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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner c

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attached original documents or copy thereof.

11-3-00

1. Name of conveying party(ies):

Name Rite, L.L.C.  
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)  
75/041,144

B. Trademark Registration No.(s)  
2,223,490

Additional numbers attached?  Yes  No

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

Name: Penelope Agodoa

Internal Address: Suite 101

Street Address: Federal Research Corporation

400 Seventh St. NW

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement 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

CyRus  
Signature

November 1, 2000

Date

Total number of pages including cover sheet, attachments, and document: 207

## 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.

*"Indemnatee"* 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.

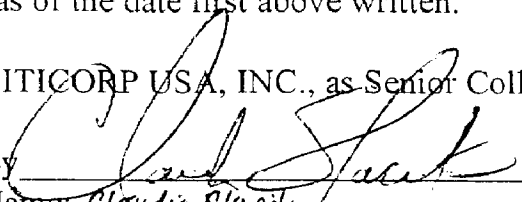
SECTION 26. *Additional Grantors.* Pursuant to Section 5.08 of the Senior Credit Facility, each Domestic Subsidiary that was not in existence or not a Domestic Subsidiary on the date thereof is required to enter into this Agreement as a Grantor upon becoming a Domestic Subsidiary. Upon execution and 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.

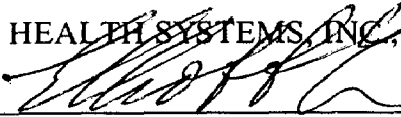
CITICORP USA, INC., as Senior Collateral Agent,

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:

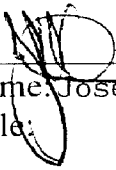
PCS HEALTH SYSTEMS, INC., as a Grantor,

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 Obligor 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 Obligor 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	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
05277	660	95-4391249	577 ASSOCIATES, INC.	Thrifty Payless, Inc.	The Lakewood Mall	N	Y	5700 100th Street, S.W.	Suite 100	Lakewood	WA	98492	Clark
04355	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	17170 Hamper Avenue		West Bloomfield	MI	48321	Wayne
04359	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	520 Drake Road		West Bloomfield	MI	48321	Wayne
04401	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	92 North State Street		West Bloomfield	MI	48321	Wayne
04403	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	25 North State Street		West Bloomfield	MI	48321	Wayne
04404	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	5 South Greenback Highway		North Muskegon	MI	49843	Charlevoix
04405	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1200 South Main Street		North Muskegon	MI	49843	Charlevoix
04406	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Southland Plaza	N	Y	1500 South Main Street		North Muskegon	MI	49843	Charlevoix
04414	654	38-2413448	APEX DRUG STORES, INC.	Perry Drug Stores, Inc.		N	Y	1001 North Leroy Street		Adrian	MI	49221	Lenawee
04431	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	19160 Greenfield Road		Port Huron	MI	48320	St. Clair
04432	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	4562 West Houghton Lake Drive		Detroit	MI	48233	Wayne
04445	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	35584 Grand River Avenue		Houghton Lake	MI	48629	Rosconmmon
04504	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	15411 Southfield Road		Ferrington	MI	48333	Oakland
04508	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2838 East Court Street		Allen Park	MI	48101	Wayne
04510	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	4680 State Street		Flint	MI	48506	Genesee
04511	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Green Acres Plaza	N	Y	2541 Jackson Avenue		Saginaw	MI	48603	Genesee
04512	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Westgate Shopping Center	N	Y	39603 Woodward Avenue		Ann Arbor	MI	48103	Washtenaw
04514	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Northwood Shopping Center	N	Y	19600 Fenwick Street		Royal Oak	MI	48073	Washtenaw
04515	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Grand and Shopping Center	N	Y	26118 Orinfield Road		Dearborn	MI	48223	Washtenaw
04516	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Limode Shopping Center	N	Y	3251 Orinfield Street		Oak Park	MI	48223	Washtenaw
04517	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Bloomfield Square	N	Y	29740 Park Street		Dearborn	MI	48226	Oakland
04519	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2644 Park Street		Dearborn	MI	48226	Oakland
04520	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2566 Park Street		Dearborn	MI	48226	Oakland
04523	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Georgetown Mall	N	Y	5650 Seaharfer Road		Livonia	MI	48150	Wayne
04524	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	37980 Ann Arbor Road		Dearborn	MI	48104	Wayne
04526	654	38-2413448	APEX DRUG STORES, INC.	Apex Drug Stores, Inc.	Sheldon Center	N	Y	33251 Plymouth Road		Livonia	MI	48150	Wayne
04528	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Belmont Shopping Center	N	Y	1900 East 8 Mile Road		Livonia	MI	48241	Wayne
04530	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	North Hill Shopping Center	N	Y	1451 North Main Street		Detroit	MI	48307	Wayne
04532	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Plymouth Mall	N	Y	2781 Plymouth Road		Rochester Hills	MI	48307	Oakland
04534	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2140 State Avenue		Ann Arbor	MI	48103	Washtenaw
04537	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Novi 10 Shopping Center	N	Y	18220 West 10 Mile Road		Novi	MI	48073	Alpena
04583	654	38-2413448	APEX DRUG STORES, INC.	Perry Drug Stores, Inc.		N	Y	36485 Genfield Road		Novi	MI	48073	Alpena
04590	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Taylor Commons	N	Y	2027 Eastern Avenue, S.E.		Clinton Township	MI	48051	Macomb
04591	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Colonial Shopping Center	N	Y	5780 Eastern Avenue, S.E.		Taylor	MI	48051	Macomb
04592	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Pointe Plaza	N	Y	5780 Eastern Avenue, S.E.		Grand Rapids	MI	49503	Kent
04593	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Clarison Center Shopping Center	N	Y	444 Wayne Drive, N.W.		Grand Rapids	MI	49503	Kent
04594	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Shields Market Place	N	Y	1316 A. Winchester Road, N.E.		Clarkston	MI	48342	Oakland
04595	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2305 South Whiteburg Drive		Huntsville	AL	35816	Huntsville
04596	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	14450 Highway 231-131 North		Huntsville	AL	35816	Huntsville
04597	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	139 Old Highway 134		Huntsville	AL	35816	Huntsville
04598	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	202 East Conestoga Street		Huntsville	AL	35816	Huntsville
04599	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	130 South Euifalls Avenue		Huntsville	AL	35816	Huntsville
04600	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	101 Ashburn Street		Huntsville	AL	35816	Huntsville
04601	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	140 Market Center Drive		Huntsville	AL	35816	Huntsville
04602	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	4441 Highway 280		Huntsville	AL	35816	Huntsville
04603	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	641 Ollie Avenue		Huntsville	AL	35816	Huntsville
04604	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1602 2nd Avenue, S.W.		Huntsville	AL	35816	Huntsville
04605	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	South Cullman Center	N	Y	715 Cullman Shopping Center		Cullman	AL	35055	Cullman
04606	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Cullman Shopping Center North West	N	Y	935 Second Avenue, East		Cullman	AL	35055	Cullman
04607	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Daniel Shopping Center	N	Y	612 Martin Street		Cullman	AL	35121	Cullman
04608	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Pell City Marketplace	N	Y	1804 West Point Road		Pell City	AL	35121	Cullman
04609	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1364 West Point Road		Pell City	AL	35121	Cullman
04610	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1715 U.S. Highway 31 North		Pell City	AL	35121	Cullman
04611	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	833 Denison Avenue		Pell City	AL	35121	Cullman
04612	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	973 Forestdale Boulevard		Pell City	AL	35121	Cullman
04613	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2711 Centerpoint Road		Pell City	AL	35121	Cullman
04614	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2144 Tyler Road		Pell City	AL	35121	Cullman
04615	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2264 Brewer Road		Pell City	AL	35121	Cullman
04616	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	3151 Green Valley Road		Pell City	AL	35121	Cullman
04617	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2661 Valleydale Road		Pell City	AL	35121	Cullman
04618	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04619	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04620	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04621	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04622	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04623	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04624	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04625	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04626	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04627	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04628	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04629	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04630	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04631	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04632	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04633	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04634	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04635	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04636	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04637	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04638	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04639	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04640	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04641	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04642	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04643	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04644	654	38-2413448	APEX DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Pell City	AL	35121	Cullman
04645	654	38-2413448											

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
07028	661	63-0522700	HARCO, INC.	Rite Aid of Alabama, Inc	Meadowbrook Shopping Center	N	Y	521 University Boulevard, East		Tuscaloosa	AL	354012023
07029	661	63-0522700	HARCO, INC.	Harco, Inc	Parkview Shopping Center	N	Y	2306 McFarland Boulevard East		Tuscaloosa	AL	354010060
07030	661	63-0522700	HARCO, INC.	Harco, Inc	Five Points Shopping Center	N	Y	610 Parkway Shopping Center		Tuscaloosa	AL	354014002
07031	661	63-0522700	HARCO, INC.	Harco, Inc	DeChamps Plaza North	N	Y	2916 University Boulevard East		Tuscaloosa	AL	354014768
07032	661	63-0522700	HARCO, INC.	Harco, Inc	Food World Plaza South	N	Y	1823 McFarland Boulevard, North		Tuscaloosa	AL	354044246
07033	661	63-0522700	HARCO, INC.	Harco, Inc	Taylorville Centers	N	Y	4200 McFarland Boulevard East		Tuscaloosa	AL	354052236
07039	661	63-0522700	HARCO, INC.	Harco, Inc	Northwood Shopping Center	N	Y	617 Bear Creek Road	Suite 5	Tuscaloosa	AL	354056773
07041	661	63-0522700	HARCO, INC.	Harco, Inc	Fayette Square Shopping Center	N	Y	2300 McFarland Boulevard		Northport	AL	354702927
07042	661	63-0522700	HARCO, INC.	Harco, Inc	Decatur Shopping Center	N	Y	1116 Second Avenue, N.E.		Fayette	AL	355513739
07043	661	63-0522700	HARCO, INC.	Harco, Inc	#1 Is Store Lease, #2 Is Ground Lease	N	Y	1526 6th Avenue, S.E.		Decatur	AL	356014918
07045	661	63-0522700	HARCO, INC.	Harco, Inc	Albans Plaza	N	Y	2202 Dawville Road, S.W.	Suite K	Decatur	AL	356014644
07046	661	63-0522700	HARCO, INC.	Harco, Inc	Seven Points Shopping Center	N	Y	100 Highway 31 South		Albans	AL	356115230
07047	661	63-0522700	HARCO, INC.	Harco, Inc	Crestwood Shopping Center	N	Y	2407 Florence Boulevard		Florence	AL	356302877
07048	661	63-0522700	HARCO, INC.	Harco, Inc		N	1501 North Wood Avenue	Suite #20	Florence	AL	356302103	
07049	661	63-0522700	HARCO, INC.	Harco, Inc		N	241 Highway 31, S.W.	SUITE 10	RUSSELLVILLE	AL	356302855	
07050	661	63-0522700	HARCO, INC.	K & B Louisiana Corporation		N	14001 HIGHWAY 43		Sheffield	AL	356332848	
07051	661	63-0522700	HARCO, INC.	Harco, Inc	Madison Centre	N	Y	805 South Montgomery Avenue		Madison	AL	356609133
07054	661	63-0522700	HARCO, INC.	Harco, Inc	Film Crossing Market Center	N	Y	8000 Madison Boulevard, Suite B		Madison	AL	357820335
07055	661	63-0522700	HARCO, INC.	Harco, Inc	Hampton Cove Shopping Center	N	Y	12290 Highway 231-431 North	Suite 101	Hampton	AL	357911206
07056	661	63-0522700	HARCO, INC.	Harco, Inc		N	4900 West Highway 431 South		Hampton	AL	358092223	
07058	661	63-0522700	HARCO, INC.	Rite Aid of Alabama, Inc		N	1303 Great Avenue, South		Hampton	AL	358092141	
07062	661	63-0522700	HARCO, INC.	Harco, Inc	Bainsville Plaza	N	Y	104 McJury Avenue, N	P.O. Box 749	Fort Payne	AL	35864407
07065	661	63-0522700	HARCO, INC.	K & B Louisiana Corporation		N	140 BUTLER SQUARE		GREENVILLE	AL	35864746	
07066	661	63-0522700	HARCO, INC.	Harco, Inc		N	Route 3, Box 7F/Highway 331		Lovene	AL	360499402	
07067	661	63-0522700	HARCO, INC.	Harco, Inc		N	3741 Highway 14		Millbrook	AL	360541942	
07068	661	63-0522700	HARCO, INC.	Harco, Inc	Southland Village Shopping Center	N	Y	10 Glimer Avenue		Tallapoosa	AL	360781206
07069	661	63-0522700	HARCO, INC.	Harco, Inc	Capital Plaza Shopping Center	N	Y	115 Southland Village Shopping Center		Troy	AL	360793044
07071	661	63-0522700	HARCO, INC.	Harco, Inc	Perry Hill Plaza	N	Y	2266 East South Boulevard		Montgomery	AL	361162485
07073	661	63-0522700	HARCO, INC.	Harco, Inc	Country Club Centre	N	Y	1629 Perry Hill Road		Montgomery	AL	361062729
07074	661	63-0522700	HARCO, INC.	Harco, Inc		N	1734 Centre Hill Road		Montgomery	AL	361092918	
07075	661	63-0522700	HARCO, INC.	Harco, Inc	Vista View Shopping Center	N	Y	3903 Atlanta Highway		Montgomery	AL	361103137
07076	661	63-0522700	HARCO, INC.	Harco, Inc		N	2081 Coliseum Boulevard		Montgomery	AL	361033222	
07077	661	63-0522700	HARCO, INC.	Harco, Inc		N	414 East South Boulevard		Montgomery	AL	361166625	
07079	661	63-0522700	HARCO, INC.	Harco, Inc	Starbridge Village	N	Y	2921 Vaughn Road		Montgomery	AL	361142113
07083	661	63-0522700	HARCO, INC.	Harco, Inc	Greenbrier Plaza	N	Y	1546 Greenbrier Road		Montgomery	AL	362011951
07085	661	63-0522700	HARCO, INC.	Harco, Inc	Coldwater Shopping Center	N	Y	4800 Highway 78 West		Montgomery	AL	362011951
07086	661	63-0522700	HARCO, INC.	Harco, Inc		N	601 Stone Street		Oxford	AL	362031907	
07087	661	63-0522700	HARCO, INC.	Harco, Inc		N	2413 Highway 431 North		Opelika	AL	362031916	
07088	661	63-0522700	HARCO, INC.	Harco, Inc		N	3240 Highway 431		Opelika	AL	362741733	
07089	661	63-0522700	HARCO, INC.	Harco, Inc		N	4030 West Main Street		Opelika	AL	363056389	
07090	661	63-0522700	HARCO, INC.	Harco, Inc	Alby Plaza	N	Y	2721 West Main Street		Dothan	AL	363016402
07092	661	63-0522700	HARCO, INC.	Harco, Inc	Boil Weevil Plaza	N	Y	514 Kirkland Street		Dothan	AL	363102700
07093	661	63-0522700	HARCO, INC.	Harco, Inc		N	705C Boil Weevil Circle		Dothan	AL	363102700	
07095	661	63-0522700	HARCO, INC.	Harco, Inc	Brewton Heights Shopping Center	N	Y	1017 River Falls Street		Abbeville	AL	363302036
07096	661	63-0522700	HARCO, INC.	Harco, Inc	Monroeville Square	N	Y	1023 Douglas Avenue		Enterprise	AL	364202532
07097	661	63-0522700	HARCO, INC.	Harco, Inc	Opp Marketplace	N	Y	1876 South Alabama Avenue, #3		Enterprise	AL	364261586
07098	661	63-0522700	HARCO, INC.	Harco, Inc	Atmore Plaza Shopping Center	N	Y	509 East Cummings Avenue		Brewton	AL	364603072
07099	661	63-0522700	HARCO, INC.	Harco, Inc	Bay Market Square	N	Y	500 East Church Street		Opp	AL	364672251
07100	661	63-0522700	HARCO, INC.	Harco, Inc	Magnolia Plaza Shopping Center	N	Y	617 McNeas Avenue		Opp	AL	365022626
07101	661	63-0522700	HARCO, INC.	Harco, Inc		N	27955 U.S. Highway 98	P.O. Box 1253	Bay Minette	AL	365073334	
07104	661	63-0522700	HARCO, INC.	K&B Alabama Corporation	Gulf Beach Shopping Center	N	Y	101 South Green Road	Suite HH	Dauphin	AL	365320191
07108	661	63-0522700	HARCO, INC.	Harco, Inc	DeChamps Shopping Center	N	Y	25241 Perdido Beach Boulevard		Dauphin	AL	365613102
07110	661	63-0522700	HARCO, INC.	Harco, Inc		N	1351 State Highway 59, Suite A		Robertsdale	AL	365678172	
07111	661	63-0522700	HARCO, INC.	Harco, Inc	Island Road Shopping Center	N	Y	4827 Highway 90		Robertsdale	AL	365735410
07112	661	63-0522700	HARCO, INC.	Harco, Inc		N	1321 Center Street (Temporary Location)		Mobile	AL	365941506	
07115	661	63-0522700	HARCO, INC.	Harco, Inc		N	150 South Ann Street		Mobile	AL	366054406	
07116	661	63-0522700	HARCO, INC.	Harco, Inc	Navro Shopping Center	N	Y	1366 Navro Road		Mobile	AL	366054241
07117	661	63-0522700	HARCO, INC.	Harco, Inc	Midtown Shopping Center	N	Y	2055 Dauphin Street		Mobile	AL	366060440
07118	661	63-0522700	HARCO, INC.	Harco, Inc	Westwood Plaza	N	Y	7765 Airport Boulevard		Mobile	AL	366085038
07119	661	63-0522700	HARCO, INC.	Harco, Inc	Spring Hill Village	N	Y	4350-B Old Shell Road	Suite #301	Mobile	AL	366082011

