. No. 2,358,179.
PERFECT PAIRS	Ser. No. 75/425,397 January 29, 1998 Intent-to-Use	Coupons for retail cosmetics and beauty products, in Class 16; Promoting the sale of cosmetics and beauty products of others through the use of a coupon, discounts, and/or rebate program, in Class 35; Providing discounts and/or rebates on the purchase of cosmetics and beauty products of others through the use of a promotional program featuring combinations of specifically identified complementary products, in Class 36.	Rite Aid Corporation	Notice of Allowance issued 8/3/99; Statement of Use filed 1/12/00. Office Action issued 3/30/00, response due 9/30/00.

Mark	Serial No./ Filing Date/ Basis	Description of Goods/Services	Current Record Owner	Next Action/ Deadline
PHOTO RITE	Ser. No. 75/426,074 January 30, 1998 Intent-to-Use	Retail drug store services, namely a section in a retail drug store featuring photographic supplies and accessories, in Class 35; Photographic processing services, namely photo finishing, photographic printing and photographic enlarging services, in Class 40.	Rite Aid Corporation	Registered 5/23/00 under Reg. No. 2,352,455.
PROMPTSCRIPT	Ser. No. 75/547,199 September 3, 1998 Intent-to-Use	Pharmacy services, in Class 42.	Name Rite, L.L.C.	Extension of Time to Oppose filed by AutoMed Technologies, Inc.
PURE SPRING	Ser. No. 75/514,287 July 7, 1998 Intent-to-Use	Bubble bath, bath gel, bath oil, bath powder, non-medicated bath salts, body cream, body oil, body powder, deodorant soap, skin moisturizer, shaving balm, after-shave lotions, hand, facial and body lotion, shower gels, body shampoos, and facial conditioner gels, in Class 3.	Name Rite, L.L.C.	Application suspended pending outcome of Ser. No. 75/502,249.
QUICKFILL	Ser. No. 75/547,599 September 3, 1998 Intent-to-Use	Pharmacy services, in Class 42.	Name Rite, L.L.C.	Extension of Time to Oppose filed by AutoMed Technologies, Inc.
RAPIDSCRIPT	Ser. No. 75/541,962 August 24, 1998 Intent-to-Use	Pharmacy services, in Class 42.	Name Rite, L.L.C.	Extension of Time to Oppose filed by AutoMed Technologies, Inc.

Mark	Serial No./ Filing Date/ Basis	Description of Goods/Services	Current Record Owner	Next Action/ Deadline
RITE AID 10 MINUTE PRESCRIPTIONS Plus Design	Ser. No. 75/524,961 July 24, 1998 Intent-to-Use	Pharmacy services, in Class 42.	Rite Aid Corporation	Notice of Allowance issued 11/30/99; Statement of Use filed 1/24/00. Office Action issued 3/29/00, response due 9/29/00 .
;RITE AID GARANTIA DE DEVOLUCION DE TU DINERO EN COSMETICOS SIN RIESGO! Plus Design	Ser. No. 75/773,941 August 12, 1999	Retail store services in the field of cosmetics, in Class 35.	Name Rite, L.L.C.	Will publish 6/27/2000.
RITE AID GARDEN RITE	Ser. No. 75/373,987 October 16, 1997 Intent-to-Use	Lawn and garden chemicals, namely, pesticides and herbicides for domestic use, in Class 5.	Rite Aid Corporation	Per client's instructions allowed to abandon.
RITE AID GARDEN RITE	Ser. No. 75/979,226 October 16, 1997	Fertilizer for domestic use and potting soil, in Class 1; Live flowers, live trees, live shrubs, living vegetable plants, flower bulbs, top soil, mulch and seeds for plants and flowers, in Class 31.	Rite Aid Corporation	Per TRAM, Statement of Use accepted by Examiner; application will register in due course.

Mark	Serial No./ Filing Date/ Basis	Description of Goods/Services	Current Record Owner	Next Action/ Deadline
RITE AID PHARMACY CONNECTION Plus Design	Ser. No. 75/633,736 February 4, 1999 Intent-to-Use	Retail pharmacy services, namely, enabling customers to fill or refill prescription orders electronically via a remote kiosk, in Class 42.	Name Rite, L.L.C.	Application will publish for opposition purposes 5/30/00.
RITE AID PRESCRIPTION CONNECTION Plus Design	Ser. No. 75/633,735 February 4, 1999 Intent-to-Use	Retail pharmacy services, namely, enabling physicians to remotely transmit prescription orders via a global computer network, in Class 42.	Name Rite, L.L.C.	Application will publish for opposition purposes 5/30/00.
RITE NOW RX	Ser. No. 75/547,598 September 3, 1998 Intent-to-Use	Pharmacy services, in Class 42.	Name Rite, L.L.C.	Allow to abandon per client's instructions.
SCRIPT-10	Ser. No. 75/547,198 September 3, 1998 Intent-to-Use	Pharmacy services, in Class 42.	Name Rite, L.L.C.	Allow to abandon per client's instructions.
SCRIPTFAST	Ser. No. 75/547,197 September 3, 1998 Intent-to-Use	Pharmacy services, in Class 42.	Name Rite, L.L.C.	Extension of Time to Oppose filed by AutoMed Technologies, Inc.
SWIFTSCRIPT	Ser. No. 75/547,802 September 3, 1998 Intent-to-Use	Pharmacy services, in Class 42.	Name Rite, L.L.C.	Extension of Time to Oppose filed by AutoMed Technologies, Inc.

Mark	Serial No./ Filing Date/ Basis	Description of Goods/Services	Current Record Owner	Next Action/ Deadline
THE BIG FIZZ	Ser. No. 75/808,596 September 23, 1999 Intent-to-Use	Fruit flavored soft drinks, in Class 32.	Name Rite, L.L.C.	Published for opposition 3/28/00; Copy of mark as published forwarded to client 4/18/00; opposition period ended 4/27/00. Notice of Allowance should issue in due course.

Pending Actions

1. Potential Opposition by Automed Technologies Inc. Against Rite Aid RAPID SCRIPT Application

Name Rite, L.L.C. currently holds a pending application for the federal registration of the marks RAPIDSCRIPT (Ser. No. 75/541,962), PROMPTSCRIPT (Ser. No. 75/547,199), QUICKFILL (Ser. No. 75/547,599), SCRIPTFAST (Ser. No. 75/547,149) and SWIFTSCRIPT (Ser. No. 75/547,802), all for use in connection with pharmacy services. PCS Health Systems, Inc. ("PCS") currently holds a pending application for the mark PCS FASTFILL (75/741,313) for use in connection with online prescription drug fulfillment services. Beginning in July 1999, Automed Technologies Inc. ("Automed") filed with the Trademark Trial and Appeal Board ("TTAB") of the United States Patent and Trademark Office ("PTO") a series of extensions of time to oppose the registration of the marks held by Name Rite, L.L.C. These extensions are current through the present time.

In November 1999, Rite Aid counsel was contacted by counsel for Automed, who proposed that Rite Aid, PCS and Automed agree to continue to use their respective marks in connection with their respective services without objection by the others, and that none enter into the markets of the others using a similar mark. Rite Aid, PCS and Automed have agreed in principal to the terms unde which this matter may be resolved, and the parties are currently finalizing a written Settlement Agreement to dispose of this matter. Resolution is anticipated.