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
07120	661	63-052700	HARCO, INC	Harco, Inc	Vigorous Marketplace	N	Y	9948 Airport Boulevard		Mobile	AL	366089526	Mobile
07121	661	63-052700	HARCO, INC	Harco, Inc		N	Y	2420 Dawes Road		Mobile	AL	366093849	Mobile
07123	661	63-052700	HARCO, INC	Harco, Inc	Delhianna Plaza Shopping Center	N	Y	5201 Cottage Hill Road		Mobile	AL	366094244	Mobile
07126	661	63-052700	HARCO, INC	Harco, Inc	Delhianna Plaza	N	Y	414 North Craft Highway		Childsaw	AL	366113512	Mobile
07127	661	63-052700	HARCO, INC	Harco, Inc	Park Forest Plaza	N	Y	4752 C. Stephens Road		Prichard	AL	366135512	Mobile
07134	661	63-052700	HARCO, INC	Harco, Inc		N	Y	1018 Highway 43 N		Mobile	AL	365182236	Mobile
07135	661	63-052700	HARCO, INC	Harco, Inc	Thomasville Plaza	N	Y	1009 Highway 43 N		Thomasville	AL	367841617	Dallas
07139	661	63-052700	HARCO, INC	Harco, Inc	Film's Crossing Shopping Center	N	Y	1550 Opelika Road, Suite #24	P. O. Box 170	Auburn	AL	368331070	Lee
07141	661	63-052700	HARCO, INC	Harco, Inc	Ray Bramlette Shopping Center	N	Y	459 North Broadway Street		Dadeville	AL	368532108	Tallapoosa
07142	661	63-052700	HARCO, INC	Harco, Inc	Village East Shopping Center	N	Y	205 Highway 30 West		New Albany	MS	386523111	Union
07366	661	63-052700	HARCO, INC	Harco, Inc	Village East Shopping Center	N	Y	1800 Highway 45, North		Columbus	MS	397021210	Lowndes
07367	661	63-052700	HARCO, INC	Harco, Inc		N	Y	201-B Alabama Street		Aberdeen	MS	397202366	Lowndes
07368	661	63-052700	HARCO, INC	Harco, Inc	Village Green Shopping Center	N	Y	200 Highway 45 North		Birmingham	AL	352102205	Jefferson
07369	661	63-052700	HARCO, INC	Harco, Inc	Enley Five Points West Shopping Center	N	Y	1377 Manchester Road		Grantsdale	AL	350710000	Jefferson
07370	661	63-052700	HARCO, INC	Harco, Inc	Hoover Mall	N	Y	500 West Town Plaza		Birmingham	AL	350205346	Jefferson
07372	661	63-052700	HARCO, INC	Harco, Inc	East Town Plaza	N	Y	3209 Enley Five Points West Avenue		Birmingham	AL	352164973	Jefferson
07375	661	63-052700	HARCO, INC	Harco, Inc	West County Marketplace	N	Y	1179 Hurttman Road		Birmingham	AL	352177501	Jefferson
07377	661	63-052700	HARCO, INC	Harco, Inc	Woodfield Shopping Center	N	Y	1824 Ironwood Village		Birmingham	AL	352094501	Jefferson
07378	661	63-052700	HARCO, INC	Harco, Inc	Woodfield Shopping Center	N	Y	605 Bicentennial Boulevard		Birmingham	AL	352142048	Jefferson
07380	661	63-052700	HARCO, INC	Harco, Inc	Keystone Plaza Shopping Center	N	Y	2020 Cahaba Road		Mountain Brook	AL	352230112	Jefferson
07381	661	63-052700	HARCO, INC	Harco, Inc	Pass Christian Village (Former CVS)	N	Y	3388 Montgomery Highway		Pass Christian	MS	392161812	Jefferson
07382	661	63-052700	HARCO, INC	Harco, Inc	Our Shopping Center (Former CVS)	N	Y	708 Montgomery Highway		Pass Christian	MS	392714304	Harrison
07400	661	63-052700	HARCO, INC	K & B Louisiana Corporation	Memorial & Main Shopping Center	N	Y	422 West Beach Boulevard	200 WEST RAILROAD STREET	Wetland	MS	395762409	Hancock
07405	662	72-101085	HARCO, INC	Harco, Inc		N	Y	721 Highway 90 East		LONG BEACH	MS	395604517	Mississippi
07174	662	72-101085	HARCO, INC	Harco, Inc		N	Y	DELTA WPS PLAZA		Horn Lake	MS	396371159	Warren
07175	662	72-101085	HARCO, INC	Harco, Inc		N	Y	3100 Goodman Road		Vicksburg	MS	391831233	Warren
07176	662	72-101085	HARCO, INC	Harco, Inc		N	Y	2310 Clay Street		Jackson	MS	392164507	Hinds
07177	662	72-101085	HARCO, INC	Harco, Inc	Older Town Shopping Center	N	Y	606 South Memorial Drive		Prichard	AL	360273633	Avulga
07178	662	72-101085	HARCO, INC	Harco, Inc	Montgomery Monomadic Shopping Center	N	Y	1011 Perry Hill Road		Montgomery	AL	361094521	Montgomery
07179	662	72-101085	HARCO, INC	Harco, Inc	Shirley Springs Center	N	Y	1000 McGhee Road		Montgomery	AL	361112202	Montgomery
07180	662	72-101085	HARCO, INC	Harco, Inc	Foley Square Shopping Center	N	Y	6500 Highway 90		Montgomery	AL	361171500	Montgomery
07181	662	72-101085	HARCO, INC	Harco, Inc	Sandalwood Shopping Center	N	Y	1255 North McKenzie Street		Spanish Fort	AL	365279714	Baldwin
07184	662	72-101085	HARCO, INC	Harco, Inc	Woolco South Plaza Shopping Center	N	Y	1335 Highway 99 South		Gulf Shores	AL	365222417	Baldwin
07185	662	72-101085	HARCO, INC	Harco, Inc		N	Y	13 Shelton Beach Road		Saraland	AL	365712407	Mobile
07186	662	72-101085	HARCO, INC	Harco, Inc	K&B Plaza Shopping Center	N	Y	7301 Theodore-Dewees Road		Mobile	AL	365929134	Mobile
07187	662	72-101085	HARCO, INC	Harco, Inc	Shylone Plaza Shopping Center	N	Y	1971 Government Street		Mobile	AL	366061628	Mobile
07188	662	72-101085	HARCO, INC	Harco, Inc	West Gate Plaza Shopping Center	N	Y	2011 Springhill Avenue		Mobile	AL	366073326	Mobile
07189	662	72-101085	HARCO, INC	Harco, Inc	Airline Park Shopping Center	N	Y	6400 Airport Boulevard		Mobile	AL	366083702	Mobile
07190	662	72-101085	HARCO, INC	Harco, Inc	Wilshire Shopping Center	N	Y	6305 Cottage Hill Road		Mobile	AL	366093106	Mobile
07234	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Magnolia Shopping Center	N	Y	4011 Government Boulevard		Mobile	AL	366094727	Mobile
07235	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Metsaire Road Shopping Center	N	Y	5304 Overlook Road		Mobile	AL	366182331	Mobile
07237	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Oakwood Mall	N	Y	5440-A Highway 90 West		Mobile	AL	366194228	Mobile
07239	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Belle Meade Plaza Shopping Center	N	Y	6425 Airline Highway		Metairie	LA	700034434	Jefferson Parish
07242	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Kenner Plaza Shopping Center	N	Y	7060 Veterans Memorial Boulevard		Metairie	LA	700034431	Jefferson Parish
07243	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Marreno Shopping Center	N	Y	725 Veterans Memorial Boulevard		Metairie	LA	700052803	Jefferson Parish
07245	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	800 Metairie Road, Suite D		Metairie	LA	700054043	Jefferson Parish
07246	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	4936 Veterans Memorial Boulevard		Metairie	LA	700055222	Jefferson Parish
07247	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	4200 West Esplanade Avenue		Metairie	LA	700055918	Jefferson Parish
07248	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	1918 Esplanade		Metairie	LA	700211552	St. Bernard Parish
07249	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	497 Terry Parkway		Gretna	LA	700357449	St. Bernard Parish
07250	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	605 Lapalco Boulevard		Terrytown	LA	700624459	Jefferson Parish
07251	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	333 West Esplanade Avenue		Kenner	LA	700627880	Jefferson Parish
07252	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	3300 Williams Boulevard		Kenner	LA	700632344	Jefferson Parish
07253	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	160 Belle Terre Boulevard		Laplace	LA	700633803	Jefferson Parish
07254	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	12715 U.S. Highway 90, Suite K		Luling	LA	700643999	St. John/Bossier Parish
07255	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y	4535 Westbank Expressway		Marreno	LA	700709743	St. Charles Parish
07256	664	72-104360	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION		N	Y			Marreno	LA	700723120	Jefferson Parish

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owled	Lease	Address One	Address Two	City	State	Zip	County
07252	664	72-1043860	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Watwood Shopping Center	N	Y	5003 Laplace Boulevard		Marrero	LA	700724235	Jefferson Parish
07253	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1082 Wetbank Expressway		New Orleans	LA	700944713	Jefferson Parish
07255	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	3401 St. Charles Avenue		New Orleans	LA	701154235	Ouiana Parish
07257	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1131 South Canby Avenue		New Orleans	LA	701154235	Ouiana Parish
07258	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2402 SOUTH CARROLLTON AVE.		NEW ORLEANS	LA	701182023	Ouiana Parish
07259	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	7133 S. Charles Avenue		New Orleans	LA	701182023	Ouiana Parish
07260	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	3708 South Carrollton Avenue		New Orleans	LA	701182023	Ouiana Parish
07261	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2669 Canal Street		New Orleans	LA	701182023	Ouiana Parish
07262	664	72-1043860	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Watwood Shopping Center	N	Y	4115 Jefferson Highway		Jefferson	LA	701211533	Jefferson Parish
07263	664	72-1043860	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Watwood Shopping Center	N	Y	1500 Robert E. Lee Boulevard		New Orleans	LA	701222146	Ouiana Parish
07265	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	3100 Genilly Boulevard		New Orleans	LA	701223854	Ouiana Parish
07266	664	72-1043860	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Watwood Shopping Center	N	Y	8225 Jefferson Highway		Harahan	LA	701234515	Jefferson Parish
07268	664	72-1043860	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Watwood Shopping Center	N	Y	5201 Canal Boulevard		New Orleans	LA	701241711	Ouiana Parish
07269	664	72-1043860	K & B LOUISIANA CORPORATION	K & B LOUISIANA CORPORATION	Watwood Shopping Center	N	Y	760 Harrison Avenue		New Orleans	LA	701243156	Ouiana Parish
07271	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	4330 South Chalmette Avenue		New Orleans	LA	701255104	Ouiana Parish
07272	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	6600 Morrison Road		New Orleans	LA	701262704	Ouiana Parish
07273	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	7040 Road Boulevard		New Orleans	LA	701272232	Ouiana Parish
07274	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	5661 Chief Meneur Highway		New Orleans	LA	701283447	Ouiana Parish
07275	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	4350 General Boudier Drive		New Orleans	LA	701318643	Ouiana Parish
07276	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1623 St. Mary Street		New Orleans	LA	701318643	Ouiana Parish
07278	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1399A West Main Street		Thibodaux	LA	703164977	Lafourche Parish
07279	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1238 S. Charles Avenue		Hoona	LA	703492745	Terrebonne Parish
07280	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	5953 West Park Avenue, Suite 1043		Hoona	LA	703492745	Terrebonne Parish
07281	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1237 Grand Calitow Road		Hoona	LA	703492745	Terrebonne Parish
07282	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1233 North Victor II Blvd.		Morgan City	LA	703801327	St. Mary Parish
07283	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1301 Highway 90 East		Morgan City	LA	703801327	St. Mary Parish
07284	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2700 West Thomas Street		Hammond	LA	704012839	Tangipahoa Parish
07285	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2000 S. W. Railroad Avenue		Hammond	LA	704036100	Tangipahoa Parish
07286	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	320 Cumberland Street		Hammond	LA	704036100	Tangipahoa Parish
07287	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1200 Business 190, Suite #1		Bogalusa	LA	704332779	Washington Parish
07288	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1816 North Caseyway		Conville	LA	704483122	St. Tammany Parish
07289	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1500 Boulevard, West		Mandeville	LA	704483122	St. Tammany Parish
07290	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2090 Highway 90 East		Shidell	LA	704615431	St. Tammany Parish
07291	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2252 Ambassador Caffery Parkway		Shidell	LA	704615431	St. Tammany Parish
07292	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	4710 Johnson Street	141 CASTILLE AVENUE	Lafayette	LA	705013705	Lafayette Parish
07293	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2490 West Congress Street		Lafayette	LA	705013705	Lafayette Parish
07294	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	4510 Ambassador Caffery Parkway		Lafayette	LA	705013705	Lafayette Parish
07297	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2011 Pinhook Road		Lafayette	LA	705065549	Lafayette Parish
07299	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2250 Veterans Memorial Drive		Lafayette	LA	705086931	Lafayette Parish
07300	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2016 North Parkerson Avenue		Lafayette	LA	705086931	Lafayette Parish
07301	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2200 West Laurel Street		Abbeville	LA	705103199	Vermilion Parish
07302	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1208 Elton Road		Crowley	LA	705262336	Acadia Parish
07303	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1150 West St. Peter Street		Emerize	LA	705352998	St. Landry Parish
07304	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1240 Heather Drive		Jennings	LA	705464136	Jefferson Davis Parish
07305	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	3064 Highway 14		New Iberia	LA	705601558	Iberia Parish
07306	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	115 West McNeese Street		Opelousas	LA	705603920	Iberia Parish
07308	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	3208 East Napoleon Street		Opelousas	LA	705707712	St. Landry Parish
07311	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	3433 Government Street		Opelousas	LA	706016960	St. Landry Parish
07312	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	3080 College Drive		Lake Charles	LA	706055635	Calcasieu Parish
07314	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	9031 Siegen Lane		Lake Charles	LA	706055635	Calcasieu Parish
07315	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	12308 Plank Road		Desham Springs	LA	706633654	Livingston Parish
07316	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	11080 Greenwell Springs		Baton Rouge	LA	707262116	East Baton Rouge Parish
07317	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	2132 Sherwood Forest Boulevard		Baton Rouge	LA	708065717	East Baton Rouge Parish
07318	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	1029 Millerville Road		Baton Rouge	LA	708101951	East Baton Rouge Parish
07319	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	6586 Jones Creek Road		Baton Rouge	LA	708110371	East Baton Rouge Parish
07320	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	807 Home Road		Baton Rouge	LA	708110371	East Baton Rouge Parish
07321	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y	5711 Yearous Drive		Baton Rouge	LA	708110371	East Baton Rouge Parish
07322	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y			Baton Rouge	LA	708142912	East Baton Rouge Parish
07323	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y			Baton Rouge	LA	708152014	East Baton Rouge Parish
07324	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y			Baton Rouge	LA	708152014	East Baton Rouge Parish
07325	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y			Baton Rouge	LA	708168327	East Baton Rouge Parish
07326	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y			Baton Rouge	LA	708161229	East Baton Rouge Parish
07327	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y			Baton Rouge	LA	708170023	East Baton Rouge Parish
07328	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y			Minidien	LA	710553021	Webster Parish
07329	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation	Watwood Shopping Center	N	Y			Shreveport	LA	711954216	Caddo Parish



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
00223	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	432 South Lehigh Avenue		Frankville	PA	17911214	Schuylkill
00224	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	Route 29, Suite 13		Uniontown	PA	16157809	York
00225	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	318 North Street		Philadelphia	PA	19134231	Philadelphia
00226	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	338 East Liberty Avenue		Philadelphia	PA	19134231	Philadelphia
00227	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	200 Lincoln Way		Greencastle	PA	17223106	Franklin
00228	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	4015 Lincoln Way East		Greencastle	PA	17223106	Franklin
00229	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	7649 Lake Raystown Shopping Center		Huntingdon	PA	16639802	Huntingdon
00245	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	726 Market Street		Philadelphia	PA	191062312	Philadelphia
00246	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	1 Cumberland Street		Lebanon	PA	170425491	Lebanon
00247	651	23-1730114	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	337 West Chocolate Avenue		Hershey	PA	170331636	Dauphin
00253	653	53-0125212	KEYSTONE CENTERS, INC.	Rite Aid of Pennsylvania, Inc.	Groundhog Plaza	N	Y	1335 Chestnut Street		Philadelphia	PA	191022501	Philadelphia
02309	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	203 North Front Street		Punxsutawney	PA	157672133	Jefferson
02310	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	1012 West Sylvanville Avenue		Toledo	OH	436121702	Lucas
02313	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	210 Main Street	Suite 310	Napoleon	OH	436032056	Lucas
02314	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	1252 North Scott Street		Napoleon	OH	436091241	Henry
02316	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	1719 Broadway		Toledo	OH	436061405	Lucas
02317	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	3011 West Central Avenue		Toledo	OH	436061405	Lucas
02318	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	311 Farmers Street		Toledo	OH	43615962	Lucas
02319	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	524 State Street		Toledo	OH	43615962	Lucas
02320	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	505 West Market Street		Lima	OH	458014517	Allen
02321	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	113 North Countyline Street		Fostoria	OH	448301766	Seneca
02326	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	3358 Glendale Avenue		Toledo	OH	436148425	Lucas
02331	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Groundhog Plaza	N	Y	142 East South Boundary		Perrysburg	OH	435512527	Wood
02337	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	4838 Summit Street		Toledo	OH	436112867	Lucas
02339	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	150 Navarre Avenue		Oregon	OH	436163394	Lucas
02340	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Waverly Plaza	N	Y	5033 Sudler Avenue		Toledo	OH	436111458	Lucas
02341	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Waverly Plaza	N	Y	2454 West Lankey Road		Toledo	OH	436133504	Lucas
02343	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	5619 North Main Street		Sylvanville	OH	435601929	Lucas
02344	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Waverly Plaza	N	Y	1510 South McCord Road		Holland	OH	433284969	Lucas
02346	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Waverly Plaza	N	Y	810 East Main Street		Toledo	OH	436081471	Lucas
02347	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Waverly Plaza	N	Y	844 North Street		Weyman	OH	435061543	Williams
02348	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	240 West North Avenue		Weyman	OH	435061543	Williams
02351	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	1816 East Second Street		Defiance	OH	438012819	Defiance
02353	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	1330 Michigan Avenue		Weserve	OH	435601901	Lucas
02354	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Waverly Plaza	N	Y	4018 North McCord Road		Sylvania	OH	435603264	Lucas
02355	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Waverly Plaza	N	Y	105 West Airport Highway		Swanton	OH	435581410	Fulton
02357	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	120 North Madison Avenue		Salem	OH	444602439	Columbiana
02359	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	2017 Broad Avenue		Salem	OH	458460249	Hancock
02360	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	429 West Church Street		Findlay	OH	433511038	Wayne
02363	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	131 South Detroit Street		Upper Sandusky	OH	433261902	Hardin
02364	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	1058 Bellefontaine Avenue		Defiance	OH	435129785	Defiance
02367	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	166 West Court		Lima	OH	438042874	Allen
02369	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Waverly Plaza	N	Y	1058 North Williams Street		Swirey	OH	438795270	Richland
02373	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Waverly Plaza	N	Y	2158 North State Route 31		Paulding	OH	434501251	Paulding
02375	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Waverly Plaza	N	Y	925 West Park Street		Eric	PA	162945353	Eric
02376	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Pennsylvania, Inc.	Summit Plaza	N	Y	5039 1/2 Park Street		Eric	PA	162945353	Eric
02380	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Pennsylvania, Inc.	Summit Plaza	N	Y	975 Market Street		Medville	PA	163183154	Concord
02381	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Liberty Plaza	N	Y	163 West Liberty Street		Eric	PA	165002326	Eric
02387	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Liberty Plaza	N	Y	2103 Tuscarawas Avenue		Canon	PA	165002326	Eric
02388	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Liberty Plaza	N	Y	3030 Market Avenue, N.E.		Canon	OH	447078864	Stark
02389	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Liberty Plaza	N	Y	3720 West Tuscarawas Street		Canon	OH	447141428	Stark
02390	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Liberty Plaza	N	Y	3635 Lincoln Way East		Canon	OH	447085619	Stark
02392	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Liberty Plaza	N	Y	566 N. W. Walsh Avenue		Massillon	OH	446463709	Stark
02393	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Liberty Plaza	N	Y	2220 South Locust Street		New Philadelphia	OH	446634144	Tuscarawas
02394	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Liberty Plaza	N	Y	311 North Selzer Street		Canal Fulton	OH	446148406	Stark
02395	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Liberty Plaza	N	Y	1075 Ashland Road		Crestline	OH	448271404	Crawford
02396	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Liberty Plaza	N	Y	901 East Main Street		Barnesville	OH	449052156	Richland
02397	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Liberty Plaza	N	Y	1211 West Clearmont Street		Barnesville	OH	437131483	Richland
02398	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Liberty Plaza	N	Y	166 South Lincoln Way		Ashland	OH	446578927	Ashland
02399	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Liberty Plaza	N	Y	700 South Main Street		Minerva	OH	446578927	Stark
02400	653	53-0125212	LANE DRUG COMPANY	Rite Aid of Ohio, Inc.	Liberty Plaza	N	Y	1893 West State Street		North Canton	OH	446578927	Stark
02401	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Liberty Plaza	N	Y	100 West Main Street		North Canton	OH	446578927	Stark
02402	653	53-0125212	LANE DRUG COMPANY	The Lane Drug Company	Liberty Plaza	N	Y	100 West Main Street		Louisville	OH	446411236	Stark





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
04364	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	4007 Fehlan Street		Dearborn Heights	MI	481251100	Wayne
04365	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	University Shopping Center	N	Y	1970 Southfield Road		Dearborn	MI	481692276	Wayne
04366	655	38-0947300	PERRY DRUG STORES, INC.	Perry Drug Stores, Inc.		N	Y	9152 Telegraph Road		Lincoln Park	MI	481692276	Wayne
04367	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1077 Wadsworth		Ann Arbor	MI	481081411	Washtenaw
04368	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1077 Wadsworth	Suite A	Grosse Pointe	MI	482365618	Wayne
04369	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Battle Creek Plaza	N	Y	30 East Columbia Avenue		Battle Creek	MI	490155104	Calhoun
04370	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Lakeland Village	N	Y	33201 Marier Road		Farmington Hills	MI	480324209	Oakland
04371	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2220 South Woodward Avenue		Bloomfield Hills	MI	483041650	Oakland
04372	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1341 North Wright Avenue		Alma	MI	488011134	Grenoble
04373	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Renaissance Plaza	N	Y	500 North Port Crescent		Mad Axe	MI	484131209	Huron
04374	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	300 West Carleton Road		Hillside	MI	492421048	Hillsdale
04375	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2301 East 12 Mile Road		Hazen Park	MI	480301703	Oakland
04376	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	2297 18 Mile Road		Warren	MI	480925642	Macomb
04377	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	11585 East 12 Mile Road		Sterling Heights	MI	483143707	Macomb
04378	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	12 Hoover Shopping Center	N	Y	31340 Greenbeck Highway		Warren	MI	480932645	Macomb
04379	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Fraser Shopping Center	N	Y	8607 Rose Parks Boulevard		Fraser	MI	480263004	Macomb
04380	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Virginia Park	N	Y	973 South Washington Avenue		Detroit	MI	480682201	Wayne
04381	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	30 28th Street, S.W.		Holland	MI	480293228	Washtenaw
04382	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	44800 West Division Avenue		Ypsilanti	MI	480981065	Washtenaw
04383	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	44800 West Division Avenue (New Lease)		Ypsilanti	MI	480981065	Washtenaw
04384	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Northtown Shopping Center	N	Y	3500 Plainfield Avenue, N.E.		Utica	MI	483175479	Macomb
04385	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Jackson Plaza	N	Y	10896 North Wagner Street		Jackson	MI	495052719	Kent
04386	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	6791 Cascade Road, S.E.		Roseville	MI	490263143	Jackson
04387	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	3177 Fenton Road		Roseville	MI	480664436	Macomb
04388	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Devotion Shopping Center	N	Y	841 South State Street		Casselle	MI	495071554	Kent
04389	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Schwartz Creek Plaza	N	Y	9110 Millier Road		Devotion	MI	484731146	Genesee
04390	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Grand Blanc Shopping Center	N	Y	11609 South Saginaw		Flint	MI	484391354	Genesee
04391	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	4512 Cornelia Road		Flint	MI	485324162	Genesee
04392	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Hansely Brothers Plaza	N	Y	1561C East Pierson		Flint	MI	484331886	Genesee
04393	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Goodrich Plaza Shopping Center	N	Y	8169 South State Road		Flint	MI	484331886	Genesee
04394	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	4515 Mount Morris Road		Goodrich	MI	484331886	Genesee
04395	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Bloomfield Commons	N	Y	4515 Mount Morris Road		Goodrich	MI	484331886	Genesee
04396	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Meadowbrook Plaza	N	Y	5855 North Maple Road		Goodrich	MI	484331886	Genesee
04397	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	5855 North Maple Road		Goodrich	MI	484331886	Genesee
04398	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Park Phase Plaza	N	Y	625 North State Street		Bloomfield Hills	MI	480181425	Oakland
04399	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Northtown Square	N	Y	1119 Fort Street		Troy	MI	480681425	Oakland
04400	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	730 Seminole Road		Caro	MI	487231543	Tuscola
04401	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	316 West Necessing Street		Lincoln Park	MI	481467802	Wayne
04402	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	27474 Grand River		Mustkegon	MI	494414722	Lapeer
04403	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Fenton Hill Shopping Center	N	Y	5736 North Middlebell Road		Lapeer	MI	484621449	Lapeer
04404	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	G-5546 Fenton Road		Livonia	MI	481524432	Wayne
04405	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	11630 Greenfield Road		Livonia	MI	481352456	Wayne
04406	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	4350 Dixie Highway		Garden City	MI	485074031	Genesee
04407	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	3240 Orchard Lake Road		Flint	MI	482272019	Genesee
04408	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Orchard Commons	N	Y	3700 West Saginaw Highway		Waterford	MI	483293151	Oakland
04409	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Edgemont Shopping Center	N	Y	3456 East Jefferson Avenue		Waterford	MI	483241633	Oakland
04410	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Harbortown	N	Y	3050 Union Lake Road		Lansing	MI	489172009	Ingham
04411	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1218 North State Street		Detroit	MI	483024838	Oakland
04412	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Commerce Town Center	N	Y	9213 Joseph Campus Street		Union Lake	MI	483241244	Oakland
04413	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Abner's Shopping Center	N	Y	22621 Grand Avenue		Glewin	MI	482127300	Wayne
04414	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Town Center	N	Y	628 North Main Street		Hamtramck	MI	480212300	Wayne
04415	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	East Brooke Commons	N	Y	1202 North Main Street		Hamtramck	MI	480212300	Wayne
04416	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	12014 South Division Street		Royal Oak	MI	480691377	Oakland
04417	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	13939 Livernois Avenue		Warren	MI	480953367	Macomb
04418	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	U.S. Rt. 23 And Michigan Rt. 55		Traverse City	MI	496444626	Grand Traverse
04419	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	317 North Madison		Detroit	MI	482382519	Wayne
04420	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	720 South Main Street		Detroit	MI	482382519	Wayne
04421	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	309 North Main Street		West Branch	MI	486611131	Ogemaw
04422	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	11707 Whitmer Street		Mt. Pleasant	MI	488581897	Labolla
04423	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y	1733 Spring Arbor Road		Franklin	MI	496012512	Westford
04424	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Spring Arbor Shopping Center	N	Y	46856 Hayes Road		Franklin	MI	487341115	Saginaw
04425	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Orchard Plaza	N	Y			Detroit	MI	482241537	Wayne
04426	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.	Breckridge Square	N	Y			Jackson	MI	492037701	Wayne
04427	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Farmington Hills	MI	483341402	Oakland
04428	655	38-0947300	PERRY DRUG STORES, INC.	Rite Aid of Michigan, Inc.		N	Y			Mt. Clemens	MI	480444730	Macomb

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
04594	655	38-0947300	PERRY DRUG STORES, INC.	Perry Drug Stores, Inc.	McLaren Medical Center	N	Y	2420 Owen Road		Fenton	MI	484301769
04346	656	35-1799950	RDS DETROIT, INC.	Aper Drug Stores, Inc.		N	Y	6117 West Venor Highway		Dearborn	MI	482920961
04402	656	35-1799950	RDS DETROIT, INC.	Perry Drug Stores, Inc.		N	Y	3811 Telegraph Road		Troy	MI	481801214
04411	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	4110 East 9 Mile Road		Warren	MI	480911192
04416	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	2080 West 7 Mile Road		Warren	MI	480911192
04420	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	19156 Telegraph Road		Warren	MI	483132528
04433	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	19156 Telegraph Road		Warren	MI	483132528
04464	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	13240 East Jefferson Avenue		Detroit	MI	482132704
04500	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	14101 Woodward Avenue		HIGHLAND PARK	MI	482032910
04522	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	25100 Harper Avenue		Berkley	MI	480721414
04543	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	13500 Fort Street		St. Clair Shores	MI	480812207
04545	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	22501 Michigan Avenue		Southgate	MI	481935151
04546	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	165 Maple Street		Dearborn	MI	481242193
04547	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.		N	Y	1075 West 14 Mile Road		Wyandotte	MI	481935927
04548	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.	Clawson Shopping Center	N	Y	25922 Middlebrook Road		Clewon	MI	480171407
04549	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.	Mid Eleven Shopping Center	N	Y	25922 Middlebrook Road		SOUTHFIELD	MI	480324592
04550	656	35-1799950	RDS DETROIT, INC.	Rite Aid of Michigan, Inc.	New-Five Plaza	N	Y	37681 Five Mile Road		Farmington	MI	483361447
04553	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of Pennsylvania, Inc.		N	Y	4011 Cottman Avenue		Livonia	MI	481541543
04555	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of Pennsylvania, Inc.		N	Y	6430 Center Avenue		Livonia	MI	481541543
04564	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	462 Fifth Avenue		Philadelphia	PA	191492737
04565	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	4220 Liberty Avenue		Brooklyn	NY	112194004
04572	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	5795 Chevier Road		Brooklyn	NY	1141586120
04582	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of Ohio, Inc.	Del-Ton Plaza	N	Y	3085 East Trenton Street		Cincinnati	OH	452426223
04645	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of Ohio, Inc.		N	Y	2075 North Court Street		Medina	OH	442562201
04665	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	2750 Boston Road		Bronx	NY	104615720
04674	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	3950 Union Road		Bronx	NY	104694127
04707	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	47-07 Broadway		Queens	NY	142234252
04711	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	408 Grand Street		Queens	NY	111031629
04799	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	1380 Rockaway Parkway		Brooklyn	NY	112362322
04805	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	33-01 to 33-11 30th Avenue		Brooklyn	NY	112362322
04809	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	222-14 Linden Boulevard		Brooklyn	NY	112362322
04845	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.	Cambria Heights	N	Y	3901 White Plains Road		Queens	NY	114111606
04849	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	1242 Liberty Avenue		Queens	NY	104693017
04850	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of New York, Inc.		N	Y	3046-44 Eastchester Road		Queens Park	NY	114171044
04853	652	23-2325476	RITE AID DRUG PALACE, INC.	Rite Aid of Connecticut, Inc.	School Street Plaza	N	Y	870 Ellington Road		Bronx	NY	104693202
04854	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	167 Maple Square Mall		East Hartford	CT	061081129
04855	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	1085 Main Street		New Haven	CT	065101129
04856	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	25 SOUTH MAIN STREET		New Haven	CT	064892925
04857	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	605 North Colony Road		Bridgeport	CT	066044403
04858	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	4 Main Street		Waterbury	CT	070610111
04859	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	75 Boston Post Road		Waterbury	CT	064012503
04860	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	1271 Main Street		Waterbury	CT	063852423
04861	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	112 Quinipiac Avenue		Waterbury	CT	067933107
04862	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	151 Highland Avenue		North Haven	CT	064733624
04863	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Stop N Shop Plaza	N	Y	335 Center Street		Cheshire	CT	064102520
04864	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	104-108 Boston Avenue		Manchester	CT	066040322
04865	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Shoppers Plaza	N	Y	311 West Street, Route 202		Bridgeport	CT	066101604
04866	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Edwards Supermarket Plaza	N	Y	56 Rubber Avenue		Litchfield	CT	067591204
04867	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Stop Rite Plaza	N	Y	2725 Main Street		Meriden	CT	064504063
04868	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	30 Germantown Road		Meriden	CT	067704136
04869	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	430-A North Main Street		Meriden	CT	060332023
04870	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	92 Willow Street		Danbury	CT	068104923
04871	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	51 Westport Avenue		Torrington	CT	067905361
04872	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	14 Main Street		Torrington	CT	068152007
04873	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	72 Elm Street		Torrington	CT	065163110
04874	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	325 Ferry Street		Torrington	CT	065163110
04875	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Everybody's Shopping Center	N	Y	230 Allen Street		New Haven	CT	06513702
04876	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Allen Street Plaza	N	Y	1030 Wilcox Street		New Britain	CT	062531019
04877	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	200 Old New Hartford Road		Waterbury	CT	067031316
04878	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Ledgebrook Plaza	N	Y	1310 Main Street		Wanted	CT	060982004
04879	652	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y			Willimantic	CT	062261910

P O Box 1204

P O Box 14

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
02502	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Upper Albany Plaza	N	Y	80-82 West Street		Danbury	CT	06810	Danbury
02566	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	South Shore Plaza	N	Y	1560 Boston Post Road		Milford	CT	06460	Milford
02737	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	277 Fairfield Avenue		Waterbury	CT	06705	Waterbury
02738	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	495 South Main Street		Waterbury	CT	06705	Waterbury
02801	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	190 Main Street	2969 Main Street	Bridport	CT	06710	Bridport
03062	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	120 Albany Avenue		Bridport	CT	06710	Bridport
03124	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	415 Franklin Avenue		East Haven	CT	06122	East Haven
03440	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.		N	Y	670 Cox Avenue		East Haven	CT	06122	East Haven
03513	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Big Y Shopping Center	N	Y	80-82 Prospect Street		Stamford	CT	06901	Stamford
04169	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Park & Shop Shopping Center	N	Y	190 East Avenue		Stamford	CT	06901	Stamford
04566	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	F&N Shopping Center	N	Y	60 Whalley Avenue		Norwalk	CT	06851	Norwalk
04620	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Maple Street Shopping Center	N	Y	1060 East Main Street		New Haven	CT	06511	New Haven
04687	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Maple Street Shopping Center	N	Y	1805 North Main Street		New Haven	CT	06511	New Haven
04759	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Maple Street Shopping Center	N	Y	744 Wolcott Road		Waterbury	CT	06704	Waterbury
04772	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Maple Street Shopping Center	N	Y	52 East Street		Waterbury	CT	06704	Waterbury
04778	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Maple Street Shopping Center	N	Y	88 West Stafford Road		Plainville	CT	06062	Plainville
04952	607	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Maple Street Shopping Center	N	Y	71 Palomba Drive		Sturford Springs	CT	06092	Sturford Springs
00129	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	588 Main Street		East Haven	CT	06512	East Haven
00131	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	222A Tolland Turnpike		New Britain	CT	06540	New Britain
00134	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	203 Ethron Road		New Britain	CT	06540	New Britain
00139	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	173 Danbury Road		New Britain	CT	06540	New Britain
00141	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	209 New Castle Avenue		New Castle	DE	19720	New Castle
00142	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	2096 North Road		New Castle	DE	19720	New Castle
00143	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	801 Market Street		Wilmington	DE	19810	Wilmington
00144	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	1718 Marsh Road		Wilmington	DE	19810	Wilmington
00158	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	1608 Pulaski Highway		Wilmington	DE	19804	Wilmington
01751	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	1602 Kirtwood Highway		Newark	DE	19702	Newark
01782	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	800 West 4th Street		Newark	DE	19801	Newark
01793	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	400 Peoples Plaza		Newark	DE	19801	Newark
03748	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	3801 North Market Street		Wilmington	DE	19802	Wilmington
03749	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	2511 West 4th Street		Wilmington	DE	19802	Wilmington
03750	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	1580 South Dupont Highway		Dover	DE	19905	Dover
04910	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	694 North Dupont Boulevard		Milford	DE	19961	Milford
04911	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	41 Greencrest Drive		Milford	DE	19961	Milford
04912	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	1400 North Dupont Plaza		Milford	DE	19961	Milford
04913	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	444 Sycamore Road		Schleyville	DE	19944	Schleyville
04914	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	1120 South Central Avenue		Levittown	DE	19956	Levittown
04915	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	RFD #1, Box 4085-B		Levittown	DE	19956	Levittown
04916	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	2 Nanticoke Crossing Plaza		Levittown	DE	19956	Levittown
04917	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	9 Georgetown Plaza		Levittown	DE	19969	Levittown
04923	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	219 Atlantic Avenue		Georgetown	DE	19947	Georgetown
04924	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	233 East DuPont Highway		Georgetown	DE	19947	Georgetown
04925	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	17098 South DuPont Highway		Georgetown	DE	19961	Georgetown
04926	608	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.	Maple Street Shopping Center	N	Y	1059 Walker Road		Georgetown	DE	19961	Georgetown
01428	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	512 Middletown Warwick Road		Hamlet	GA	30833	Hamlet
01443	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	303 West Ogeechee Street		Hamlet	GA	30833	Hamlet
01444	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	502 Broad Street, N.E.		Hamlet	GA	30833	Hamlet
01449	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	730 South Lewis Street		Hamlet	GA	30432	Hamlet
01502	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	1038 West Highway 80		Hamlet	GA	30432	Hamlet
01559	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	200 North Second Street		Hamlet	GA	31222	Hamlet
01572	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	303 West Main Street		Hamlet	GA	31222	Hamlet
01585	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	408 North Oak Street		Hamlet	GA	31634	Hamlet
01604	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	811 West Oak Street		Hamlet	GA	31634	Hamlet
01629	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	202 North Main Street		Hamlet	GA	31651	Hamlet
01631	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	301 South Broad Street		Hamlet	GA	31651	Hamlet
01638	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	74 North Scott Street		Hamlet	GA	31725	Hamlet
01642	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	819 Peachtree Street		Hamlet	GA	31701	Hamlet
01649	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	100 South Highway 1-29		Hamlet	GA	30431	Hamlet
01669	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	402 South Davis Street		Hamlet	GA	30230	Hamlet
01671	611	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.	Hamlet Shopping Center	N	Y	1103-1107 West Screven Street		Hamlet	GA	31632	Hamlet



RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Cart No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip
0215	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	Highway 163 South	163 South Calina Road	Tompkinsville	KY	421629748
0143	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Forest Hills Plaza	N	Y	2300 Highway 15		Whitesburg	KY	418387413
0167	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	500 West Mountain Parkway		Princetonburg	KY	416331604
0166	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	1019 Cumberland Falls Road		Carrollton	KY	407012735
0167	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	1501 North Pine Street		Corbin	KY	417598637
0173	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	100 South Camp Malone Boulevard		Corbin	KY	417598637
0174	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	1030 (1040) Richmond Street		Corbin	KY	417598637
0175	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	933 Blackburn Avenue		Madisonville	KY	404562307
0177	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	275 Prestonburg Street		Madisonville	KY	411014503
0181	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	125 North Main Street		West Liberty	KY	414721135
0190	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Westview Shopping Center	N	Y	125 North Main Street	P.O. Box 278	Stanton	KY	403802174
0195	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Lincoln Heritage Plaza	N	Y	U.S. Route 60 & Route 2	P.O. Box 1328	Olive Hill	KY	411641328
0235	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Bucklink Plaza	N	Y	805 Bardonsville Road		Springfield	KY	426021602
0239	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Highlands Plaza	N	Y	Route 1056	Suite 1	McCarr	KY	400691513
0240	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	U-Save Plaza	N	Y	721 University Drive	P.O. Box 187	Prestonburg	KY	415631801
0249	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	108 Beary Road	P.O. Box 910	Whitley City	KY	426330950
0257	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Hyden Mall	N	Y	HC 67, P.O. Box 1665		Hyden	KY	417491665
0258	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	603 Columbia Highway		Greensburg	KY	427431115
0259	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	1801 West Main Avenue		Green	KY	427431115
0260	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	610 River Ridge Boulevard		Green	KY	427431115
0261	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Shoppes at Taylor Mill	N	Y	5024 Old Taylor Mill Road		Brooksville	KY	401081726
0262	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Palomar Center	N	Y	3735 Palomar Center Drive		Taylor Mill	KY	410152053
0263	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	Main Street	P.O. Box 1476	Lexington	KY	405131351
0264	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	320 North Main Street		Lexington	KY	415371476
0265	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Shawnee Center	N	Y	201 South Main Street		Russellville	KY	422761744
0266	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Western Gateway Center	N	Y	1735 Scherm Road		Greensboro	KY	423451507
0267	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	1901 Russellville Road		Greensboro	KY	423015972
0268	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	508 West Dixie Avenue		Bowling Green	KY	427012437
0269	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Kimberly Square Shopping Center	N	Y	951 South Main Street		Elizabethtown	KY	427012437
0270	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Ridgely Shopping Center	N	Y	340 Versailles Center		Nicholasville	KY	403521511
0271	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	100 West Fifth Street		Danville	KY	404222464
0272	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	143 North Wallace Wilkinson Boulevard		Versailles	KY	403831491
0273	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	31 Big Hill Drive		Dyers Cove	KY	427491138
0274	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	205 G.L. Smith Street		Newsumero	KY	427491138
0275	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	59 Kentucky Highway 15 North		Newsumero	KY	427491138
0276	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	219 Glasgow Road		Liberty	KY	410701015
0277	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	815 East Main Street		Liberty	KY	410701015
0278	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	Highway 421 North		Liberty	KY	410701015
0279	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	612 West Stockton Street		Beattyville	KY	413118943
0280	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	5571 Collins Highway		Morganstown	KY	422619413
0281	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	130 West Loudon Avenue		Jackson	KY	427179696
0282	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	600 North Main Street		Burkesville	KY	427179696
0283	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	2440 New Hartford Road		Lincoln	KY	404470667
0284	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	115 State Route 81 North		McKee	KY	421299458
0285	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	100 South Street		McKee	KY	421299458
0286	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	1638 Second Street		Metcalfe	KY	415600700
0287	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Airport Gardens/Grand View Plaza	N	Y	86 Madison Square		Robinson Creek	KY	405081412
0288	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.	Eastgate Shopping Center	N	Y	408 North Morgan Street		Lexington	KY	427659424
0289	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	1200 North Street		Lexington	KY	427659424
0290	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	426 Village Lane		Manterville	KY	405081412
0291	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	224 South Main Street		Manterville	KY	405081412
0292	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	205 West Park		Manterville	KY	405081412
0293	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	2135 Argillite		Manterville	KY	405081412
0294	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	9531 U.S. Highway 42		Owensboro	KY	423031311
0295	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y	194 Frankfort Road		Owensboro	KY	423031311
0296	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y		P.O. Box 312	Dayton	KY	410741112
0297	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0298	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0299	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0300	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0301	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0302	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0303	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0304	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0305	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0306	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0307	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0308	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0309	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0310	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0311	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0312	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0313	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0314	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0315	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0316	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0317	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0318	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0319	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0320	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0321	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0322	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0323	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0324	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0325	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0326	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0327	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0328	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0329	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536
0330	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		N	Y			Dayton	KY	403511536

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
03910	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Chevy Chase Shopping Center	N	Y	878 East High Street		Lexington	KY	40502115	Fayette
03911	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Garden Side Shopping Center	N	Y	69 Earland Shopping Center		Lexington	KY	40504124	Fayette
03912	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Pura Village Shopping Center	N	Y	1742 Alexandra Drive		Lexington	KY	40504124	Fayette
03913	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Tradeville Shopping Center	N	Y	224 Bypass Road		Paris	KY	40361122	Boone
03914	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Manchester Square Shopping Center	N	Y	270 South Highway 27	Suite 10	Manchester	KY	42501360	Pulaski
03915	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Carriage Gate Shopping Center	N	Y	836 Bonyon Bly Pass		Richmond	KY	40962007	Clay
03916	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Bluegrass Center	N	Y	HC24 Area 1048		Richmond	KY	40425269	Madison
03917	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Laudonville Shopping Center	N	Y	1160 U.S. Highway 68		Mayvill	KY	40961106	Knox
03918	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Winchester Plaza	N	Y	3349 Tates Creek Road		Lexington	KY	41056126	Mason
03919	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Mall	N	Y	12 Winchester Road		Lexington	KY	4045023409	Fayette
03920	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Carmaby Square Shopping Center	N	Y	517 North Green Street		Lexington	KY	404752330	Madison
03921	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Eastwood Shopping Center	N	Y	839 South Main Street		Lexington	KY	403911143	Clark
03922	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Imperial Plaza	N	Y	204 Park Avenue		Lexington	KY	424202947	Henderson
03923	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Park Hills Shopping Center	N	Y	101 Eastwood Shopping Center		Lexington	KY	407411996	Laurel
03924	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Tates Creek Center	N	Y	395 Walter Avenue		Lexington	KY	410089513	Camell
03925	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Mid City Shopping Center	N	Y	3120-2 Pinlico Highway		Lexington	KY	410089513	Camell
03926	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Westchase Shopping Center	N	Y	115 Rains Creek Road		Lexington	KY	40364204	Fayette
03927	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Shawnee Shopping Center	N	Y	1256 Bardstown Road		Lexington	KY	40317057	Fayette
03928	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Gardiner Lane Shopping Center	N	Y	224 Army Avenue		Louisville	KY	415277063	Pike
03929	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	#1 Is Owned #2 Is Ground Lease	N	Y	409 West Oak Street		Louisville	KY	402811751	Jefferson
03930	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Oldham Plaza Center	N	Y	3731 Lexington Road		Louisville	KY	40212252	Jefferson
03931	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Shepherdsville Square	N	Y	3100 Taylor Boulevard		Louisville	KY	402633001	Jefferson
03932	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Westport Plaza Shopping Center	N	Y	3012 Bardstown Road		Louisville	KY	402152603	Jefferson
03933	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Blitzer Street Shopping Center	N	Y	3804 Brownsboro Road		Louisville	KY	402053020	Jefferson
03934	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Market Office	N	Y	4000 Taylorsville Road (#1 Leased/#2 Own)		Louisville	KY	402071822	Jefferson
03935	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	4315 Cane Run Road (Ground Lease)		Louisville	KY	402201902	Jefferson
03936	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Falmouth Shopping Center	N	Y	7118 Southside Dr (#1 Leased - #2 Owned)		Louisville	KY	402143660	Jefferson
03937	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	501 Bardstown Road		Louisville	KY	402152366	Jefferson
03938	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Falmouth Shopping Center	N	Y	408 South 1st Street		Louisville	KY	402191910	Jefferson
03939	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	944 High Street		Louisville	KY	402132366	Jefferson
03940	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	944 High Street		Louisville	KY	402132366	Jefferson
03941	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	445 High Street 44 East		Louisville	KY	40216264	Jefferson
03942	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	5615 Outer Loop		Louisville	KY	401502119	Bullitt
03943	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	113 Franklin Square Shopping Center		Louisville	KY	402194153	Jefferson
03944	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	1078 North Main Street		Louisville	KY	402195205	Jefferson
03945	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	4838 Poplar Level Road		Louisville	KY	406014383	Franklin
03946	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	2025 Lestown Road		Louisville	KY	426331902	Wayne
03947	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	936 Brighton Avenue		Louisville	KY	402132904	Jefferson
03948	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	37 East Main Street		Louisville	KY	403110000	Fayette
03949	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	3 Hudson Avenue		Louisville	KY	404102104	Cumberland
03950	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	65 East Main Street		Louisville	KY	404430000	Pizzataquit
03951	618	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc	Levinston Plaza	N	Y	290 Congress Street		Louisville	KY	044430000	Pizzataquit
03952	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	Route 1		Portland	ME	041033237	Arrochook
03953	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	422 Wilson Street		Portland	ME	041033237	Cumberland
03954	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	51 Market Street		Portland	ME	041214115	Penobscot
03955	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	85 Dublin Street		Portland	ME	041083617	Cumberland
03956	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	150 High Street		Portland	ME	046541308	Washington
03957	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	260 High Street		Portland	ME	040631010	York
03958	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	81 Main Street		Portland	ME	046631716	Hancock
03959	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	226 Union Street		Portland	ME	042541510	Androscoggin
03960	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	188 Spring Street		Portland	ME	046301312	Penobscot
03961	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	51 South Main Street		Portland	ME	044681535	Penobscot
03962	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc	Levinston Plaza	N	Y	713 Broadway		Portland	ME	044013225	Penobscot

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip
0257	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	76 State Street		Augusta	ME	043305127
0258	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	713 Congress Street, West		Portland	ME	041023303
0259	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	36 Moosehead Trail		Newport	ME	049539802
0300	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	410 Main Street		Leviston	ME	042407025
0301	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	89 State Street		Bangor	ME	046103373
0302	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	478 Route 1		York	ME	039091148
0303	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	127 Long Sands Road		York	ME	043304317
0304	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	7 North Belfast Avenue	P. O. Box 97	Kennebunk	ME	040431659
0305	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	61 Union Street		Auburn	ME	042105447
0306	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	123 Main Street		Damariscotta	ME	045339801
0307	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	133 Main Street		Fairfield	ME	049371120
0308	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	Route 196		Lisbon Falls	ME	042509806
0309	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.	Midtown Shopping Center	N	Y	113 North Street		Boothbay Harbor	ME	045381147
0310	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	367 Main Street		Fort Fairfield	ME	046191619
0311	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	355 Main Street		Madawaska	ME	047421123
0312	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	35 Park Street		Milb	ME	047561110
0313	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	19 Main Street		Van Buren	ME	046831008
0314	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.	#1 Is Owned #2 Is Leased	N	Y	11 Main Street		Rockland	ME	048413149
0315	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	5 Saco Avenue		Rockland	ME	04922242
0316	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	4 Jewett Street		Stockton Springs	ME	049922442
0317	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	247 Main Street	P. O. Box 1657	South Paris	ME	042811630
0318	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.	Shaw's Plaza Shopping Center	N	Y	987 Lisbon Street		Leviston	ME	042405767
0319	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	5 Carriage Way Park		Winthrop	ME	043641548
0320	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	156 Maine Street		Brunswick	ME	040112007
0321	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	383 Allen Avenue		Portland	ME	041033728
0322	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	Rows 2, Water Street		Franklin	ME	049389622
0323	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	465 Main Street		Farmington	ME	049924328
0324	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	7 Portland Street		Westbrook	ME	042760088
0325	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	15 Main Street		Blue Hill	ME	046140335
0326	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	35 Elm Street		Camden	ME	048431910
0327	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.	Caribou Shopping Center	N	Y	11 Bennett Drive		Caribou	ME	047362022
0328	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.	Dunn Furniture Building	N	Y	11 Bennett Drive		Caribou	ME	047301832
0329	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	279 Main Street		South Portland	ME	041062659
0330	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	701 Forest Avenue		Portland	ME	040381106
0331	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.	Union Station Shopping Plaza	N	Y	256-260 St. John Street		Portland	ME	041023019
0332	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	Maple Street, Box 35		Presque Isle	ME	047692852
0333	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.	Cornish Shopping Center	N	Y	461 Main Street		Cornish	ME	040208035
0334	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.	Somerset Plaza	N	Y	108 Somerset Avenue		Saco	ME	040721528
0335	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.	Town Meeting Plaza	N	Y	China Road		Winslow	ME	049017246
0336	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	7 Portland Road		Bridgeport	ME	040091229
0337	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	34 Cottage Street		Gray	ME	040390711
0338	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	185 Main Street		Bar Harbor	ME	046091810
0339	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.	Village Green Shopping Center	N	Y	83 Hospital Street		Belfast	ME	049156572
0340	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	226 Prater Farm Road	Route 112	Augusta	ME	041306617
0341	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	15 Spring Street	P.O. Box 4008	Buxton	ME	040728697
0342	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.	Nepes Shopping Center	N	Y	15 Spring Street		Nepes	ME	040554008
0343	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.	Pyeburg Plaza	N	Y	211 Main Street		Pyeburg	ME	040371430
0344	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	RFD #1	P. O. Box B.1	Lincoln	ME	049016626
0345	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.	Fort Knox Shopping Plaza	N	Y	1 West Broadway		Lincoln	ME	044511313
0346	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	720 Central Street		Hamden	ME	044441104
0347	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.	Millinocket Shopping Center	N	Y	77 Mallett Drive		Millinocket	ME	044621104
0348	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	698 Minok Avenue		Topsham	ME	040861313
0349	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	P.O. Box 550		Auburn	ME	042103922
0350	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	15 Shapleigh Road	Routes 202 & 17	Manchester	ME	043510520
0351	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y	600 U.S. Route 1		Kittery	ME	039041401
0352	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y			Oakland	ME	049634948
0353	620	01-0324725	RITE AID OF MAINE, INC.	RITE AID OF MAINE, INC.		N	Y			Scarborough	ME	040749776



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
04976	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	26 Mayville Road		Belleville	ME	04217	Oxford
04976	620	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.		N	Y	1036 Post Road Route 1		Belleville	ME	04906	York
00106	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Marlin Plaza Shopping Center	N	Y	1420 Marlin Boulevard		Baltimore	MD	21157	Harford
00278	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Village Shopping Center	N	Y	1420 Marlin Boulevard		Baltimore	MD	21157	Harford
00287	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Frontberg Shopping Village	N	Y	1420 Marlin Boulevard		Baltimore	MD	21157	Harford
00304	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	917-41 East Patuxent Avenue		Baltimore	MD	21252	Alliport
00314	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	3716 1/2 West Belvidere Avenue		Baltimore	MD	21043	Baltimore
00318	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	St. John's Plaza	N	Y	1978 Chesaco Avenue		Baltimore	MD	21237	Howards
00324	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Rosedale Plaza	N	Y	10119 Old Ocean City Boulevard		Baltimore	MD	21236	Baltimore
00326	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Hollinswood Shopping Center	N	Y	149 Black River Neck Road		Baltimore	MD	21231	Baltimore
00327	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	The Rounds	N	Y	301 West Lexington Street - Unit 100		Baltimore	MD	21211	Baltimore
00334	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	2145 West Patuxent Avenue		Baltimore	MD	21203	Baltimore
00335	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	740 South Salisbury Boulevard		Baltimore	MD	21112	Whitman
00339	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	3935-37 Erdman Avenue		Baltimore	MD	21091	Whitman
00340	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	6225 York Road		Baltimore	MD	21224	Baltimore
00347	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Dunsmuir Shopping Center	N	Y	1425 York Road		Baltimore	MD	21224	Baltimore
00350	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Carroll Plaza	N	Y	1425 York Road		Baltimore	MD	21224	Baltimore
00351	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	3700 Falls Road		Baltimore	MD	21081	Baltimore
00352	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	2043 Mondawmin Mall		Baltimore	MD	21211	Baltimore
00354	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	125 East Baltimore Street		Baltimore	MD	21202	Baltimore
00355	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	5400-02 York Road		Baltimore	MD	21212	Baltimore
00362	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	4600 West Northern Parkway		Baltimore	MD	21213	Baltimore
00364	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	6708-12 Reisterstown Road		Baltimore	MD	21215	Baltimore
00365	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	425-429 South Broadway		Baltimore	MD	21212	Baltimore
00367	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	103 Big Elk Mall		Ellicott	MD	21221	Cecil
00368	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	2497 Frederick Avenue		Baltimore	MD	21222	Baltimore
00371	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Big Elk Mall	N	Y	4214 Frostford Avenue		Baltimore	MD	21065	Baltimore
00372	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Westside Shopping Center	N	Y	1538-47 Haverswood Road		Baltimore	MD	21211	Baltimore
00373	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Ballford Shopping Center	N	Y	70151 Harford Road		Baltimore	MD	21162	Baltimore
00374	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Northwoods Plaza	N	Y	6815 Loch Haven Boulevard		Baltimore	MD	21076	Baltimore
00375	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Parkville Shopping Center	N	Y	1340 Eastern Boulevard		Baltimore	MD	21043	Baltimore
00377	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Midmore Shopping Center	N	Y	7721 Eastern Avenue		Baltimore	MD	21221	Baltimore
00379	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Midmore Shopping Center	N	Y	5624 Baltimore National Park		Baltimore	MD	21281	Baltimore
00380	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Empire Mall	N	Y	4733 Westland Boulevard		Baltimore	MD	21221	Baltimore
00381	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Towson Town Center	N	Y	825 Dulany Valley Road		Towson	MD	21284	Baltimore
00382	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Yorkridge Shopping Center	N	Y	20 West Ridgely Road		Lutherville	MD	21094	Baltimore
00383	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Merritt Park Shopping Center	N	Y	1762 Merritt Boulevard		Baltimore	MD	21223	Baltimore
00384	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Reisterstown Shopping Center	N	Y	11917-19 Reisterstown Road		Reisterstown	MD	21136	Baltimore
00385	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Perry Hall Shopping Center	N	Y	4339 Ebenezer Road		Ellicott City	MD	21362	Baltimore
00389	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Southview Shopping Center	N	Y	8601 Baltimore National Pike		Baltimore	MD	21043	Howard
00392	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Bel Air Shopping Center	N	Y	10 N.W. Hammonds Lane		Bel Air	MD	21223	Baltimore
00396	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Yorktown Shopping Center	N	Y	1411 York Road		Bel Air	MD	21043	Howard
00397	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Galleria Shopping Center	N	Y	8634 Liberty Road		Randallstown	MD	21096	Baltimore
00398	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Yorktown Shopping Center	N	Y	1411 York Road		Luttrellsville	MD	21096	Baltimore
00399	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Tred Avon Shopping Center	N	Y	1450 Markon Avenue		Easton	MD	21228	Baltimore
00406	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	North Plaza Mall	N	Y	6404 Ridge Road		Sykesville	MD	21154	Cecil
00407	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Jacksonville Manor Shopping Center	N	Y	8880 Waltham Woods		Baltimore	MD	21342	Baltimore
00412	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	The Riviera Plaza	N	Y	3463 Street Air Road		Phoenix	MD	21131	Baltimore
00419	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Bay Hills Shopping Center	N	Y	8483 Fort Smallwood Road		Phoenix	MD	21122	Baltimore
00420	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Walbrook Plaza	N	Y	1264 Bay Dale Drive		Annapolis	MD	21012	Anne Arundel
00421	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Box Hill Square Shopping Center	N	Y	3237 Chestnut Ridge Road		Greenville	MD	21569	Carroll
00422	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	3425 Clifton Avenue		Baltimore	MD	21099	Carroll
00423	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	703 Emmerton Road		Baltimore	MD	21062	Carroll
00424	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	6623-24 Security Boulevard		Edgewood	MD	21042	Harford
00425	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Bel Plaza	N	Y	2401 Monument Street		Baltimore	MD	21207	Baltimore
00426	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y	3241 Mountain Road (Ground Lease)		Baltimore	MD	21203	Baltimore
00427	621	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		N	Y			Phoenix	MD	21122	Anne Arundel