2. Opposition Proceeding Before TTAB Regarding LIFECHEK Trade-mark (No. 110,539)

On June 10, 1997, Rite Aid filed an intent-to-use application with the PTO for federal registration of the LIFE CHECK mark for use in connection with the "pharmacy services, namely, monitoring drug interaction" in Class 42 (75/306,055). At the time this application was filed, Rite Aid's former trademark counsel was unaware that on April 11, 1997, another entity, MOI Corp. of Pittsburg, PA, had filed an intent-to-us application for the registration of LIFECHEK for use in connection with "computer hardware and software for monitoring prescription drug compliance" in Class 9, and "medical devices, namely, calorie sensors and heart rate monitors" in

Class 10. MOI Corp.'s application to register LIFE CHEK was cited by the PTO as an obstacle to Rite Aid's registration of the LIFE CHECK mark.

On May 20, 1998, Rite Aid filed a Notice of Opposition against hat MOI Corp. application to register the LIFE CHEK mark. In March 2000, the parties executed a Settlement Agreement resolving this matter. The Opposition proceeding is currently suspended, and will be terminated pending completion of the parties' respective obligations under the Settlement Agreement.

CASH MANAGEMENT SYSTEM

SECTION 1. *Accounts.* (a) Each Grantor shall cause:

(i) each Blocked Account Bank to execute and deliver a Blocked Account Agreement in respect of each Blocked Account by the Closing Date;

(ii) each Lockbox Account Bank to execute and deliver a Lockbox Account Agreement in respect of each Lockbox Account by the Closing Date;

(iii) each Government Lockbox Account Bank to execute and deliver an Government Lockbox Account Agreement in respect of each Government Lockbox Account by the Closing Date; and

(iv) each Concentration Account Bank to execute and deliver a Concentration Account Agreement in respect of the Concentration Account by the Closing Date.

(b) (i) On each Business Day, each Grantor will transfer, directly or indirectly substantially all of the funds credited to each of its depository accounts in same day funds, to a Blocked Account (including during a Cash Sweep Period) in accordance with its customary business practice.

(ii) Funds from PCS and its Subsidiaries shall, at all times, be deposited in a segregated Blocked Account(s).

(c) Each Grantor shall cause all payments in the Government Lockbox Account to be deposited into the Lockbox Account as promptly as possible and in any event no later than the Business Day on which such payments become available in the Government Lockbox Account (including during a Cash Sweep Period).

(d) Each Cash Management Account is, and shall remain, under the sole dominion and control of the Senior Collateral Agent. Each Grantor acknowledges and agrees that:

(i) during a Cash Sweep Period such Grantor has no right of withdrawal from any Cash Management Account except that:

(A) the relevant Grantors shall be permitted to instruct any Blocked Account Bank to transfer all amounts deposited in or credited to any Blocked Account to the Concentration Account in accordance with the applicable Blocked Account Agreement, and

(B) the relevant Grantor shall be permitted to instruct the Concentration Account Bank to transfer all amounts deposited in or credited to the Concentration Account in accordance with the Concentration Account Agreement;

(ii) the funds on deposit in the Cash Management Accounts shall continue to be collateral security for all of the Senior Obligations.

(e) Prior to the delivery of a Cash Sweep Notice, the Grantor is free to withdraw funds on deposit in or credited to the Blocked Accounts and the Concentration Account in such amounts and with such frequency as the Grantor may from time to time determine, without notice to or consent from the Senior Collateral Agent.

SECTION 2. *Cash Sweep.* (a) The Senior Collateral Agent, shall immediately be entitled to deliver Cash Sweep Notices upon the conditions specified in Section 9.11(a) in the Senior Credit Facility.

(b) Upon delivery of:

(i) a Blocked Account Cash Sweep Notice from the Senior Collateral Agent, the balance of each Blocked Account shall be forwarded to the Concentration Account, each Business Day or the next Business Day (as permitted by the applicable Blocked Account Agreement), in same day funds, for so long as such Blocked Account Cash Sweep Notice shall be in effect; *provided, however,* upon the occurrence of a Triggering Event (as defined in the Collateral Trust and Intercreditor Agreement), at the Senior Collateral Agent's option, the balance of each Blocked Account which holds funds from PCS and its Subsidiaries shall be forwarded to a segregated Citibank Concentration Account each Business Day or the next Business Day (as permitted by the applicable Blocked Account Agreement) in same day funds, for so long as such Blocked Account Cash Sweep Notice shall be in effect; and

(ii) a Concentration Account Cash Sweep Notice from the Senior Collateral Agent, the balance of the Concentration Account shall be forwarded to a Citibank Concentration Account, each Business Day (or the next Business Day (as permitted by the Concentration Account Agreement)), in same day funds, for so long as such Concentration Account Cash Sweep Notice shall be in effect.

(c) On each Business Day during a Cash Sweep Period, the Senior Collateral Agent shall use funds on deposit in any Citibank Concentration Account as follows:

(i) after the occurrence of a Triggering Event, in accordance with the provisions of Section 4.01(b) or (c) of the Collateral Trust and Intercreditor Agreement, as applicable; and

(ii) at any other time, *first*, to repay the Revolving Credit Borrowings (without any reduction of the Commitments) and *second*, to be deposited into the Cash Sweep Cash Collateral Account for the benefit of the Senior Secured Parties, as collateral for the payment and performance of the Senior Obligations. The Senior Collateral Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the Cash Sweep Cash Collateral Account. Deposits in the Cash Sweep Cash Collateral Account shall be invested in Temporary Cash Investments, to be selected by the Senior Collateral Agent in its sole discretion, and interest earned on such deposits shall be deposited in such account as additional collateral for the payment and performance of the Senior Obligations. Interest or profits, if any, on such investments shall accumulate in such account. Upon termination of any Cash Sweep Period, funds in the Cash Sweep Cash Collateral Account shall be released to the Concentration Account within three Business Days after the end of such Cash Sweep Period.

(d) The Senior Collateral Agent shall be required to automatically rescind any Cash Sweep Notice upon the conditions specified in Section 9.11(b) of the Senior Credit Facility.

(e) The Senior Collateral Agent reserves the right to send as many Cash Sweep Notices to the extent that it is entitled to do so under paragraph (a) of this Section 2.

SECTION 3. *Collections.* (a) Each Grantor agrees to notify and direct promptly

(i) subject to paragraph (ii) below, each Account Debtor and every other Person obligated to make payments to any Blocked Account or Deposit Account, as applicable, to make all such payments to such Blocked Account or Deposit Account, as applicable. Each Grantor shall use all commercially reasonable efforts to cause each Account Debtor and every other person identified in the preceding sentence to make all payments owing to any Grantor to a Blocked Account or Deposit Account, as applicable; and

(ii) each Account Debtor which is a Governmental Entity (and only such Account Debtors) to make all payments owing to any Grantor to the Government Lockbox Account.

(b) In the event that any Grantor directly receives any remittances or payments on Accounts Receivable or any other obligation, notwithstanding the arrangements for payment directly into the Blocked Accounts or the Deposit Accounts, such remittances and payments shall be held in trust for the benefit of the Senior Collateral Agent and the other Senior Secured Parties and shall be segregated from other funds of such Grantor,

subject to the Lien granted by the Senior Subsidiary Security Agreement, and such Grantor shall cause such remittances and payments to be deposited into the applicable Blocked Account or Deposit Account as soon as practicable after such Grantor's receipt thereof.

SECTION 4. *Accounts.* (a) The following are the Blocked Accounts:

Blocked Account Bank	Account Numbers
Bank of America	3750909869
Bank of America	1233625317
Bank of America	1233829710
PNC Bank	8612489237
PNC Bank	8550419961
US Bank	153607068225
Bank One	1134843
Fleet Bank	9415842956
Union Bank of CA	1870024297
First Union National Bank	2000611234904
Harris Bank	3931276

(b) The following are the Deposit Accounts:

Account Holder	Account Details
Mellon Bank	0693636
Mellon Bank	1037294

(c) The following is the Concentration Account:

Account Holder	Account Details
The Chase Manhattan Bank	9102750222

[FORM OF]
BLOCKED ACCOUNT AGREEMENT

[Date]

[Blocked Account Bank]
[address]

Ladies and Gentlemen:

Reference is made to (a) account no. [] maintained with you (the "*Blocked Account Bank*") by [] (the "*Grantor*") into which funds are deposited from time to time (the "*Blocked Account*") and (b) the Senior Subsidiary Security Agreement dated as of June 12, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Senior Subsidiary Security Agreement*"), among the Subsidiary Guarantors (such term and each other capitalized term used but not defined herein having the meaning assigned to such term in the Senior Subsidiary Security Agreement, including the Definitions Annex and Senior Credit Facility referred to therein) and the Senior Collateral Agent.

Pursuant to the Senior Subsidiary Security Agreement, the Grantor has granted to the Senior Collateral Agent, for the benefit of the Senior Secured Parties, a perfected security interest in certain property of the Grantor, including, the Blocked Account.

The Grantor hereby transfers to the Senior Collateral Agent exclusive ownership and control of, and all of its right, title and interest in and to, the Blocked Account and all funds and other property on deposit therein. By executing this Blocked Account Agreement, the Blocked Account Bank acknowledges that the Senior Collateral Agent now has exclusive ownership and control of the Blocked Account, that all funds in the Blocked Account shall be transferred to the Senior Collateral Agent as provided herein, that the Blocked Account is being maintained by the Blocked Account Bank for the benefit of the Senior Collateral Agent and that all amounts and other property therein are held by the Blocked Account Bank as custodian for the Senior Collateral Agent.

Except as provided in paragraphs (e), (f) and (l) below, the Blocked Account shall not be subject to deduction, setoff, banker's lien, counterclaim, defense, recoupment or any other right in favor of any person or entity other than the Senior Collateral Agent. By executing this Blocked Account Agreement the Blocked Account Bank also acknowledges that, as of the date hereof, the Blocked Account Bank has received no notice of any other pledge or assignment of the Blocked Account and the Blocked Account Bank agrees with the Senior Collateral Agent as follows:

(a) Notwithstanding anything to the contrary or any other agreement relating to the Blocked Account, the Blocked Account is and will be maintained for the benefit of the Senior Collateral Agent, will be entitled "*Citicorp USA, Inc. as Senior Collateral Agent under the Senior Subsidiary Agreement dated as of May [], 2000 Account*" and will be subject to written instructions only from an authorized officer of the Senior Collateral Agent (except as expressly provided otherwise herein).

(b) The Blocked Account Bank agrees to give the Senior Collateral Agent prompt notice if the Blocked Account shall become subject to any writ, judgment, warrant of attachment, execution or similar process.

(c) [A post office box (the "*Lockbox*") has been rented in the name of the Grantor at the [] post office and the address to be used for such Lockbox is:

[Insert address]

The Blocked Account Bank's authorized representatives will have access to the Lockbox under the authority given by the Grantor to the post office and will make regular pick-ups from the Lockbox timed to gain maximum benefit of early presentation and availability of funds. The Blocked Account Bank will endorse process all checks received in the Lockbox and deposit such checks (to the extent eligible) in the Blocked Account in accordance with the procedures set forth below .]

(d) The Blocked Account Bank will follow your its operating procedures for the handling of any [checks received from the Lockbox] or other remittance received in the Blocked Account that contains restrictive endorsements, irregularities (such as a variance between the written and numerical amounts), undated or postdated items, missing signatures, incorrect payees and the like.

(e) The Blocked Account Bank will endorse and process all eligible checks and other remittance items not covered by paragraph (d) and deposit such checks and remittance items in the Blocked Account.

(f) The Blocked Account Bank will mail all checks returned unpaid because of uncollected or insufficient funds under appropriate advice to the Grantor (with a copy of the notification of return to the Senior Collateral Agent). The Blocked Account Bank may charge the Blocked Account for the amounts of any returned check that has been previously credited to the Blocked Account. To the extent insufficient funds remain in the Blocked Account to cover any such returned check, the Grantor shall indemnify the Blocked Account Bank for the uncollected amount of such returned check upon your demand.

(g) The Blocked Account Bank will maintain a record of all checks and other remittance items received in the Blocked Account on a daily basis and, in addition to providing the Grantor with photostatic copies thereof, vouchers, enclosures and the like of such checks and remittance items, furnish to the Senior Collateral Agent a monthly statement setting forth the amounts deposited in and withdrawn from the Blocked Account and shall furnish such other information relating to the Blocked Account at such times as shall be reasonably requested by the Senior Collateral Agent to: Citicorp USA, Inc., as Senior Collateral Agent, [], Attention: [], with a copy to the Grantor.

(h) Prior to the delivery of a written notice in the form of Exhibit A hereto (the "*Blocked Account Cash Sweep Notice*"), the Grantor is free to withdraw funds from the Blocked Account in such amounts and with such frequency as the Grantor may from time to time determine, without notice to or consent from the Senior Collateral Agent.

(i) From and after delivery to the Blocked Account Bank of a Blocked Account Cash Sweep Notice and until the Blocked Account Bank is notified in writing by the Senior Collateral Agent that the Blocked Account Cash Sweep Notice is no longer in effect (a "*Blocked Account Cash Sweep Period*"), the Grantor will have no control over the use of, or any right to withdraw any amount from, to draw upon, or to otherwise exercise any power with respect to the Blocked Account, except that the Grantor shall be permitted to instruct the Blocked Account Bank only with respect to the transfer of funds from the Blocked Account to the Concentration Account in accordance with paragraph (k) below.

(j) During a Blocked Account Cash Sweep Period, the Blocked Account Bank shall transfer, in same day funds, on each Business Day, all funds, if any on deposit, or otherwise to the credit of, the Blocked Account to the account listed below (the "*Concentration Account*"), *provided* that funds on deposit that are subject to collection may be transmitted promptly upon collection:

ABA Number:

[name and address of Grantor's bank]

Account Name:

Concentration Account

Account Number:

Reference:

Attn:

or to such other account as the Senior Collateral Agent may from time to time, or at any time, designate in writing.