STORE LOCATIONS

LEASED STORES

Center	Center No	TAX ID	Operating Company	Tenant Corporation	Center Name	Address One	Address Two	City	State	Zip	County
				Rite Aid of Maryland, Inc.	Finkeburg Plaza	Route 140 & 90		Baltimore	MD	21048000	Cearly
				Rite Aid of Maryland, Inc.	Belvedere Shopping Center	5818 The Alameda		Baltimore	MD	21297377	Cearly
				Rite Aid of Maryland, Inc.	Glen Burnie Plaza	7546 Ristic Highway		Glen Burnie	MD	21061371	Anne Arundel
				Rite Aid of Maryland, Inc.	Lomaxtown Shopping Center	40935 Merchant Lane		Lomaxtown	MD	21097225	St. Mary's
				Rite Aid of Maryland, Inc.	Crestwood Plaza Shopping Center	9707 Crestwood Boulevard		Frederick	MD	21224816	Baltimore
				Rite Aid of Maryland, Inc.		1526 Ristic Highway		Forest Hill	MD	21050281	Harford
				Rite Aid of Maryland, Inc.	Chadwick Manor	6 Carroll Island Road		Baltimore	MD	21220206	Baltimore
				Rite Aid of Maryland, Inc.		7155 Security Boulevard		Baltimore	MD	21244181	Baltimore
				Rite Aid of Maryland, Inc.	Greenspring Shopping Center	17 West Baltimore Street		Baltimore	MD	21227402	Baltimore
				Rite Aid of Maryland, Inc.	Kings Point Shopping Center	2855 Smith Avenue		Baltimore	MD	21209122	Baltimore
				Rite Aid of Maryland, Inc.	Padmira Village, S/C (New Lease)	9916 Labory Road		Baltimore	MD	21209126	Baltimore
				Rite Aid of Maryland, Inc.	Laurel Plaza	35 East Padonia Road		Randallstown	MD	21133180	Baltimore
				Rite Aid of Maryland, Inc.	Abertden Marketplace	9612 Fort Meade Road		Abertden	MD	21093236	Baltimore
				Rite Aid of Maryland, Inc.	Freedom Village Plaza	1014 Bears Hill Road		Abertden	MD	21093236	Baltimore
				Rite Aid of Maryland, Inc.	Freedom Village Shopping Center	3418 Annapolis Street		Baltimore	MD	20707404	Prince Georges
				Rite Aid of Maryland, Inc.	Highland Town Village	6400 Georgetown Boulevard #107		Eldersburg	MD	21001230	Harford
				Rite Aid of Maryland, Inc.	Mt. Clear Junction Shopping Center	300 Pulaski Highway		Joppa	MD	21786419	Cearly
				Rite Aid of Maryland, Inc.	Elridge Plaza	3820 East Lombard Street		Baltimore	MD	21085999	Harford
				Rite Aid of Maryland, Inc.	Nearmint Plaza	1203 West Pratt Street		Baltimore	MD	21223600	Baltimore
				Rite Aid of Maryland, Inc.	Southside Market Place	2720 Montgomery Road		Elkridge	MD	21071717	Howard
				Rite Aid of Maryland, Inc.		903 East East Avenue		Baltimore	MD	21071717	Howard
				Rite Aid of Maryland, Inc.	Village Square Shopping Center	30283 Triangle Drive		Baltimore	MD	20781637	Prince Georges
				Rite Aid of Maryland, Inc.	West Annapolis Shopping Center	1521 Harford Avenue		Smithsburg	MD	21202572	Baltimore
				Rite Aid of Maryland, Inc.	Pikesville Shopping Center	2241 Jefferson Boulevard		Smithsburg	MD	21783207	Washington
				Rite Aid of Maryland, Inc.	Greenspring Tower Shopping Center	609 Taylor Road		Annapolis	MD	21401149	Anne Arundel
				Rite Aid of Maryland, Inc.	Kent Plaza Shopping Center	1404 Reisterstown Road		Pikesville	MD	21208806	Baltimore
				Rite Aid of Maryland, Inc.	Easton Plaza	1030 West 41st Street		Baltimore	MD	21211654	Baltimore
				Rite Aid of Maryland, Inc.	Business Park Heights Shopping Center	798 Sunburst Highway		Chestertown	MD	21620001	Dorchester
				Rite Aid of Maryland, Inc.	Festival of Frederick Shopping Center	711 Washington Avenue, #26		Chestertown	MD	20874821	Kent
				Rite Aid of Maryland, Inc.		HILLS PLAZA		Easton	MD	21502431	Montgomery
				Rite Aid of Maryland, Inc.		41 Suspect Parkway		Frederick	MD	21601736	Talbot
				Rite Aid of Maryland, Inc.		3614 North Parkway		Frederick	MD	21701400	Frederick
				Rite Aid of Maryland, Inc.		1111 Mount Harmon Road		Baltimore	MD	21096164	Baltimore
				Rite Aid of Maryland, Inc.	Northgate Center	7987 Belimer/Annapolis Boulevard		Salisbury	MD	21894509	Wicomico
				Rite Aid of Maryland, Inc.	White Oaks Shopping Center	13870 Georgia Avenue		Glen Burnie	MD	21061503	Anne Arundel
				Rite Aid of Maryland, Inc.	Wildcroft Shopping Center	12125 New Hampshire Avenue		Glen Burnie	MD	20906292	Montgomery
				Rite Aid of Maryland, Inc.	Esangate Shopping Center	8048 Riverdale Road		Silver Spring	MD	20904261	Montgomery
				Rite Aid of Maryland, Inc.	Silver Hill Shopping Center	4705 Silver Hill Road		Langley Park	MD	20783461	Prince Georges
				Rite Aid of Maryland, Inc.	Chestnut Hill Shopping Center	5911 Marsh Luther King Highway		Riverdale	MD	20762213	Prince Georges
				Rite Aid of Maryland, Inc.	Westwood Shopping Center	10456 Baltimore Avenue		Seabrook	MD	20746204	Prince Georges
				Rite Aid of Maryland, Inc.	Madison Plaza	2026 Fallston Road		Seabrook	MD	20765231	Prince Georges
				Rite Aid of Maryland, Inc.	Pennum Shopping Center	1600 North Paterson Park Avenue		Fallston	MD	21047145	Harford
				Rite Aid of Maryland, Inc.	Esangate Shopping Center	9590 Crum Highway		Bethesda	MD	20816140	Montgomery
				Rite Aid of Maryland, Inc.	Wynne Shopping Center	2208 Defense Highway		Upper Marlboro	MD	20725424	Prince Georges
				Rite Aid of Maryland, Inc.	Wynne Shopping Center	400 Ridgeville Boulevard		Crofton	MD	21114240	Anne Arundel
				Rite Aid of Maryland, Inc.	Wynne Shopping Center	1025 Bayridge Avenue		Mt. Airy	MD	21771324	Cearly
				Rite Aid of Maryland, Inc.	Wynne Shopping Center	10144 Rte. 90		Annapolis	MD	21403031	Anne Arundel
				Rite Aid of Maryland, Inc.	Wynne Shopping Center	12641-250 Ocean Gateway		Annapolis	MD	20854903	Anne Arundel
				Rite Aid of Maryland, Inc.	Gold Coast Mall	5270 Randolph Road		Ocean City	MD	21842091	Worcester
				Rite Aid of Maryland, Inc.	County Market Shopping Center	11401 Ocean Highway		Ocean City	MD	20852216	Worcester
				Rite Aid of Maryland, Inc.		825 West Hillcrest Road		Hagerstown	MD	21742305	Washington
				Rite Aid of Maryland, Inc.		1823 East West Highway		Adelphi	MD	20783303	Prince Georges



RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address	City	State	Zip	County
01613	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	3825 West Jolly Road	Lansing	MI	489113362	Ingham
01615	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	100 East Michigan Avenue	Lansing	MI	489121809	Ingham
01663	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	419 West Main Street	Grandville	MI	497551859	Ozega
01680	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	The Giant Plaza	N	Y	1312 28th Street	Grandville	MI	494181423	Kent
01691	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	101 North M.S. 31 Street	Grandville	MI	497093005	Kent
01715	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	101 South Main Street	Flint	MI	487093005	Genesee
01729	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	500 Lafayette Avenue	Flint	MI	484138104	Genesee
01740	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Shops-Rite Shopping Center	N	Y	512 Goodrich Street	Vassar	MI	487682015	Tuscola
01745	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Deli Plaza	N	Y	1010 East Center Street	Ithaca	MI	488470663	Genesee
01772	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Captain Corner Center	N	Y	195 M-66 Highway	Charlevoix	MI	497209138	Charlevoix
01812	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1950 West Center Avenue	Portage	MI	490245334	Kalamazoo
02249	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Village Plaza	N	Y	200 Enterprise Drive	Three Rivers	MI	490839056	St. Joseph
02248	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	White Lake Center	N	Y	3263 East Colby Road	Whitchell	MI	494619637	Missaukee
02288	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	600 North Avenue	GRAND RAPIDS	MI	490171249	Kent
02425	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	5280 North Huron Road	Battle Creek	MI	490173249	Calhoun
02473	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	240 South Lake Street	Ionia	MI	487509560	Ionia
02504	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	3901 14 Mile Road	East Jordan	MI	487793716	Charlevoix
02549	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Warren	MI	486921077	Macomb
02596	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Stamish	MI	486580938	Areola
02606	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Stamish	MI	486580938	Areola
02683	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Stamish	MI	486580938	Areola
02711	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Stamish	MI	486580938	Areola
02729	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Stamish	MI	486580938	Areola
02759	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Stamish	MI	486580938	Areola
02760	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Stamish	MI	486580938	Areola
02776	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Stamish	MI	486580938	Areola
02784	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	301 South Main Street	Stamish	MI	486580938	Areola
03234	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Randall Street Square	N	Y	1151 West Randall	Davison	MI	484311114	Ontonagon
03244	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Belle Meade Plaza	N	Y	8443 Davison Road	Davison	MI	484311114	Ontonagon
03253	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	312 South James Street	Grayling	MI	497181704	Crawford
03262	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	352 North Reas Street	Beaverton	MI	486120458	Gladwin
03312	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	Village Paw Paw	N	Y	200 West Savidge Street	Grand Rapids	MI	494561605	Otsewa
03315	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	350 Michigan N.E.	Grand Rapids	MI	495032544	Kent
03320	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	146 North Coming Street	Grand Rapids	MI	486229737	Clare
03326	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	319 East Michigan Avenue	Grand Rapids	MI	486229737	Clare
03366	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	161 Beach Street	Grand Rapids	MI	486229737	Clare
03368	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	851 Lansing Highway	Grand Rapids	MI	484531113	Sanilac
03383	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	2898 Main Street	Grand Rapids	MI	486539329	Roscommon
04452	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	425 North Fifth Street	Grand Rapids	MI	494423737	Missaukee
05100	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	21 East Apple Avenue	Grand Rapids	MI	484539363	Lapeer
05104	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	305 East Lapeer Road	Grand Rapids	MI	484539363	Lapeer
05146	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	612 North St. Joseph Avenue	Grand Rapids	MI	49111238	Clare
05192	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	222 South Chestnut Street	Grand Rapids	MI	487287526	Clare
05272	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	19848 9th Road	Grand Rapids	MI	487287526	Clare
05280	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	602 Broad Street	Grand Rapids	MI	484518768	Genesee
05310	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	2010 North St. Helen Road	Grand Rapids	MI	486560684	Roscommon
05316	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	337 North State Street	Grand Rapids	MI	484639486	Genesee
05344	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	11 East Division Street	Grand Rapids	MI	493451325	Kent
05392	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	806 West Gratiot Avenue	Grand Rapids	MI	486022171	Saginaw
05424	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	3403 East Genesee Avenue	Grand Rapids	MI	486014212	Saginaw
05492	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	2413 Martin Luther King Jr. Avenue	Grand Rapids	MI	485054937	Genesee
05677	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	4001 Davison Road, Suite A	Grand Rapids	MI	485091401	Genesee
05780	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1810 Maplewood Avenue	Grand Rapids	MI	485063780	Genesee
05887	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	22346 Woodward Avenue	Grand Rapids	MI	482201817	Oakland
05889	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	13653 23 Mile Road	Grand Rapids	MI	483152901	Macomb
05966	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1254 North Main Street	Grand Rapids	MI	484461370	Lapeer
05976	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	15399 Huronman Road	Grand Rapids	MI	484461370	Lapeer
06228	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	102 North Cedar Street	Grand Rapids	MI	49666459	Kalamazoo
06232	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	481 West State Street	Grand Rapids	MI	489161966	Ingham
06233	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	19 Kristina Street	Grand Rapids	MI	492246516	Berrien
06234	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	39 Kristina Street	Grand Rapids	MI	492246516	Berrien
06235	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	583 North Lafayette Street	Grand Rapids	MI	481740003	Sanilac
06236	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	3106 East Saginaw Street	Grand Rapids	MI	481740003	Sanilac
06237	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	15893 West Saginaw Street	Grand Rapids	MI	481740003	Sanilac
06238	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	102 North Centerville Road	Grand Rapids	MI	489124712	Ingham
06239	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06240	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06241	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06242	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06243	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06244	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06245	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06246	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06247	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06248	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06249	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06250	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06251	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06252	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06253	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06254	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06255	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06256	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06257	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06258	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI	490685778	Calhoun
06259	623	38-0587190	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		N	Y	1113 West Centerville Road	Grand Rapids	MI		

STORE LOCATIONS

LEASED STORES

Center	Center No	TAX ID	Operator/Company	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
			Transit Corporation		N	Y	3381 Shawnee Road		Brigman	MI	491089713	Benoni
			Rite Aid of Michigan, Inc.		N	Y	6699 Paw Paw Avenue		Brigman	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	302 West Main Street	P O Box 700	Hammond	MI	493210352	Benoni
			Rite Aid of Michigan, Inc.	Byron Center Plaza	N	Y	2241 84th Street, S W		Hammond	MI	493110352	Benoni
			Rite Aid of Michigan, Inc.		N	Y	7993 Kalamazoo Avenue, S E		Hammond Center	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	1986 John R Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	66711 Grand Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	919 U.S. 31, South		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	47300 Pontiac Trail		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	1002 East Grand River Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	27401 West 6 Mile Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	5016 Grandfield Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	19377 Mound Drive		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	37355 8 Mile Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	5003 South Wrentham Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	24089 Orchard Lake Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	700 North Tonawanda Trail		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	71425 Michigan Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	4612 Woodward Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	116 Hagden Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	10333 Park Street		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	709 East Pierson Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	3812 East Davison Street		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	4016 Oakwood Boulevard		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	28350 South River Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	1 Mill Street		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	3 South Telegraph Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	29000 Little Mack Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	26688 Ryan Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	15531 Grand River Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	37900 Van Dyke Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	1465 East Grand River Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	G-1261 North Ballenger Highway		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	681 North Main Street		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	1125 East Grand River Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	1125 East Grand River Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	14664 Taylor Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	6026 Taylor Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	28945 Northwestern Highway		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	2249 North Canton Center Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	35350 23 Mile Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	10910 Grand Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	2423 East Haggerty Highway		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	7887 26 Mile Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	25423 Van Dyke Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	180 Lilly Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	402 Point Tremble Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	20730 Van Dyke Street		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	G-4007 South Saginaw Street		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	5770 East Hill Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	6800 South Division Avenue		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	35360 Ford Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	9532 Henry Street		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	9513 South Beverly Road		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	86 Elm Street		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	416 Daniel Webster Highway		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	553 Main St.		Hammond	MI	496295119	Benoni
			Rite Aid of Michigan, Inc.		N	Y	51 So. Main St. (Rte 11/103 & Main St.)		Hammond	MI	496295119	Benoni