(k) During a Blocked Account Cash Sweep Period, (i) the Grantor shall provide written instructions to the Blocked Account Bank on each Business Day to transfer all funds on deposit in, or otherwise credited to, the Blocked Account to the Concentration Account; (ii) to the extent there are any available balances in the Blocked Account at the end of any Business Day which have not been transferred pursuant to clause (i) of this paragraph, the Grantor shall provide, on the next Business Day, written instructions for the transfer of such available balances from the Blocked Account to the Concentration Account; and (iii) if the Grantor does not provide the written instructions pursuant to clause (ii) of this paragraph, the Blocked Account Bank shall automatically initiate such transfer described in clause (ii) of this paragraph and all other transfers from the Blocked Account to the Concentration Bank without further direction from the Grantor until otherwise notified by the Senior Collateral Agent.

(l) All customary service charges and fees with respect to the Blocked Account shall be debited to the Blocked Account. In the event insufficient funds remain in the Blocked Account to cover such customary service charges and fees, the Grantor shall pay and indemnify the Blocked Account Bank for the amounts of such customary service charges and fees. Neither the Senior Collateral Agent nor the Senior Secured Parties shall have any liability for the payment of any such fees in respect to the Blocked Account.

This letter agreement shall be binding upon and shall inure to the benefit of the Blocked Account Bank, the Grantor, the Senior Collateral Agent, the Senior Secured Parties referred to in the Senior Subsidiary Security Agreement and their respective successors, transferees and assigns of any of the foregoing. This letter agreement may not be modified or terminated except upon the mutual consent of the Senior Collateral Agent, the Grantor and the Blocked Account Bank. The Blocked Account Bank may terminate the letter agreement only upon 45 days' prior written notice to the Grantor and the Senior Collateral Agent. The Senior Collateral Agent may terminate this letter agreement at any time. So long as any Senior Obligations remain outstanding and the Commitments are still outstanding, upon such termination the Blocked Account Bank shall close the Blocked Account and transfer all funds in the Blocked Account to the Senior Collateral Agent at the Concentration Account or as otherwise directed by the Senior Collateral Agent. After any such termination, the Blocked Account Bank shall nonetheless remain obligated promptly to transfer to the Concentration Account or as the Senior Collateral

Agent may otherwise direct all funds and other property received in respect of the Blocked Account.

This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter agreement by telecopier shall be effective as delivery of a manually executed counterpart of this letter agreement.

This letter agreement supersedes all prior agreements, oral or written, with respect to the subject matter hereof and may not be amended, modified or supplemented except by a writing signed by the Senior Collateral Agent, the Grantor and the Blocked Account Bank.

This letter agreement shall be governed by, and construed in accordance with, the law of the state of New York.

Upon acceptance of this letter agreement it will be the valid and binding obligation of the Grantor, the Senior Collateral Agent, and the Blocked Account Bank, in accordance with its terms.

Very truly yours,

[]

By:
Name:
Title:

CITICORP USA, INC, as Senior Collateral Agent

By:
Name:
Title:

Acknowledged and agreed to as of
the date first above written:

[]

By:

Name:

Title:

BLOCKED ACCOUNT CASH SWEEP NOTICE

[Blocked Account Bank]
[Address]

Re: Account No. [] (the "*Blocked Account*")

Ladies and Gentlemen:

Reference is made to the Blocked Account and that certain Blocked Account Agreement dated May [], 2000 (as amended, supplemented or otherwise modified from time to time, the "*Blocked Account Agreement*") among the Blocked Account Bank, the Grantor and the Senior Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Blocked Account Agreement.

The Senior Collateral Agent hereby notifies you that, in accordance with certain provisions of the Senior Subsidiary Security Agreement, from and after the date of this notice, you are hereby directed to transfer (by wire transfer or other method of transfer mutually acceptable to you and the Senior Collateral Agent) to the Senior Collateral Agent, in same day funds, on each Business Day, the entire balance in the Blocked Account to the Concentration Account specified in paragraph (j) of the Blocked Account Agreement (or to such other account as the Senior Collateral Agent may from time to time, or at any time, designate in writing) until you are notified in writing by the Senior Collateral Agent that this Blocked Account Cash Sweep Notice is no longer effective.

Very truly yours,

CITICORP USA, INC, as Senior Collateral Agent

By:

Name:

Title:

[FORM OF]

LOCKBOX ACCOUNT AGREEMENT

[Date]

[Mellon Bank, N.A.
Document Control Manager
Three Mellon Bank Center
Room 3119
Pittsburgh, PA 15259]

Ladies and Gentlemen:

Reference is made to (a) account number [] and corresponding lockbox and date automation system maintained with you (the "*Lockbox Account Bank*") by [] (the "*Grantor*") into which funds are deposited from time to time (the "*Lockbox Account*") and (b) the Senior Subsidiary Security Agreement dated as of June 12, 2000 (as further amended, supplemented or otherwise modified from time to time, the "*Senior Subsidiary Security Agreement*") among the Subsidiary Guarantors (such term and each other capitalized term used but not defined herein having the meaning assigned to such term in the Senior Subsidiary Security Agreement, including the Definitions Annex and Senior Credit Facility referred to therein) and the Senior Collateral Agent.

The Grantor hereby confirms its irrevocable and unconditional instruction to you that, until receipt of a written notice from the Senior Collateral Agent to the contrary, you shall follow exclusively the instructions of the Senior Collateral Agent with respect to the Lockbox Account and that the Lockbox Account shall be under the sole dominion and control of the Senior Collateral Agent. Notwithstanding anything to the contrary or any other agreement relating to the Lockbox Account, the Lockbox Account is and will be maintained for the benefit of the Senior Collateral Agent, will be entitled "*Citicorp USA, Inc. as Senior Collateral Agent under the Senior Subsidiary Agreement dated as of May [], 2000 Account*" and will be subject to written instructions only from an authorized officer of the Senior Collateral Agent.

The Grantor also hereby notifies you that the Senior Collateral Agent shall be irrevocably entitled to exercise any and all rights in respect of, or in connection with, the Lockbox Account, including, without limitation, the right to specify when payments are

to be made out of, or in connection with, the Lockbox Account. The Senior Collateral Agent hereby instructs you, until you receive notice from the Senior Collateral Agent changing this instruction, to transfer, in same day funds, on each Business Day, all funds, if any on deposit, or otherwise to the credit of, the Lockbox Account to the Account listed below, *provided* that funds on deposit that are subject to collection may be transmitted properly upon collection.

ABA Number: _____
[name and address of Grantor's bank]

Account Name: _____
Concentration Account

Account Number: _____

Reference: _____

Attn: _____

[or to such other account as the Senior Collateral Agent and the Grantor may designate in writing.]

All expenses for the maintenance and provision of services in conjunction with the Lockbox Account held in the name of the Grantor are the responsibility of the Grantor. In the event that the Grantor does not pay all service fees due to the Lockbox Account Bank within thirty (30) days after the due date, the Lockbox Account Bank is authorized to charge the Lockbox Account for such fees. In the event the Lockbox Account Bank is unable to obtain sufficient funds from such charges to cover such fees the Grantor shall indemnify the Lockbox Account Bank for all then-due fees on the Lockbox Account that have not been paid.