TRADEMARK  
REEL: 002176 FRAME: 0762



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
00706	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Millside Shopping Center	N	Y	Route 130 North		Deiran	NJ	080159800	Burlington
00710	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Livingston Mall	N	Y	195 East Ridgewood Avenue		Ridgewood	NJ	074503813	Bergen
00715	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	51 South Orange Avenue		Livingston	NJ	070301352	Essex
00748	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	14 South Center Street		Merchandise	NJ	081508063	Cumberland
00747	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	91 New Bridge Road	WHEATON PLAZA	Bergenfield	NJ	080826323	Bergen
00775	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	New Bridge Shopping Center	N	Y	515 NORTH HIGH STREET		MILLVILLE	NJ	083219226	Cumberland
00789	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Lyndhurst Shopping Center	N	Y	501 Clements Bridge Road		Barnington	NJ	080071811	Camden
00791	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	425 Valley Brook Avenue		Lyndhurst	NJ	070711919	Bergen
00802	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Moonstown Plaza Center	N	Y	205 Morris Avenue		Long Branch	NJ	077406537	Monmouth
00823	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Main Line Shopping Center	N	Y	200 West Camden Avenue		Moorestown	NJ	080571506	Burlington
00833	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1408 Route 130, North		Cinnaminson	NJ	080773011	Burlington
00837	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	715 Haddon Avenue		Haddonfield	NJ	080331705	Camden
00841	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	52 East Broad Street		Bridgeton	NJ	083022831	Cumberland
00844	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	45 Overwater Lane		Garfield	NJ	070263838	Bergen
00845	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Elizabeth Shopping Center	N	Y	25 South Broad Street		Elizabeth	NJ	072023401	Union
00855	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	151-157 Boulevard		Haddonrock, Heights	NJ	076041716	Burlington
00859	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	71 Bloomfield Avenue		Gloucester	NJ	078033524	Gloucester
00924	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Troy Plaza Shopping Center	N	Y	480 Bergen Street/ycd Road		Orange	NJ	070432531	Bergen
01000	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Harrison Plaza Shopping Center	N	Y	432 Bergen Street/ycd Road		Little Haverhwa	NJ	070292291	Essex
01016	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	655 East Broadway		Harrison	NJ	070802633	Middlesex
01150	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	33 River Road		Carters	NJ	080791234	Salmon
01164	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	3400 New Jersey Avenue		Bogota	NJ	076031507	Bergen
01258	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Foodtown Shopping Center	N	Y	78 Main Avenue		Willowood	NJ	082606116	Cape May
01316	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	325 Lafayette Avenue		Pasatic Park	NJ	070554425	Pasatic
01325	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1801 Kester Road		Haworth	NJ	075062505	Pasatic
01339	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	265 Pasatic Road	Between 29th & 30th	Mercerville	NJ	086903705	Mercer
01360	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	123 Anderson Street		Fairview	NJ	074100000	Bergen
01362	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	P.O. Box 665		Westwood	NJ	076754841	Bergen
01374	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Brown Mills Shopping Center	N	Y	441 Route 70		Blackrock	NJ	076413303	Bergen
01420	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Lakewood Circle Center	N	Y	1753 Kilmaring Road		Brown Mills	NJ	080150665	Burlington
01425	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Topanga Plaza	N	Y	20 Route 22 West		Lakewood	NJ	071331831	Ocean
01426	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Echo Plaza	N	Y	505-517 Morris Avenue	Route 27	Edgewater	NJ	070291247	Ocean
01441	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Wantage Plaza Shopping Center	N	Y	208 Park Place	Store #3	Springfield	NJ	088172471	Middlesex
01498	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1006 Willow Avenue		Elizabeth	NJ	072081943	Union
01539	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1306 White Horse Pike		Rutherford	NJ	070701808	Bergen
01542	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	325 Kinderkamack Road		Hoboken	NJ	070303308	Hudson
01582	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1872 Springfield Avenue		Hoboken	NJ	070303308	Hudson
01590	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Civic Center S/C (Temp. Loc.)	N	Y	115 Franklin Avenue		Egg Harbor City	NJ	082151821	Atlantic
01591	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	15 Sunnyside Road		East Brunswick	NJ	088160000	Middlesex
01596	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	2841 Kennedy Boulevard		Oradell	NJ	076497125	Bergen
01599	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	101 Smith Street		Northvale	NJ	080433801	Camden
01618	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Church Street Shopping Center	N	Y	131 Cooper Landing Road		Maplewood	NJ	070402904	Essex
01623	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Forest Shopping Center	N	Y	1346 Clifton Avenue		Nutley	NJ	071102924	Essex
01627	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	435 Lexington Avenue		Spotswood	NJ	088841251	Middlesex
01654	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	380 Harmony Road		Mt. Laurel	NJ	080541352	Burlington
01661	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	4803 Park Avenue		Fort Lee	NJ	088531046	Middlesex
01670	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	400 Hurffville-Cross Keys		Jersey City	NJ	071063901	Hudson
01716	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1147 Cooper Street		Jersey City	NJ	071063901	Hudson
01717	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	531 U.S. Highway 22 East		Jersey City	NJ	071063901	Hudson
01732	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Crossroads Shopping Center	N	Y	101 Whittier Pike		Irvington	NJ	088511154	Hudson
01735	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Richfield Shopping Center	N	Y	823 Cooper Landing Road		Cherry Hill	NJ	071073149	Camden
01746	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1245-50 Hamilton Avenue		Clifton	NJ	070121343	Camden
01759	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	596 Shoreway Avenue		Trenton	NJ	086291401	Pasatic
01762	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	407 Ashbury Avenue		Gibbstown	NJ	080271702	Gloucester
01778	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	386E White Horse Pike		Tinton Falls	NJ	077016909	Monmouth
01789	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1147 Cooper Street		Union City	NJ	070877209	Hudson
01796	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Tinton Falls Center	N	Y	531 U.S. Highway 22 East		Union City	NJ	077337700	Monmouth
01800	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y			Tinton Falls	NJ	080803342	Gloucester
01805	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Alco Plaza	N	Y		Suite E	Alco	NJ	080042365	Camden
01806	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Whitewood Mall Shopping Center	N	Y			Edgewater Park	NJ	080105538	Burlington
01870	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y			Whitewood Station	NJ	088936603	Hamden

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
0190	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	University Plaza Shopping Center	N	Y	431 Haledon Avenue		Haledon	NJ	075081555	Passaic
0197	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	35 Mill Road		Inverton	NJ	071110069	Essex
0198	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	186 West Market Street		Newark	NJ	071032727	Essex
0221	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	15029 Clinton Avenue		Inverton	NJ	071112015	Essex
0243	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	9011 219 East Street		North Bergen	NJ	070410108	Hudson
0251	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Brick Plaza Shopping Center	N	Y	219 East Street		Brick Plaza	NJ	087231043	Hudson
0251	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Knobedy Shopping Center	N	Y	931 Frasher Boulevard	Suite 10	Brick	NJ	087531801	Hudson
0251	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Sea Girt Mall	N	Y	159 East Kennedy Boulevard		Lakewood	NJ	087011308	Ocean
0251	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Donato Shopping Center	N	Y	2179 Route 35		Sea Girt	NJ	087247056	Ocean
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Lumbermen Plaza	N	Y	34 Lance Mill Road		Brick	NJ	086699808	Burlington
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	Route 38 & Eayreston Road		Mt. Holly	NJ	080652530	Ocean
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	592 North Main Street		Barnegat	NJ	080503374	Ocean
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	595 East Bay Avenue		Manahawkin	NJ	085621527	Burlington
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	546 Wrightstown-Sylkesville Road		Wrightstown	NJ	087334627	Ocean
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	2101 Route 70		Lakewood	NJ	087313625	Ocean
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	138 South Main Street		Forted River	NJ	080052121	Ocean
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	95 West Bay Avenue		Tuckerton	NJ	080874032	Ocean
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Manhattan Street Plaza	N	Y	175 Madison Road		Tuckerton	NJ	083273856	Ocean
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Whiting Shopping Center	N	Y	107 Whiting Road		Whiting	NJ	087391313	Ocean
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	132 Raritan Avenue		Highland Park	NJ	088746462	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	120 Cedar Grove Center		Highland Park	NJ	088746462	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Bernards Village Center	N	Y	84 Main Street		South Bound Brook	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Holiday Plaza III	N	Y	544 Allen Road		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Vallaburg Park Mall	N	Y	285 GORDONS CORNER ROAD		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Shopping Center	N	Y	601 Main Street		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	River-Del Shopping Center	N	Y	705-723 South Orange Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	976-990 Bergen Street		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	461 Main Street		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1105 Fairview Street		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1320 Shopp Lane (Stores #3 and #4)		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	153 Main Street		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	195 Danforth Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	701 Frank E. Rogers Boulevard		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	30 North Albany Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	77-105 Bloomfield Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	237 Spring Street		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1700 Baltic Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	12-16 North Street and Avenue C		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	767-773 Hamilton Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	116-130 Broadway		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	95 Atlantic City Boulevard		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	17 West Elizabeth Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	117-129 Clinton Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	543 Central Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	139 South Orange Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	11 West Main Street		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	Reister 202/06		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	100 Newark Road		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	92 Lenoxville Road		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	2090 Enal and Clementine Road		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	132 North Gaston Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	855-457 North Main Street		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	2000 Route 35		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	981 West Side Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	1881 North Black Horse Pike		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	10 Lincoln Highway		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	142 Central Avenue		Highland Park	NJ	088801436	Somerset
0252	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		N	Y	941(2) - 945 (1) Stuyvesant Avenue		Highland Park	NJ	088801436	Somerset



RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Comp. No	TAX ID	Operating Company	Center Name	Owned	Lease	Address	City	State	Zip	County
04879	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Star Market Shopping Center	N	Y	108 Route 130 South	Burlington	NJ	080162774	Burlington
04962	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Star Market Shopping Center	N	Y	123 Merrittson Road	Burlington	NJ	079424237	Somerset
04980	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Star Market Shopping Center	N	Y	1235 Station Road	Wayne	NJ	088545282	Middlesex
04984	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Star Market Shopping Center	N	Y	38 Mountainview Boulevard	Wayne	NJ	074706766	Passaic
04988	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	654 Colvin Avenue	MONROE LAKE	NY	142172825	Eric
04990	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1 WESTCHESTER MALL	MONROE LAKE	NY	105471530	Weschester
04992	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	125 Delsom Avenue	Middletown	NY	109406559	Orange
04994	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1 Fitzgerald Drive	Middletown	NY	109406559	Orange
04996	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	147 Broadway	Middletown	NY	127011401	Orange
04998	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	265 North Main Street	Middletown	NY	127011613	Orange
05000	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	395-197 Windsor Highway	Newburgh	NY	125611816	Ulster
05002	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	59 North Platt Road	Newburgh	NY	125611816	Ulster
05004	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	444 N. Bridge Street	Newburgh	NY	125620111	Orange
05006	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	3864 Main Street	Albany	NY	122423801	Albany
05008	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	23 Stanton Avenue	Warrensburg	NY	12851432	Warren
05010	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	144 State Route 52 East	Spencerport	NY	1455911427	Monroe
05012	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1000 Pennsylvania Avenue	Liberty	NY	127542208	Sullivan
05014	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1649 Schoelkopf Plaza	Elmira	NY	149012609	Chemung
05016	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	4779 Transit Road	Cathleton	NY	120339766	Chemung
05018	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	90 North Broad Street	Dewey	NY	140434915	Chemung
05020	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	151 West Main Street	Leroy	NY	148213117	Genesee
05022	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	3402 Jerome Avenue	Leroy	NY	148213117	Genesee
05024	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	138 Elm Street	Leroy	NY	145711412	Genesee
05026	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	120 Highway Mall	Hamden	NY	148431919	Schenenady
05028	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1262 Dts Avenue	Hamden	NY	148431919	Schenenady
05030	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	175 Midtown Plaza	Hudson Falls	NY	12831501	Schenenady
05032	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	350 Niagara Street	Hudson Falls	NY	128312346	Washington
05034	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	142 Grant Street	Rochester	NY	146042059	Monroe
05036	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	30 Third Street	Rochester	NY	142011833	Eric
05038	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	17-21 North Pearl Street	Buffalo	NY	142131605	Eric
05040	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	5224 Fifth Avenue	Troy	NY	121803906	Rensselaer
05042	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	2158 White Plains Road	Albany	NY	122027701	Albany
05044	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	300 South Main Street	Brooklyn	NY	122027701	Albany
05046	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	290 Route 17M	Brooklyn	NY	146214066	King
05048	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	16717 North Main Street	Brooklyn	NY	122027701	Albany
05050	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	14 Vesar Road	Brooklyn	NY	146214066	King
05052	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	529 Monroe Avenue	Brooklyn	NY	146214066	King
05054	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	65 East Genesee Street	Brooklyn	NY	146214066	King
05056	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1772 Black River Boulevard	Brooklyn	NY	146214066	King
05058	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1124 Erie Boulevard West	Brooklyn	NY	146214066	King
05060	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	437 Lyell Avenue	Brooklyn	NY	146214066	King
05062	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	2918 DEWEY AVENUE	Brooklyn	NY	146214066	King
05064	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	792 West Main Street	Brooklyn	NY	146214066	King
05066	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	804 North Goodman Street	Brooklyn	NY	146214066	King
05068	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1606 West Lodge Road	Brooklyn	NY	146214066	King
05070	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	100 North Main Street	Brooklyn	NY	146214066	King
05072	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	4001 North Calhoun Avenue	Brooklyn	NY	146214066	King
05074	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1405 Genesee Street	Brooklyn	NY	146214066	King
05076	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	P & C PLAZA	Brooklyn	NY	133101113	Onondaga
05078	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	519 Bantam Street	Brooklyn	NY	132911738	Onondaga
05080	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	30 Avert Avenue	Brooklyn	NY	132911738	Onondaga
05082	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1904 Genesee Street	Brooklyn	NY	132911738	Onondaga
05084	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	2 Center Street	Brooklyn	NY	135022308	Onondaga
05086	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	1033 Midway Street	Brooklyn	NY	135010000	Onondaga
05088	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	141 Onkaway Boulevard	Brooklyn	NY	134132817	Onondaga
05090	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	221 Mohawk Street	Brooklyn	NY	135013136	Onondaga
05092	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	319 Broadway	Brooklyn	NY	149215459	Onondaga
05094	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	121 Glen Street	Brooklyn	NY	149215459	Onondaga
05096	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	14 North Commie Avenue	Brooklyn	NY	135023228	Onondaga
05098	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y	94 Main Street	Brooklyn	NY	135023228	Onondaga
05100	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y		Brooklyn	NY	120511906	Saratoga
05102	633	23-1940649	RITE AID OF NEW YORK, INC.	Star Market Shopping Center	N	Y		Brooklyn	NY	120511906	Saratoga

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
06050	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	419 Division Street		North Tonawanda	NY	141204636	Niagara
06052	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	400 Chestnut Street		Ontario	NY	138202121	Ontario
06054	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Schuyler Corners	N	Y	1 North Broad Street		Chittenango	NY	136199503	Jefferson
06055	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2055 West Genesee Street		Chittenango	NY	130378763	Madison
06061	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1422 South Main Avenue		Madison	NY	122035021	Albany
06068	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	143 Rensselaers Avenue		Madison	NY	141031809	Suffolk
06073	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Calder Shopping Center	N	Y	2255 North Triphammer Road		Lake Ronkonkoma	NY	117931339	Suffolk
06075	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1050 Union Road		Wassaic	NY	148501576	Tompkins
06076	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	6649 State Road, Suite 2		Wassaic	NY	142245402	Eric
06083	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Price Chopper Plaza	N	Y	2265 Downer Street		Granville	NY	147791570	Ontario
06086	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	9519 FOSTER WHEELER ROAD		Baldwinsville	NY	130273270	Ontario
06091	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	River Mall Shopping Center	N	Y	321 Pine Tree Road		Deursville	NY	144179195	Ontario
06094	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	100 Pine Street		Ithaca	NY	148540219	Tompkins
06098	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	East Hill Plaza	N	Y	146 East 86th Street		Port Jervis	NY	127711831	Orange
06101	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	8117 Niagara Falls Boulevard		Manhatten	NY	100282107	New York
06104	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Port Plaza	N	Y	10 Broad Street		Niagara Falls	NY	143044708	Niagara
06107	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2887 Harlem Road		Glens Falls	NY	128014327	Warren
06112	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Pine Plaza	N	Y	128 North Center Street		Chesconing	NY	142252527	Eric
06114	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	175 Main Street		Albion	NY	145309701	Wyoming
06118	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Price Chopper Shopping Center	N	Y	128 North Center Street		Albion	NY	144111231	Ontario
06121	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	200 North Main Street		Clifton Park	NY	120651668	Saratoga
06123	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	200 North Main Street		Waltville	NY	148951323	Allegany
06125	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	100 Main Street		Saratoga Springs	NY	119320069	Suffolk
06127	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	9 East Grand Street		Palatine Bridge	NY	147791571	Suffolk
06129	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	511 Avery Avenue (Temporary Relocation)		Palatine Bridge	NY	132641811	Montgomery
06131	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	131 Route 303		Valley Cottage	NY	109891921	Rockland
06133	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	19 Miner Street		Canastota	NY	136171231	Rockland
06135	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Lake Ridge Plaza	N	Y	614-616 Columbia Turnpike		East Greenbush	NY	120611610	Rensselaer
06137	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Canion Plaza	N	Y	50 North Main Street		New City	NY	109563719	Rensselaer
06139	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1201 U.S. Route 9		New City	NY	125904116	Rockland
06141	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	New City Shopping Center	N	Y	3842 Harlem Road		Wappinger Falls	NY	125904116	Dutchess
06143	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Imperial Plaza	N	Y	22 Main Street (New Lease)		Cheshonking	NY	142151945	Eric
06145	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Har-Ken Plaza	N	Y	345-381 Flatbush Avenue		Hosick Falls	NY	126902002	Rensselaer
06147	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	781 1/2 Street		Kingston	NY	124012743	Ulster
06149	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	4407 Military Road		Niagara Falls	NY	143012321	Niagara
06151	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	Route 10		Tupper Lake	NY	128661409	Franklin
06153	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.	Ames Plaza	N	Y	1941 Seneca Street		Niagara Falls	NY	143051333	Niagara
06155	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1740 Seneca Street		Buffalo	NY	137311066	Delaware
06157	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3242 Route 39		Buffalo	NY	142020210	Eric
06159	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	178 NEW HYDE PARK ROAD		Buffalo	NY	142020210	Eric
06161	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	534 Hudson Street		Buffalo	NY	142020210	Eric
06163	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	657 Broadway		Buffalo	NY	142020210	Eric
06165	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	383 North Central Avenue		Buffalo	NY	142020210	Eric
06167	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1018 Broadway		Buffalo	NY	142020210	Eric
06169	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	6000 Transit Road (Temporary Location)		Buffalo	NY	142020210	Eric
06171	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2474 Bailey Avenue		Buffalo	NY	142020210	Eric
06173	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	131 Center Street		Buffalo	NY	142020210	Eric
06175	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	4074 Main Street		Buffalo	NY	142020210	Eric
06177	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	258 Elm Street		Buffalo	NY	142020210	Eric
06179	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	125 South Tupper Road		Buffalo	NY	142020210	Eric
06181	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	232-262 HOOKER AVENUE		Buffalo	NY	142020210	Eric
06183	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	135 West Main Street		Buffalo	NY	142020210	Eric
06185	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	153 Prospect Street		Buffalo	NY	142020210	Eric
06187	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	81 North Main Street		Buffalo	NY	142020210	Eric
06189	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	654-650 Main Street		Buffalo	NY	142020210	Eric
06191	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	Route 38		Buffalo	NY	142020210	Eric
06193	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3916 Carman Road		Buffalo	NY	142020210	Eric
06195	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	670 Thurston Road		Buffalo	NY	142020210	Eric
06197	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	845 Albort Road		Buffalo	NY	142020210	Eric

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center Name	Address One	Address Two	City	State	Zip	County
Millien Supermarket Shopping Center	2172 Penfield Road		Penfield	NY	145261736	Monroe
Crossroad Shopping Center	3101 N.Y. Route 43	P.O. Box 372	West Sand Lake	NY	121960372	Rensselaer
	1107 Main Street		Peckkill	NY	105662907	Witchester
	2136 Grand Island Boulevard		Grand Island	NY	140722194	Eric
	130 Central Avenue		Silver Creek	NY	141361339	Chautauque
	756 East Park Street		Bacon	NY	125083019	Dutchess
	40 East State Avenue		Buffalo	NY	142133042	Eric
	41 Buffalo Road		Buffalo	NY	145101147	Livingston
	2023 Sheridan Drive		Buffalo	NY	142212998	Eric
	2141 Fillmore Avenue		Buffalo	NY	142142493	Eric
	3953 Lockport Olcott Road		Lockport	NY	140941132	Niagara
	1108 State Street		Youngstown	NY	141741008	Niagara
	1315 Jefferson Avenue		Schenectady	NY	123072610	Schenectady
	964 Halsey Street		Brooklyn	NY	112331403	Kings
	284-292 Connecticut Street		Buffalo	NY	142082102	Eric
	609 Main Street		Buffalo	NY	142132442	Eric
	937 Curry Road		Farmingdale, L.I.	NY	117341100	Nassau
	318 Jefferson Plaza		Schenectady	NY	123032909	Schenectady
	206 Merrick Road		Rockville Centre	NY	117761104	Suffolk
	96-01 Queens Boulevard		Manhattan	NY	117603325	Nassau
	2550 Seamanes Neck Road		Queens	NY	100231517	New York
	315 Arsenault Street		Queens	NY	113740000	Queens
	89 Brookside Avenue		Staten Island	NY	117823243	Nassau
	1070 Genesee Street		Staten Island	NY	135009113	Nassau
	114-122 Main Street		Westport	NY	109810033	Orange
	420 South Broadway		Buffalo	NY	142131907	Eric
	438 South Park Avenue		Buffalo	NY	146212003	Monroe
	344 Avenue X		Buffalo	NY	132123235	Oswego
	76-78 Main Street		Brooklyn	NY	107052301	Westchester
	71 Main Street		Brooklyn	NY	142042618	Eric
	5 Cedar Lane		Brooklyn	NY	142030000	Eric
	546-538 West 207th Street		Hudson Falls	NY	112235914	Kings
	Village Med-X Pharmacy		Bronx	NY	128392215	Washington
	27 West Main Street		Bronx	NY	104754613	Bronx
	35 Forgham Street		Bronx	NY	121181591	Monroe
	609 East Main Street (New Lease)		Bronx	NY	144201648	Rensselaer
	165-02 Baisley Boulevard		Bronx	NY	128300609	Greene
	352 Route 306		Manhasset Neck	NY	109420511	New York
	301 Main Street		Manhasset Neck	NY	108133324	New York
	97 Palmetto Avenue		Manhasset Neck	NY	137831027	Dutchess
	308 West 30th Street		Manhasset Neck	NY	148911927	Wayne
	175 Pennsylvania Avenue		Manhasset Neck	NY	143221148	Wayne
	201 Henry Johnson Boulevard		Manhasset Neck	NY	114342517	Queens
	310 South Pearl Street		Manhasset Neck	NY	121549701	Rensselaer
	149 Market Street		Manhasset Neck	NY	109521646	Rockland
	261 Ulca Boulevard		Manhasset Neck	NY	144562638	Ontario
	731 Crane Street		Manhasset Neck	NY	109281809	Ontario
	911 Morris Park Avenue		Manhasset Neck	NY	128221121	Saratoga
	650 Castle Hill Avenue		Manhasset Neck	NY	147012452	Chautauque
	3795 East Main Street		Manhasset Neck	NY	100196601	New York
	61-37 108th Street		Manhasset Neck	NY	117101821	Staten
			Manhasset Neck	NY	128823136	Essex
			Manhasset Neck	NY	122101323	Albany
			Manhasset Neck	NY	120470113	Albany
			Manhasset Neck	NY	122021940	Albany
			Manhasset Neck	NY	132053528	Montgomery
			Manhasset Neck	NY	120311136	Schenectady
			Manhasset Neck	NY	104623710	Bronx
			Manhasset Neck	NY	104731402	Bronx
			Manhasset Neck	NY	140631410	Chautauque
			Manhasset Neck	NY	113751347	Queens



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
04195	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	282 8th Avenue		Manhattan	NY	100014801	Queeny
04196	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	87 9th Avenue & 22nd		New York	NY	100114917	New York
04197	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	7th Avenue & 14th Street		New York	NY	100116072	New York
04201	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	7th Avenue		New York	NY	100130272	New York
04202	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	71-81 1st Street		New York	NY	100130494	New York
04206	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	113 4th Avenue & 12th Street		New York	NY	100092909	Kings
04208	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	516 East 14th Street & Avenue A		New York	NY	100210504	New York
04215	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1535 2nd Avenue		New York	NY	100281408	New York
04219	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1235 Lexington Avenue & 84th		Chappaqua	NY	105143410	Westchester
04222	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	5 North Greeley Avenue		Southampton	NY	119684816	Suffolk
04226	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	R2 Nugent Street		Westhampton	NY	119782701	Suffolk
04227	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	161 Main Street		Brooklyn	NY	112664018	Kings
04244	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	302 Church Avenue		Brooklyn	NY	112541805	Kings
04246	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	892-908 Flatbush Avenue		Brooklyn	NY	104722907	Bronx
04257	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Mermaid Plaza Shopping Center	N	Y	3001-27 Mermaid Avenue		Brooklyn	NY	120422002	Kings
04258	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	101 18th Avenue		Brooklyn	NY	100118421	New York
04259	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	50th Avenue		Manhattan	NY	100266601	New York
04261	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	109th Avenue		Manhattan	NY	100266601	New York
04262	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	6201-23 Fourth Avenue		Brooklyn	NY	112305615	Kings
04269	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1040 St. John's Place		Brooklyn	NY	112137531	Kings
04271	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	90-01 Saphia Boulevard		Jamaica	NY	114353631	Queens
04274	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	115-10 Merrick Boulevard		Jamaica	NY	114341852	Queens
04277	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	4159 White Plains Road		Bronx	NY	104663021	New York
04294	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1900 Grant Boulevard		Syracuse	NY	132083022	Onondaga
04297	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1922-1983 Turnbull Avenue		Bronx	NY	104732515	New York
04298	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	186-16 Union Turnpike		Flushing	NY	113661734	Queens
04421	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Bruckner Plaza	N	Y	21 Graham Avenue		Brooklyn	NY	112064007	Kings
04428	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	4615-31 Kissena Boulevard		Flushing	NY	113554336	Queens
04435	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	10 East Broadway Street		Fulton	NY	106925332	Queens
04449	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc	Birchwood Shopping Center	N	Y	110 East Broadway Street		New York	NY	100294901	New York
04457	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	100 Third Avenue		Long Island City	NY	11033906	Queens
04459	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	32-01 Main Street		Flushing	NY	113534411	Queens
04460	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	57-16 99th Street		Flushing	NY	113534411	Queens
04461	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	346 66th Avenue		Manhasset Neck	NY	110318401	New York
04462	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2820 Jerusalem Avenue		North Bellmore	NY	117101840	New York
04490	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2 WHITNEY AVENUE		FLORAL PARK	NY	115911151	Wayne
04542	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	88 Featherbed Lane		Bronx	NY	104321601	New York
04552	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2532-54 86th Street		Brooklyn	NY	112144439	Kings
04565	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	55-08 Metropolitan Avenue		Ridgewood	NY	113851231	Kings
04570	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1916 Van Vranken Avenue		Schenectady	NY	123081629	Schenectady
04587	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	352 East 149th Street		Bronx	NY	104533901	Bronx
04604	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	4389 White Plains Road		Bronx	NY	104661414	Bronx
04607	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	89-10 Jamaica Avenue		Woodhaven	NY	114212040	Queens
04610	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	224 Flatbush Avenue		Brooklyn	NY	112444518	Kings
04613	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	532 Baychester Avenue		Bronx	NY	104662124	Bronx
04618	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	12262102		Bronx	NY	104662124	Bronx
04620	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	12237140		Brooklyn	NY	112371400	Kings
04624	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	166th Street		Brooklyn	NY	106940000	Bronx
04667	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	41-47 West Endham Road		Brooklyn	NY	106940000	Bronx
04672	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	9607 Eric Road		Brooklyn	NY	106940000	Bronx
04679	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2819 Church Avenue		Brooklyn	NY	112641648	Kings
04681	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	842 State Street		Watertown	NY	136012843	Jefferson
04688	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	1849 Second Avenue		New York	NY	102835705	Kings
04690	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	4123 Avenue D		Brooklyn	NY	112635705	Kings
04693	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	78-20 Linden Boulevard		Brooklyn	NY	114141022	Queens
04712	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	9302 Third Avenue		Brooklyn	NY	112096802	Queens
04716	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	615 South Meadow Street		Ithaca	NY	148505349	Tompkins
04722	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	887 State Route 11		Brooklyn	NY	129194942	Tompkins
04730	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	400 Suffolk Avenue	P.O. Box 216	Brooklyn	NY	117174207	Suffolk
04738	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	182 Smith Street		Brentwood	NY	120164609	Kings
04742	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	181-42 Pitkin Avenue		Brooklyn	NY	112237100	Kings
04748	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	183 Manhattan Avenue		Brooklyn	NY	112237100	Kings
04780	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	691 120th Street		Brooklyn	NY	112237100	Kings
04781	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	691 120th Street		Brooklyn	NY	112237100	Kings
04782	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	2155 Third Avenue		Brooklyn	NY	112237100	Kings
04783	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	85 Saratoga Avenue		Brooklyn	NY	112237100	Kings
04788	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	85 Saratoga Avenue		Brooklyn	NY	112237100	Kings
04790	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	85 Saratoga Avenue		Brooklyn	NY	112237100	Kings
04798	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	85 Saratoga Avenue		Brooklyn	NY	112237100	Kings
04803	633	23-1940649	RITE AID OF NEW YORK, INC	Rite Aid of New York, Inc		N	Y	85 Saratoga Avenue		Brooklyn	NY	112237100	Kings

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Center No	TAX ID	Operating Company	Tenant Corporation	Center Name	Overhead	Lease	Address One	City	State	Zip	County
04825	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2463 U.S. Route 9 West	Ravens	NY	121413114	Albany
04826	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	517-539 East 138th Street	Bronx	NY	104543007	Bronx
04827	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	813 East Tremont Avenue	Bronx	NY	104604108	Bronx
04828	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	908 State Street	Ogdensburg	NY	136693348	Ogdensburg
04829	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1881 Main Street	Rosendale	NY	114222331	Queens
04830	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2410 Merrick Avenue	Brighton	NY	146180000	Monroe
04831	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	539-563 Fulton Street	Bellmore	NY	115660000	Nassau
04832	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	39-20 Bell Boulevard	Brooklyn	NY	112015109	Kings
04833	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	71-14 Austin Street	Brooklyn	NY	113612061	Kings
04834	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2007 86th Street	Forest Hills	NY	113753335	Queens
04835	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	122-02 Liberty Avenue	Brooklyn	NY	112442203	Kings
04836	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	46-12 Greenpoint Avenue	Brooklyn	NY	114921114	Queens
04837	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	713 Brighton Beach Avenue	Brooklyn	NY	115471708	Queens
04838	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	50 Great Neck Road	Great Neck	NY	110213105	Kings
04839	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	144-29 Northern Boulevard	New York	NY	100283004	New York
04840	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	188 Montague Street	Brooklyn	NY	113544230	Kings
04841	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	40-02 Broadway	Brooklyn	NY	112013601	Kings
04842	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	5-14 63rd Drive	Astoria	NY	111034031	Queens
04843	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	17-11 Kings Highway	Brooklyn	NY	113742025	Kings
04844	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	71-14 Kings Highway	Brooklyn	NY	112291208	Kings
04845	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	55-60 Myrtle Avenue	Flushing	NY	113672720	Kings
04846	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3023 Neznamd Avenue	Ridgewood	NY	113653554	Kings
04847	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	325 Route 110	Brooklyn	NY	112352012	Kings
04848	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	8 Veterans Memorial Highway	Brooklyn	NY	117664149	Suffolk
04849	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	880 Third Avenue	New York	NY	100224730	New York
04850	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1 LeFrak City Plaza	Flushing	NY	102481160	Kings
04851	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	200 West 70th Street	Manhattan	NY	100241131	New York
04852	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	4910 Broadway	Manhattan	NY	100268334	New York
04853	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2351 Trout Avenue	Manhattan	NY	100241131	New York
04854	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	605 Trous Avenue	Manhattan	NY	100268334	New York
04855	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	2395 Great Neck Road	Manhattan	NY	117011912	Monroe
04856	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	100 North Whitwood Avenue	Manhattan	NY	117570000	Suffolk
04857	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1502 West Street	Manhattan	NY	115100000	Nassau
04858	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1220 Peninatal Boulevard	Manhattan	NY	115571224	Nassau
04859	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1861 Central Avenue	Manhattan	NY	122054221	Albany
04860	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	249 7th Avenue	Manhattan	NY	12054221	Albany
04861	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1851 Empire Boulevard	Manhattan	NY	145802109	Monroe
04862	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3220 Monroe Avenue	Manhattan	NY	12135610	Monroe
04863	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	35-45 West 125th Street	Manhattan	NY	146184608	Monroe
04864	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	140 Church Street	Manhattan	NY	100274512	New York
04865	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	17 Clinton Street	Manhattan	NY	136472214	New York
04866	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	7812 Philands Avenue	Gouverneur	NY	112435339	St. Lawrence
04867	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	56951 Whiskey Hill Road	Manhattan	NY	100170000	Kings
04868	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3050 Union Road	Manhattan	NY	145909379	Westchester
04869	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	342-376 Second Avenue	Manhattan	NY	141211315	Westchester
04870	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	3131 Hempstead Turnpike	Manhattan	NY	100166307	New York
04871	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	109-07 101st Avenue	Manhattan	NY	142211752	Queens
04872	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	87 Main Street	Jamaica	NY	114191029	Queens
04873	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	421 North Street	Manhattan	NY	113777752	Queens
04874	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		N	Y	1081 Mt. Vernon Avenue	Manhattan	NY	136621913	St. Lawrence
04875	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	147 West Liberty Street	Massena	NY	451311132	Highland
04876	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	136 WEST CENTER STREET	Hillsboro	OH	444251709	Trumbull
04877	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	540 East Middleohan Boulevard	Hubbard	OH	433025643	Marion
04878	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	590 West Main Street	Hubbard	OH	43302	Marion
04879	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	138 North 5th Avenue	Yonkers	OH	445022445	Marion
04880	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	131 North 5th Avenue	Yonkers	OH	434597101	Marion
04881	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	854 Mainburg-Centerville Road	Staubsville	OH	454481800	Jefferson
04882	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	2704 Mainburg Avenue	Staubsville	OH	444951820	Madison
04883	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y		Youngstown	OH		Madison

s.k.a. 210-220 Amsterdam Avenue

VanDerbilt, Park & Lexington Aves & 42nd

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owred	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 Ashabula Street		Jefferson	OH	440471109	Ashabula
00713	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	5001 Mahoning Avenue		Warren	OH	444831407	Trumbull
00716	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	2100 Cleveland Avenue		Columbus	OH	432242906	Franklin
00717	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	444 North High Street		Columbus	OH	432141129	Franklin
00775	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	444 South Avenue S.W.		Dayton	OH	454065815	Montgomery
00783	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	716 Todd Avenue S.W.		Warren	OH	444835608	Trumbull
00794	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	900 Union Boulevard		Englewood	OH	432222121	Montgomery
00875	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	4402 Sunset Boulevard		Steubenville	OH	439224423	Jefferson
00911	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	5498 Mahoning Avenue		Steubenville	OH	439224423	Jefferson
00928	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	404 Silver Bridge Plaza		Galena	OH	453111418	Madison
00984	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	929 North 21st Street		Galena	OH	453111418	Madison
00984	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1503 West Fifth Avenue		Newark	OH	430553919	Licking
01006	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	138 Xenia Towne Square		Columbus	OH	432122403	Franklin
01017	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	77 Oak Meadow Drive		Xenia	OH	430839332	Greene
01092	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	4400 Heathcrows Boulevard		Paris	OH	430642917	Licking
01100	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	20200 Harvard Avenue		Toledo	OH	436143112	Lucas
01167	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	633 South Broadway		Warrensville Heights	OH	441226809	Cuyahoga
01187	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1425 South Limestone Street		Springfield	OH	440411914	Ashabula
01198	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1560 Collins Drive		New Carlisle	OH	453442501	Clark
01208	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	3000 East Broad Street		Columbus	OH	432091965	Franklin
01210	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	64 Worthington Square		Columbus	OH	432091965	Franklin
01217	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	9195 Reading Road		Worthington	OH	430832006	Franklin
01225	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	108 East Sixth Street		Cincinnati	OH	452123465	Hamilton
01257	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	771 Polaris Parkway		Franklin	OH	451223465	Hamilton
01269	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	155 North Main Street		Levin Center	OH	430335643	Franklin
01347	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	5463 Manchester Road		Rittman	OH	442701580	Franklin
01350	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	137 East Avenue		Alton	OH	441194208	Franklin
01379	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	313 Second Street (Parking Lot)		Tallmadge	OH	442782339	Summit
01423	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	249 2nd Street		Marionetta	OH	457502921	Washington
01430	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	201 Whitney Avenue		Bedford	OH	457140000	Washington
01433	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1500 Main Street		Nowalk	OH	448571463	Huron
01459	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	3200 Rosevelt Avenue		Brookville	OH	437014651	Montgomery
01659	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	651 Lincoln Street		Hamilton	OH	450446424	Butler
01667	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	10764 North Street		Hamilton	OH	450114322	Butler
01788	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	8130 Ohio River Road		Hamilton	OH	450794908	Butler
01803	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	2605 Noble Road		Hamilton	OH	450416345	Butler
01896	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	411 Solida Road		Hamilton	OH	450416345	Butler
01988	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	60 Styler Road		Hamilton	OH	450416345	Butler
02296	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	209 East Main Street		Enon	OH	453231038	Clark
02303	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	2990 Derr Road		Enon	OH	453231038	Clark
02304	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	120 West Main Street		Springfield	OH	453031368	Clark
02437	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	8619 Wynnburg Road		Russell Point	OH	433489001	Logan
02441	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	800 Delaware Avenue		Waynesburg	OH	446889426	Stark
02452	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	25 West Main Street		Waynesville	OH	430401774	Union
02453	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	422 North High Street		East Palestine	OH	444131841	Columbiana
02456	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	7253 Franklin N.W.		Centland	OH	444101506	Trumbull
02490	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	4033 South Main Street		Centon	OH	447183816	Stark
02490	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	521 East State Street		Alton	OH	441193649	Summit
02565	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	13020 Miles Avenue		Alton	OH	451211420	Brown
02566	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	650 Northfield Road		Cincinnati	OH	451055146	Cuyahoga
02583	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1820 Franklin Street		Cincinnati	OH	451055146	Cuyahoga
02583	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	306 West Water Street		London	OH	430611949	Jefferson
02590	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	1921 S. DEFIANCE ROAD		Oak Harbor	OH	430294946	Jefferson
02629	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	267 North Main Street		Wellington	OH	430294946	Jefferson
02637	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	120 South Main Street		Wellington	OH	440601045	Fulton
02637	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	2450 Cherry Street		Wellington	OH	440601045	Fulton
02637	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	5411 Superior Avenue		Toledo	OH	433441463	Clark
02637	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	501 West Street		Cleveland	OH	436082667	Lucas
02637	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	10502 S. Clair Avenue		Chardon	OH	441031344	Cuyahoga
02637	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y	2915 Woodburn Avenue		Cleveland	OH	441081955	Cuyahoga
02637	636	23-1940651	RITE AID OF OHIO, INC.	Rite Aid of Ohio, Inc.		N	Y			Cincinnati	OH	452061413	Hamilton