The Grantor and the Senior Collateral Agent agree that the Lockbox Account Bank may debit the Lockbox Account for any items (including, but not limited to, checks, drafts, Automatic Clearinghouse (ACH) credits or wire transfers or other electronic transfers or credits) deposited or credited to the Lockbox Account which may be returned or otherwise not collected and, subject to the preceding paragraph, for all charges, fees, commissions and expenses incurred by the Lockbox Account Bank in providing services or otherwise in connection herewith. The Lockbox Account Bank may charge the Lockbox Account as permitted herein at such times as are in accordance with the Lockbox Account Bank's customary practice for the chargeback of returned items and expenses. In the event the Lockbox Account Bank is unable to obtain sufficient funds for such charges to cover returned items, or reversed or returned credits, or any other items not collected and any other charges, expenses, or commissions incurred by the Lockbox Account Bank in providing the services (referred to as a "cost" or "costs") the Grantor shall indemnify the Lockbox Account Bank for all amounts related to the above described costs incurred by the Lockbox Account Bank. The Senior Collateral Agent agrees that if the Grantor has not reimbursed the Lockbox Account

Bank for the amounts described in this paragraph and the Lockbox Account Bank has transferred funds to the Senior Collateral Agent, then the Senior Collateral Agent agrees to reimburse the Lockbox Account Bank (for any returned items described in this paragraph but not for charges, fees or commissions incurred therewith) within ten business days after demand by the Lockbox Account Bank.

Notwithstanding any other provision of this Agreement, unless the Lockbox Account Bank is grossly negligent or engages in wilful misconduct in performance or non-performance in connection with this Agreement and the Lockbox Account, the Grantor agrees to indemnify and hold the Lockbox Account Bank harmless from any claims, damages, losses or expenses incurred by any party in connection herewith; in the event the Lockbox Account Bank breaches the standard of care set forth herein, the Grantor and the Senior Collateral Agent each expressly agrees that the Lockbox Account Bank's liability shall be limited to damages directly caused by such breach and in no event shall the Lockbox Account Bank be liable for any incidental, indirect, punitive or consequential damages or attorney's fees whatsoever.

Notwithstanding any other provision of this Agreement, the Lockbox Account Bank shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to an act of God, war, civil commotion, governmental action, fire, explosion, strikes, other industrial disturbance, equipment malfunction, action, non-action or delayed action on the part of the Grantor or the Senior Collateral Agent or of any other entity or any other causes that are beyond the Lockbox Account Bank's reasonable control.

This Agreement may not be modified or terminated by the Grantor unless, in the case of a modification, the prior written consent of the Senior Collateral Agent and the Lockbox Account Bank is obtained and in the case of termination the prior written consent of the Senior Collateral Agent is obtained. The Lockbox Account Bank may terminate this Agreement upon forty-five (45) days' prior written notice to the Grantor and the Senior Collateral Agent. The Senior Collateral Agent may terminate this Agreement at any time. The Grantor's obligations under this Agreement to indemnify, hold harmless and pay amounts owed (and the Grantor's obligation to reimburse the Lockbox Account Bank for any returned items) shall survive the termination of this Agreement.

[This Agreement shall be governed by the laws of the state of New York.]

The terms and conditions of the services, attached as Exhibit A, is made part of this Agreement with respect to matters not explicitly covered in this Agreement. To the extent there is a conflict between this Agreement and the terms and conditions of services, this agreement shall take precedence.

This Agreement shall become effective immediately upon its execution by all parties hereto. Any notice permitted or required hereunder shall be in writing and shall be

deemed to have been duly given if sent by personal delivery, express or first class mail, or facsimile addressed, in the case of notice to the Lockbox Account Bank to:

[Mellon Bank, N.A.
Document Control Manager
Three Mellon Bank Center
Room 3119
Pittsburgh, PA 15259]
Phone: (412) 234-4172
Fax: (412) 236-7419

and in the case of notice to the Grantor, to:

[30 Hunter Lane
Camp Hill, PA 17011
Phone: (717) 975-5760
Fax: (717) 731-3878
Attn: Rite Aid Funding LLC/ Rite Aid Treasury]

and in the case of notice to the Senior Collateral Agent:

[
]
Fax: [
]
Attn: [
]

or to such other address or addresses as the party to receive notice may provide in writing to the other party in accordance with this paragraph. The Lockbox Account Bank shall have no duty or obligation to inquire into the authenticity or effectiveness of any such notice received pursuant to this Agreement.

Please agree to the terms of, and acknowledge receipt of, this notice by signing in the space provided below.

Very truly yours,

[NAME OF SUBSIDIARY
GUARANTOR]

By: _____

Name:

Title:

[RITE AID CORPORATION

RITE AID OF ALABAMA, INC.]

RITE AID OF CONNECTICUT, INC.
RITE AID OF DELAWARE, INC.
RITE AID OF WASHINGTON, DC.,
INC
RITE AID OF FLORIDA, INC.
RITE AID OF GEORGIA, INC.
RITE AID OF INDIANA, INC.
RITE AID OF KENTUCKY, INC.
RITE AID OF MAINE, INC.
RITE AID OF MARYLAND, INC.
RITE AID OF MASSACHUSETTS,
INC.
RITE AID OF MICHIGAN, INC.
RITE AID OF NEW HAMPSHIRE,
INC.
RITE AID OF NEW JERSEY, INC.
RITE AID OF NEW YORK, INC.
RITE AID OF NORTH CAROLINA,
INC.
RITE AID OF OHIO, INC.
RITE AID OF PENNSYLVANIA, INC.
RITE AID OF SOUTH CAROLINA,
INC.
PCS MAIL SERVICE OF FORT
WORTH, INC.
PCS MAIL SERVICE OF
BIRMINGHAM, INC.

By: _____, on behalf
of each of the above listed companies

Agreed and acknowledged:

[MELLON BANK, N.A.]

By: _____
Name:
Title:

CITICORP USA, INC., as Senior Collateral Agent

By: _____

RITE AID OF TENNESSEE, INC.
RITE AID OF VERMONT, INC.
RITE AID OF VIRGINIA, INC.
RITE AID OF WEST VIRGINIA, INC.
KEYSTONE CENTERS, INC.
RITE AID DRUG PALACE, INC.
LANE DRUG COMPANY
APEX DRUG STORES, INC.
PERRY DRUG STORES, INC.
RDS DETROIT, INC.
PDS-1 MICHIGAN, INC.
THRIFTY PAYLESS, INC.
HARCO, INC.
K&B ALABAMA CORPORATION
K&B FLORIDA CORPORATION
K&B LOUISIANA CORPORATION
K&B MISSISSIPPI CORPORATION
K&B TEXAS CORPORATION
K&B TENNESSEE CORPORATION
SUPER PHARMACY NETWORK,
INC.
PCS HEALTH SYSTEMS, INC.]

By: _____, on behalf
of each of the above listed companies
Name:

Name:

Title:

GOVERNMENT LOCKBOX ACCOUNT AGREEMENT

[Date]

[Mellon Bank, N.A.
Document Control Manager
Three Mellon Bank Center
Room 3119
Pittsburgh, PA 15259]

Ladies and Gentlemen:

Reference is made to (a) account no. [] and corresponding lockbox and data automation system maintained with you (the "*Government Lockbox Account Bank*") by [] (the "*Grantor*") into which funds are deposited from time to time (the "*Government Lockbox*") and (b) the Senior Subsidiary Security Agreement dated as of May [], 2000 (as amended, supplemented or otherwise modified from time to time, the "*Senior Subsidiary Security Agreement*"), among the Subsidiary Guarantors (such term and each other capitalized term used and not otherwise defined herein having the meaning assigned to such term in the Senior Subsidiary Security Agreement including the Definitions Annex and Senior Credit Facility referred to therein) and the Senior Collateral Agent.

The Grantor hereby provides the following revocable instruction with respect to the Government Lockbox Account (the "*Standing Revocable Instruction*"): the Government Lockbox Account Bank shall transfer from the Government Lockbox Account daily, via a zero balance service as described in the terms and conditions of the services, attached as Exhibit A, all available funds held in the Government Lockbox Account to account no. [] at Mellon Bank, N.A. in the name of the Grantor for Citicorp USA, Inc., as Senior Collateral Agent (which account is under the sole dominion and control of the Senior Collateral Agent). This Standing Revocable Instruction is revocable by the Grantor at any time and for any reason by providing written instructions to the Government Lockbox Account Bank, signed by the undersigned (which writing may be by facsimile and upon which you may conclusively rely), whereupon the Government Lockbox Account Bank shall follow, without further inquiry, such contrary written instruction and not the Standing Revocable Instruction.

The Grantor also hereby notifies the Government Lockbox Account that, as collateral security for the Senior Obligations, the undersigned Subsidiary Guarantors granted to the Grantor and the Grantor hereby assigns to the Senior Collateral Agent a continuing security interest in (i) the Government Lockbox Account, (ii) all contract rights and privileges in respect to the Government Lockbox Account, (iii) all cash, checks, money orders and other items of value on deposit in the Government Lockbox Account and (iv) all proceeds of the foregoing.

All expenses for the maintenance and provision of services in conjunction with the Government Lockbox Account held in the name of the Grantor are the responsibility of the Grantor. In the event that the Grantor does not pay all service fees due to the Government Lockbox Account Bank within thirty (30) days after the due date, the Government Lockbox Account Bank is authorized to charge the Government Lockbox Account for such fees. In the event the Government Lockbox Account Bank is unable to obtain sufficient funds from such charges to cover such fees the Grantor shall indemnify the Government Lockbox Account Bank for all then-due fees on the Government Lockbox Account that have not been paid.

The Grantor and the Senior Collateral Agent agree that the Government Lockbox Account Bank may debit the Government Lockbox Account for any items (including, but not limited to, checks, drafts, Automatic Clearinghouse (ACH) credits or wire transfers or other electronic transfers or credits) deposited or credited to the Government Lockbox Account which may be returned or otherwise not collected and, subject to the preceding paragraph, for all charges, fees, commissions and expenses incurred by the Government Lockbox Account Bank in providing services or otherwise in connection herewith. The Government Lockbox Account Bank may charge the Government Lockbox Account as permitted herein at such times as are in accordance with the Government Lockbox Account Bank's customary practice for the chargeback of returned items and expenses. In the event the Government Lockbox Account Bank is unable to obtain sufficient funds for such charges to cover returned items, or reversed or returned credits, or any other items not collected and any other charges, expenses, or commissions incurred by the Government Lockbox Account Bank in providing the services (referred to as a "cost" or "costs") the Grantor shall indemnify the Government Lockbox Account Bank for all amounts related to the above described costs incurred by the Government Lockbox Account Bank. The Senior Collateral Agent agrees that if the Grantor has not reimbursed the Government Lockbox Account Bank for the amounts described in this paragraph and the Government Lockbox Account Bank has transferred funds to the Senior Collateral Agent, then the Senior Collateral Agent agrees to reimburse the Government Lockbox Account Bank (for any returned items described in this paragraph but not for charges, fees or commissions incurred therewith) within ten business days after demand by the Government Lockbox Account Bank.

Notwithstanding any other provision of this Government Lockbox Account Agreement, unless the Government Lockbox Account Bank is grossly negligent or engages in wilful misconduct in performance or non-performance in connection with this

Agreement and the Government Lockbox Account, the Grantor agrees to indemnify and hold the Government Lockbox Account Bank harmless from any claims, damages, losses or expenses incurred by any party in connection herewith; in the event the Government Lockbox Account Bank breaches the standard of care set forth herein, the Grantor and the Senior Collateral Agent each expressly agrees that the Government Lockbox Account Bank's liability shall be limited to damages directly caused by such breach and in no event shall the Government Lockbox Account Bank be liable for any incidental, indirect, punitive or consequential damages or attorney's fees whatsoever.

Notwithstanding any other provision of this Government Lockbox Account Agreement, the Government Lockbox Account Bank shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to an act of God, war, civil commotion, governmental action, fire, explosion, strikes, other industrial disturbance, equipment malfunction, action, non-action or delayed action on the part of the Grantor or the Senior Collateral Agent or of any other entity or any other causes that are beyond the Government Lockbox Account Bank's reasonable control.

This Government Lockbox Account Agreement may not be modified or terminated by the Grantor unless, in the case of a modification, the prior written consent of the Senior Collateral Agent and the Government Lockbox Account Bank is obtained and in the case of termination the prior written consent of the Senior Collateral Agent is obtained. The Government Lockbox Account Bank may terminate this Agreement upon forty-five (45) days' prior written notice to the Grantor and the Senior Collateral Agent. The Senior Collateral Agent may terminate this Agreement at any time. The Grantor's obligations under this Agreement to indemnify, hold harmless and pay amounts owed (and the Senior Collateral Agent's obligation to reimburse the Government Lockbox Account Bank for any returned items) shall survive the termination of this Agreement.

This Agreement shall be governed by the laws of the State of New York.

The terms and conditions of the services, attached as Exhibit A, is made part of this Agreement with respect to matters not explicitly covered in this Agreement. To the extent there is a conflict between this Agreement and the terms and conditions of services, this agreement shall take precedence.

This Agreement shall become effective immediately upon its execution by all parties hereto. Any notice permitted or required hereunder shall be in writing and shall be deemed to have been duly given if sent by personal delivery, express or first class mail, or facsimile addressed, in the case of notice to the Government Lockbox Account Bank to:

[Mellon Bank, N.A.
Document Control Manager
Three Mellon Bank Center

Please agree to the terms of, and acknowledge receipt of, this notice (including, without limitation, the notice of, and consent to, the security interest referred to in the foregoing paragraph) by signing in the space provided below.

Very truly yours,

[NAME OF SUBSIDIARY

GUARANTOR]

By: _____

Name:

Title:

[RITE AID CORPORATION
RITE AID OF ALABAMA, INC.
RITE AID OF CONNECTICUT, INC.
RITE AID OF DELAWARE, INC.
RITE AID OF WASHINGTON, DC., INC
RITE AID OF FLORIDA, INC.
RITE AID OF GEORGIA, INC.
RITE AID OF INDIANA, INC.
RITE AID OF KENTUCKY, INC.
RITE AID OF MAINE, INC.
RITE AID OF MARYLAND, INC.
RITE AID OF MASSACHUSETTS, INC.
RITE AID OF MICHIGAN, INC.
RITE AID OF NEW HAMPSHIRE, INC.
RITE AID OF NEW JERSEY, INC.
RITE AID OF NEW YORK, INC.
RITE AID OF NORTH CAROLINA, INC.
RITE AID OF OHIO, INC.
RITE AID OF PENNSYLVANIA, INC.
RITE AID OF SOUTH CAROLINA, INC.
PCS MAIL SERVICE OF FORT WORTH, INC.
PCS MAIL SERVICE OF BIRMINGHAM, INC.]

By: _____, on behalf of
each of the above listed companies

Name:

RITE AID OF TENNESSEE, INC.
RITE AID OF VERMONT, INC.
RITE AID OF VIRGINIA, INC.
RITE AID OF WEST VIRGINIA, INC.
KEYSTONE CENTERS, INC.
RITE AID DRUG PALACE, INC.
LANE DRUG COMPANY
APEX DRUG STORES, INC.
PERRY DRUG STORES, INC.
RDS DETROIT, INC.
PDS-1 MICHIGAN, INC.
THRIFTY PAYLESS, INC.
HARCO, INC.
K&B ALABAMA CORPORATION
K&B FLORIDA CORPORATION
K&B LOUISIANA CORPORATION
K&B MISSISSIPPI CORPORATION
K&B TEXAS CORPORATION
K&B TENNESSEE CORPORATION
SUPER PHARMACY NETWORK, INC.
PCS HEALTH SYSTEMS, INC.]

By: _____, on behalf of each of the above listed companies
Name: Agreed and acknowledged:

[MELLON BANK, N.A.]

By: _____
Name:
Title:

CITICORP USA, INC., as Senior Collateral Agent

By: _____
Name:
Title:

[FORM OF]
CONCENTRATION ACCOUNT AGREEMENT

[Date]

[Concentration Account Bank]
[address]

Ladies and Gentlemen:

Reference is made to (a) account no. [] maintained with you (the "*Concentration Account Bank*") by [] (the "*Grantor*") into which funds are deposited from time to time (the "*Concentration Account*") and (b) the Senior Subsidiary Security Agreement dated as of June 12, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Senior Subsidiary Security Agreement*"), among the Subsidiary Guarantors (such term and each other capitalized term used but not defined herein having the meaning assigned to such term in the Senior Subsidiary Security Agreement, including the Definitions Annex and Senior Credit Facility referred to therein) and the Senior Collateral Agent.

Pursuant to the Senior Subsidiary Security Agreement, the Grantor has granted to the Senior Collateral Agent, for the benefit of the Senior Secured Parties, a perfected security interest in certain property of the Grantor, including, the Concentration Account.

The Grantor hereby transfers to the Senior Collateral Agent exclusive ownership and control of, and all of its right, title and interest in and to, the Concentration Account and all funds and other property on deposit therein. By executing this Concentration Account Agreement, the Concentration Account Bank acknowledges that the Senior Collateral Agent now has exclusive ownership and control of the Concentration Account, that all funds in the Concentration Account shall be transferred to the Senior Collateral Agent as provided herein, that the Concentration Account is being maintained by the Concentration Account Bank for the benefit of the Senior Collateral Agent and that all amounts and other property therein are held by the Concentration Account Bank as custodian for the Senior Collateral Agent.

Except as provided in paragraphs (e), (f) and (j) below, the Concentration Account shall not be subject to deduction, setoff, banker's lien, counterclaim, defense, recoupment or any other right in favor of any person or entity other than the Senior Collateral Agent. By executing this Concentration Account Agreement the Concentration Account Bank also acknowledges that, as of the date hereof, the Concentration Account Bank has received no notice of any other pledge or assignment of the Concentration Account and the Concentration Account Bank agrees with the Senior Collateral Agent as follows:

(a) Notwithstanding anything to the contrary or any other agreement relating to the Concentration Account, the Concentration Account is and will be maintained for the benefit of the Senior Collateral Agent, will be entitled "*Citicorp USA, Inc. as Senior Collateral Agent under the Senior Subsidiary Security Agreement dated as of May [], 2000 Account*" and will be subject to written instructions only from an authorized officer of the Senior Collateral Agent (except as expressly provided otherwise herein).

(b) The Concentration Account Bank agrees to give the Senior Collateral Agent prompt notice if the Concentration Account shall become subject to any writ, judgment, warrant of attachment, execution or similar process.

(c) [A post office box (the "*Lockbox*") has been rented in the name of the Grantor at the [] post office and the address to be used for such Lockbox is:

[Insert address]

The Concentration Account Bank's authorized representatives will have access to the Lockbox under the authority given by the Grantor to the post office and will make regular pick-ups from the Lockbox timed to gain maximum benefit of early presentation and availability of funds. The Concentration Account Bank will endorse process all checks received in the Lockbox and deposit such checks (to the extent eligible) in the Concentration Account in accordance with the procedures set forth below .]

(d) The Concentration Account Bank will follow its usual operating procedures for the handling of any [checks received from the Lockbox] or other remittance received in the Concentration Account that contains restrictive endorsements, irregularities (such as a variance between the written and numerical amounts), undated or postdated items, missing signatures, incorrect payees and the like.

(e) The Concentration Account Bank will endorse and process all eligible checks and other remittance items not covered by paragraph (d) and deposit such checks and remittance items in the Concentration Account.

(f) The Concentration Account Bank will mail all checks returned unpaid because of uncollected or insufficient funds under appropriate advice to the Grantor (with a copy of the notification of return to the Senior Collateral Agent). The Concentration Account Bank may charge the Concentration Account for the amounts of any returned check that has been previously credited to the Concentration Account. To the extent insufficient funds remain in the Concentration Account to cover any such returned check, the Grantor shall indemnify the Concentration Account Bank for the uncollected amount of such returned check upon your demand.

(g) The Concentration Account Bank will maintain a record of all checks and other remittance items received in the Concentration Account on a daily basis and, in addition to providing the Grantor with photostatic copies thereof, vouchers, enclosures and the like of such checks and remittance items, furnish to the Senior Collateral Agent a monthly statement setting forth the amounts deposited in and withdrawn from the Concentration Account and shall furnish such other information relating to the Concentration Account at such times as shall be reasonably requested by the Senior Collateral Agent to: Citicorp USA, Inc., as Senior Collateral Agent, 399 Park Avenue, New York, New York 10043, Attention: [], with a copy to the Grantor.

(h) Prior to the delivery of a written notice from the Senior Collateral Agent in the form of Exhibit A hereto (the "*Concentration Account Cash Sweep Notice*"), the Grantor is free to withdraw funds from the Concentration Account in such amounts and with such frequency as the Grantor may from time to time determine, without notice to or consent from the Senior Collateral Agent.

(i) From and after delivery to the Concentration Account Bank of a Concentration Account Cash Sweep Notice and until the Concentration Account Bank is notified in writing by the Senior Collateral Agent that the Concentration Account Cash Sweep Notice is no longer in effect (a "*Concentration Account Cash Sweep Period*"), the Grantor will have no control over the use of, or any right to withdraw any amount from, to draw upon, or to otherwise exercise any power with respect to the Concentration Account.

(j) During a Concentration Account Cash Sweep Period, the Concentration Account Bank shall transfer, in same day funds, on each Business Day, all funds, if any on deposit, or otherwise to the credit of, the Concentration Account to the account listed below (the "*Citibank Concentration Account*") or to such other account as the Senior Collateral Agent may from time to time designate in writing, *provided* that funds on deposit that are subject to collection may be transmitted promptly upon collection:

ABA Number: _____
[Citicorp USA, Inc.
399 Park Avenue

New York, NY 10043]

Account Name: Citibank Concentration Account

Account Number: _____

Reference: _____

Attn: _____

(k) All customary service charges and fees with respect to the Concentration Account shall be debited to the Concentration Account. In the event insufficient funds remain in the Concentration Account to cover such customary service charges and fees, the Grantor shall pay and indemnify the Concentration Account Bank for the amounts of such customary service charges and fees. Neither the Senior Collateral Agent nor the Senior Secured Parties shall have any liability for the payment of any fees or charges in respect of the Concentration Account.

This letter agreement shall be binding upon and shall inure to the benefit of the Concentration Account Bank, the Grantor, the Senior Collateral Agent, the Senior Secured Parties referred to in the Senior Subsidiary Security Agreement and their respective successors, transferees and assigns of any of the foregoing. This letter agreement may not be modified or terminated except upon the mutual consent of the Senior Collateral Agent, the Grantor and the Concentration Account Bank. The Concentration Account Bank may terminate the letter agreement only upon 45 days' prior written notice to the Grantor and the Senior Collateral Agent. The Senior Collateral Agent may terminate this letter agreement at any time. So long as any Senior Obligations remain outstanding and the Commitments are still outstanding, upon such termination the Concentration Account Bank shall close the Concentration Account and transfer all funds in the Concentration Account to the Senior Collateral Agent at the Citibank Concentration Account or as otherwise directed by the Senior Collateral Agent. After any such termination, the Concentration Account Bank shall nonetheless remain obligated promptly to transfer to the Concentration Account or as the Senior Collateral Agent may otherwise direct all funds and other property received in respect of the Concentration Account.

This letter agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this letter agreement by telecopier shall be effective as delivery of a manually executed counterpart of this letter agreement.

This letter agreement supersedes all prior agreements, oral or written, with respect to the subject matter hereof and may not be amended, modified or supplemented except by a writing signed by the Senior Collateral Agent, the Grantor and the Concentration Account Bank.

This letter agreement shall be governed by, and construed in accordance with, the law of the state of New York.

Upon acceptance of this letter agreement it will be the valid and binding obligation of the Grantor, the Senior Collateral Agent, and the Concentration Account Bank, in accordance with its terms.

Very truly yours,

[_____].

By: _____
Name:
Title:

CITICORP USA, INC, as Senior Collateral Agent

By: _____
Name:
Title:

Acknowledged and agreed to as of
the date first above written:

[_____]

By: _____
Name:
Title:

CONCENTRATION ACCOUNT CASH SWEEP NOTICE

[Concentration Account Bank]
[Address]

Re: Account No. [] (the "*Concentration Account*")

Ladies and Gentlemen:

Reference is made to the Concentration Account and that certain Concentration Account Agreement dated June 12, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Concentration Account Agreement*") among the Concentration Account Bank, the Grantor and the Senior Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Concentration Account Agreement.

The Senior Collateral Agent hereby notifies you that, in accordance with certain provisions of the Senior Subsidiary Security Agreement, from and after the date of this notice, you are hereby directed to transfer (by wire transfer or other method of transfer mutually acceptable to you and the Senior Collateral Agent) to the Senior Collateral Agent, in same day funds, on each Business Day, the entire balance in the Concentration Account to the Citibank Concentration Account specified in paragraph (j) of the Concentration Account Agreement (or to such other account as the Senior Collateral Agent may from time to time, or at any time, designate in writing) until you are notified in writing by the Senior Collateral Agent that this Concentration Account Cash Sweep Notice is no longer effective or to such other account as the Senior Collateral Agent may from time to time designate in writing.

Very truly yours,

CITICORP USA, INC, as Senior Collateral Agent

By: _____

Name:

Title:

Schedule 10
to the Senior Subsidiary

PERFECTION CERTIFICATE

Reference is made to (a) the Senior Subsidiary Security Agreement dated as of June 12, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Senior Subsidiary Security Agreement*") among the Subsidiary Guarantors and the Senior Collateral Agent, (b) the Second Priority Subsidiary Security Agreement dated as of June 12, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Second Priority Subsidiary Security Agreement*") among the Subsidiary Guarantors and the Second Priority Collateral Trustee and (c) the First Priority Subsidiary Security Agreement dated as of June 12, 2000 (as amended, supplemented or otherwise modified from time to time, the "*First Priority Security Agreement*") among the Subsidiary Guarantors and the Agent.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Definitions Annex, among the Borrower, the Senior Collateral Agent, and Wilmington Trust Collateral Agent, and if not defined therein, as defined in or by reference to the Senior Credit Facility.

The undersigned, a Financial Officer of the Borrower, hereby certifies to the Senior Collateral Agent and each other Senior Secured Party as follows:

1. *Names.* (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as set forth in column A of the Perfection Table attached hereto.

(b) Each other corporate name each Grantor has had in the past five years, together with the date of the relevant change is as set forth in column B of the Perfection Table attached hereto.

(c) Except as set forth in column C of the Perfection Table attached hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in column C of the Perfection Table the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) A list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years is as set forth in column D of the Perfection Table attached hereto.

(e) The Federal Taxpayer Identification Number of each Grantor is as set forth in column E of the Perfection Table attached hereto.

2. *Current Locations.* (a) The chief executive office of each Grantor is located at the address set forth in column F of the Perfection Table attached hereto.

(b) Set forth in column G of the Perfection Table attached hereto are all locations (in addition to its chief executive office) where such Grantor maintains any books or records relating to any Accounts Receivable (including chattel paper, if any).

(c) Set forth on the schedule of Store Locations attached hereto are all the places of business not identified in clause (a) or (b) of each applicable Grantor.

(d) Set forth below are all the locations where a Grantor maintains any Collateral not identified above:

<u>Mailing Address</u>	<u>County</u>	<u>State</u>
9200 Telstar Avenue El Monte, CA 91731	Los Angeles County	California
4100 Fleetwood Ft. Worth, TX 76155	Tarrant County	Texas
445 McCormack Blvd Columbus, OH 43207	Franklin County	Ohio
3958 Seaport Blvd W. Sacramento, CA 95691	USA County	California
1304 Continental Drive Abingdon, MD 21009	Harford County	Maryland
4905 Southridge Suite 1 Memphis, TN 38141	Shelby County	Tennessee
Elkton PUC Center 801 Elkton Blvd Elkton, MD	Cecil County	Maryland

(e) There are no other persons other than such Grantor that have possession of any of the Collateral of such Grantor.

3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports.* Other than filings representing Liens permitted by the Senior Credit Facility attached hereto, there are no effective financing statements on file against the Borrower or any of its Restricted Subsidiaries.

5. *Mortgage Filings.* Attached hereto as Schedule 5 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this
12th day of June.

RITE AID CORPORATION,

by _____
Name:
Title: Chief Financial Officer