STORE LOCATIONS

LEASED STORES

Center	Center No	TAX ID	Operating Company	Transtar Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
0161	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.	Southgate USA	N	Y	11302 Euclid Avenue		Cleveland	OH	441063925	Cuyahoga
0163	638	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.	University Plaza	N	Y	21800 Libby Road		Maple Heights	OH	441370600	Cuyahoga
0164	639	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1438 South Water Street		Kent	OH	442403148	Portage
0167	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.	Shoreway Shopping Center	N	Y	304 East State Street		Alliance	OH	446014938	Stark
0169	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.	Port Clinton Plaza	N	Y	106 East Lake Road		Sheffield Lake	OH	440541114	Lorain
0171	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	2625 Madison Road		Columbus	OH	432237200	Franklin
0179	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.	Outdorm Plaza	N	Y	1636 East Perry Street		Port Clinton	OH	435213332	Otawa
0180	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1420 West County Line Road		Columbiana	OH	448704128	Eric
0181	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.	Outwood Square Shopping Center	N	Y	110 West County Line Road		Columbiana	OH	440893011	Columbiana
0182	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1001 Elida Avenue		Delphos	OH	443142154	Allen
0183	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1047 Kenmore Boulevard		Delphos	OH	443142154	Allen
0191	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.	Lake East Medical Center	N	Y	11 Jackson Street (Temp. Location)	617 HEBRON ROAD	North Canton	OH	447212462	Seneca
0192	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	2574 Easton Street, N.E.		Tiffin	OH	448831102	Stark
0193	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	SOUTHGATE SVC		HEATH	OH	430561004	Licking
0198	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	54 South State Street		Painesville	OH	447021417	Stark
0228	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	227 Market Avenue North		East Cleveland	OH	441124228	Cuyahoga
0230	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	13743 Euclid Avenue		Clyde	OH	434101647	Stark
0232	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	710 North Main Street		Dayton	OH	454082134	Montgomery
0235	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	2808 Germantown Street		Dayton	OH	454202849	Montgomery
0236	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	2916 Linden Avenue		Springfield	OH	453042607	Clark
0237	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	401 West North Street		Springfield	OH	453042607	Clark
0247	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	115 South Main Street		Franklin	OH	430191225	Knott
0248	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	480 North Main Street		Wilmington	OH	446909419	Huron
0257	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	14610 Harvard Avenue		Winton	OH	440441245	Lorain
0265	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	2100 East Dublin-Granville Road		Winton	OH	442818357	Cuyahoga
0266	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	340 West Main Street		Winton	OH	442818357	Cuyahoga
0267	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1600 Lombourne Road		Winton	OH	432293525	Franklin
0268	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	11511 Kinnaman Road		Winton	OH	432071444	Carroll
0269	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	11702 Lorain Avenue		Columbus	OH	441045946	Franklin
0271	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1045 Wooster Avenue		Cleveland	OH	441154442	Cuyahoga
0276	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	2312 North Main Street		Cleveland	OH	443071073	Summit
0277	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	2417 Shawnee Road		Alton	OH	454023459	Montgomery
0286	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	114 12th Street, N.E.		Lima	OH	458061407	Allen
0289	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	Patrons Road		Carrollton	OH	447031024	Stark
0290	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	116 1/2 North Main Street		Warren	OH	444850000	Trumbull
0291	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1475 Linden Road		Warren	OH	443103114	Summit
0292	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	143 Broad Street		Warren	OH	444850000	Trumbull
0293	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	218 Chestnut Street		Warren	OH	443103114	Summit
0294	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	16207 Detroit Avenue		Warren	OH	440046520	Ashabula
0295	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	15596 West High Street		Warren	OH	441243358	Cuyahoga
0296	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	325 West Broad Street		Warren	OH	440355319	Lorain
0297	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	711 Park Road		Warren	OH	438121131	Cocheco
0298	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1403 Wooster Road, West		Warren	OH	441073784	Cuyahoga
0299	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	5821 Dunham Road		Warren	OH	440629292	Cuyahoga
0300	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	4580 Liberty Avenue		Warren	OH	440629292	Cuyahoga
0301	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	2709 Broadway Avenue		Warren	OH	440629292	Cuyahoga
0302	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1914 Bailey Road		Warren	OH	440629292	Cuyahoga
0303	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	501 East Emmitt Avenue		Warren	OH	440629292	Cuyahoga
0304	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	3036 Gender Road		Warren	OH	440629292	Cuyahoga
0305	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	501 North Main Street		Warren	OH	440629292	Cuyahoga
0306	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1315 Salem Avenue		Warren	OH	440629292	Cuyahoga
0307	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	13155 Salem Avenue		Warren	OH	440629292	Cuyahoga
0308	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	8085 Brown Road		Warren	OH	440629292	Cuyahoga
0309	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	2853 Emme Avenue		Warren	OH	440629292	Cuyahoga
0310	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	230 South Main Street		Warren	OH	440629292	Cuyahoga
0311	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	8404 Madison Avenue		Warren	OH	440629292	Cuyahoga
0312	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1819 West 3rd Street		Warren	OH	440629292	Cuyahoga
0313	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	30500 Lakeshore Boulevard		Warren	OH	440629292	Cuyahoga
0314	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	7109 Harvard Avenue		Warren	OH	440629292	Cuyahoga
0315	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	13470 Cedar Road		Warren	OH	440629292	Cuyahoga
0316	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	715 Park Avenue		Warren	OH	440629292	Cuyahoga
0317	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	780 High Street		Warren	OH	440629292	Cuyahoga
0318	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0319	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0320	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0321	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0322	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0323	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0324	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0325	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0326	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0327	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0328	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0329	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0330	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0331	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0332	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0333	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0334	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0335	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0336	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0337	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0338	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0339	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH	440629292	Cuyahoga
0340	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y			Warren	OH		

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tranaco Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip
04814	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.	King Sun Plaza Shopping Center	N	Y	222 South Main Street		Oronville	OH	446671910
04825	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1138 Wilmington Avenue		Dryton	OH	454201662
04828	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	5055 Altrix Road		Sylvania	OH	454602451
04832	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1045 Whistling Avenue		Cambridge	OH	437252441
04841	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	1849 North Ridge Road		Middletown	OH	446572639
04849	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	11490 Main Street		Cincinnati	OH	452311131
04857	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	334 West Parkview Street		Sandusky	OH	448704804
04863	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	100 South Leavitt Road		Amherst	OH	442120058
04875	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	3871 Center Ridge Road		Wartburg	OH	441154024
04885	636	23-1940651	RITE AID OF OHIO, INC.	RITE AID OF OHIO, INC.		N	Y	169 Lancaster Pike		Wesley	OH	441154024
00134	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	199 Kordon Avenue		Hinesville	GA	305331308
00145	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	5675 Rising Sun Avenue		Homestead	PA	191201625
00170	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	218 Eagle Valley Mall	Route 447	East Stroudsburg	PA	180401315
00180	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1628-36 Chestnut Street		Philadelphia	PA	191035119
00183	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1300 West McDade Boulevard		Woodlyn	PA	190941501
00184	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	644 East Main Street		Lansdale	PA	194462980
00185	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	741 Route 113		Levittown	PA	189641000
00186	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	4371 State Road		New Britain	PA	189019811
00187	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	785 Hunt Road		Huntington Valley	PA	190683741
00188	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	2701-2711 Parade Street	Routes 435 & 402	Eric	PA	165042811
00216	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	990 North Main Street		Greensburg	PA	154460638
00216	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	5504 Walnut Street		Greensburg	PA	154460638
00263	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	2300 Jane Street		Pittsburgh	PA	152134001
00268	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1912 Merry Avenue		Pittsburgh	PA	152032212
00272	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	500 East Lancaster Avenue		Pittsburgh	PA	152171608
00273	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	345 West Broad Street		Shillington	PA	196071365
00274	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	495 North 3rd Street		Shillington	PA	189511250
00290	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	105 Old York Road		Warminster	PA	189741291
00291	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	8445 Franklin Avenue		Warminster	PA	189741291
00301	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	268 Peterson Avenue		York	PA	17579343
00311	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	12 Douglasville Shopping Center		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	800 Basileton Pike		York	PA	17579343
00331	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	525 Penn Avenue		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street		York	PA	17579343
00325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		N	Y	1200 West Market Street				

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center Name	Center No.	TAX ID	Operating Company	Tenant Corporation	Owned	Lease	Address One	Address Two	City	State	Zip	County
Bells Corner Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	6140 Woodland Avenue		Philadelphia	PA	19142212	Philadelphia
Leopards Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	324 High Street		Ponstown	PA	19464637	Montgomery
Crossman's Building	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	6744-46 North Fifth Street		Philadelphia	PA	19126028	Philadelphia
Ardmore West Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	4300-08 Frankford Avenue		Philadelphia	PA	19124502	Philadelphia
Pennrose Park	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	8358-8362 Bustleton Avenue		Philadelphia	PA	19152190	Philadelphia
Greentree Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1717 Van Broeseveldt Boulevard		Boylston	PA	18018574	Northampton
Lawrence Park Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1716 New Falls Road		Levittown	PA	18052701	Bucks
Roanoke Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	11750 New Park Avenue		Whithall	PA	19162515	Philadelphia
Chestnut Ridge Plaza	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1165 MacArthur Avenue		Ardmore	PA	19003140	Montgomery
Cheriton Mall	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	326 East Chester Pike		Philadelphia	PA	19074120	Delaware
Twin Borough Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	169 West Lancaster Avenue		Philadelphia	PA	19003140	Montgomery
Sharon City Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	500 North Chadds Ford Boulevard		Philadelphia	PA	19144330	Philadelphia
Academy Plaza	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3900 Center Avenue		Philadelphia	PA	17901368	Schuykill
Cheriton Village	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1852 Brownsville Road		Philadelphia	PA	19132301	Philadelphia
Pennsbury Plaza Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1440 East High Street		Philadelphia	PA	19170452	Philadelphia
Hogewell Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1901 Sprout Road		Gilbertsville	PA	19523951	Chester
Willowbrook Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	127 West Lancaster Pike		Lawrence Park	PA	19008150	Delaware
Harleysville Meadowbrook	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	320 East Lincoln Highway		Broomall	PA	19320167	Delaware
Albion Garden Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	103 East County Line Road		Cowleysville	PA	19087305	Delaware
Southampton Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	313 North County Line Road		Wayne	PA	19087305	Delaware
Blue Bell Shopping Center	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	8130 Rosewood Boulevard		Hatfield	PA	19040100	Montgomery
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	401-403 South Main Street		Balsboro	PA	15717016	Indiana
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	Route 68 & Interstate 80		Philadelphia	PA	19152291	Philadelphia
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3949 Lincoln Highway		Philadelphia	PA	18118168	Lackawanna
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	Main & Bridge Streets		Clifton	PA	18148921	Delaware
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	60 South Water Street		Downingtown	PA	19335503	Chester
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1137 Market Street		Spring City	PA	19475140	Chester
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	256 & Butler Street		Lemoyne	PA	16146135	Mercer
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3200 Red Lion Road		Easton	PA	17011470	Cumberland
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3210 Banksville Road		Drexel Hill	PA	19024302	Nonparagon
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	2131-59 North Broad Street		Delaware	PA	19024302	Delaware
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	300 Chestnutcock Boulevard		Pittsburgh	PA	15162757	Allegheny
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	174 West Main Street		Philadelphia	PA	19123105	Philadelphia
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1233 West Main Street		Wayne	PA	19087560	Delaware
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	5409-13 West Main Street		Morrisville	PA	19067980	Greene
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3951 Broadhead Road		Bensalem	PA	15314107	Washington
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	3290 Chestnut Avenue		Monongahela	PA	15063282	Washington
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	131 Pennell Road		Altoona	PA	19021742	Bucks
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1315 East Washington Lane		Boothwyn	PA	19061458	Beaver
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	2 Main Street		Aston	PA	19014309	Delaware
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	2503-05 Welsh Road		Philadelphia	PA	19138107	Delaware
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	640 Montgomery Ave.		Philadelphia	PA	19432400	Montgomery
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	25 East Pike Street		Philadelphia	PA	19143203	Philadelphia
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	25 East Pike Street		Philadelphia	PA	18661158	Luzerne
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	215 South Broad Street		Brookhaven	PA	19072201	Montgomery
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1611 East Carson Street		Brookhaven	PA	18961200	Bucks
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	725 Lyric Boulevard (New Lease)		Philadelphia	PA	18324211	Monroe
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	102 North Main Street		Philadelphia	PA	18324211	Monroe
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	310 Chestnut Road		Pittsburgh	PA	15203170	Allegheny
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1320 Chestnut Drive		McKeesport	PA	15132266	Allegheny
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	155 East North Street		Pittston	PA	18640216	Luzerne
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	929 South High Street		McKean	PA	15228131	Allegheny
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	2910 South 70th Street		West Chester	PA	18735162	Nonparagon
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	1650 Main Street		Philadelphia	PA	18701340	Luzerne
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y	412 Broadway Street (New Lease)		Philadelphia	PA	19382566	Chester
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y			Philadelphia	PA	19142292	Philadelphia
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y			Lackawanna	PA	18447134	Lackawanna
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y			Bedford	PA	15537121	Bedford
	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	Rite Aid of Pennsylvania, Inc.	N	Y			Allegheny	PA	15108162	Allegheny

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
01548	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Sharon Hill Plaza	N	Y	610 Broad Street		New Bethlehem	PA	162421106
01569	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Acme Plaza Shopping Center	N	Y	630 Main Street		Ponca	PA	159461540
01581	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	North 6th Street @ Green-wich Street		Sharon Hill	PA	190791915
01589	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	5173 Liberty Road		Reading	PA	196021157
01628	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	Sharon Hill @ Carey Street		Library	PA	151296502
01632	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Zulba's IGA Shopping Center	N	Y	700 East Main Street		Perry Township	PA	156771259
01662	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	707 Sharon New Circle Road		Perry	PA	187051610
01672	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	6912 New Falls Road		Phillyra	PA	170217004
01685	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Instalco's Supermarket Shopping Center	N	Y	801 Wyoming Avenue		Lebanon	PA	171211361
01693	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	1 Camp Hill Mall, Suite 106		Lebanon	PA	190724100
01698	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Slippery Rock Plaza (Building Lease)	N	Y	223 Grove City Road		West Newton	PA	150670900
01704	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Imperial Point Plaza (Building Lease)	N	Y	9141 Ridge Road		Camp Hill	PA	170111735
01709	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Edgewood Village Shopping Center	N	Y	657 Heacock Road		Slippery Rock	PA	164179645
01726	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	1 Centennial Way		Yardley	PA	190656338
01733	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Jeffersonville Shopping Center	N	Y	412 Route 22		Scottdale	PA	156831744
01739	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	1930 West Main Street		Delmont	PA	152600000
01758	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Taylor Shopping Center	N	Y	9 North 32nd Street		Jeffersonville	PA	194033175
01766	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	1345 South Main Avenue		Philadelphia	PA	191392644
01800	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Swader Plaza	N	Y	4399 Richmond Street		Philadelphia	PA	185043237
01830	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Strawberry Square	N	Y	10 South 2nd Street		Clifton Heights	PA	191371912
01847	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Bi-Lo Plaza	N	Y	2801 West Duquesne Street		Philadelphia	PA	191482711
01874	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Village Shopping Center	N	Y	1516 Jefferson Avenue		Philadelphia	PA	191323452
01892	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Colonial Plaza	N	Y	387 York Avenue		Wynner	PA	198017552
01922	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Kelly's Korner	N	Y	2533 Kensington Avenue		North Crossroads	PA	183011909
01936	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	1709 Liberty Avenue		Philadelphia	PA	191251321
01944	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Lionville Shopping Center	N	Y	2103 North Third Street		Eric	PA	17101812
01955	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	451 North Main Street		Hamburg	PA	173621130
01963	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	315 West Fourth Street		Quarryville	PA	175661922
01975	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	162 Eagle View Boulevard		Chester	PA	193413012
01981	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	2017-2023 South Broad Street		Chester	PA	193413012
02000	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Cambridge Square	N	Y	900 Mount Royal Boulevard		Philadelphia	PA	191485505
02018	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Parkwood Shopping Center	N	Y	Spring Road, Route 156		Fittsburgh	PA	152231060
02048	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	12351		Tobyhanna	PA	184669806
02076	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	2623 Conestoga Street		Uniontown	PA	151541927
02092	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	4810 Penn Avenue		Uniontown	PA	154031814
02194	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	329 Post Allegheny Road		Uniontown	PA	156081111
02196	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	2023A Linglestown Road		Uniontown	PA	159129592
02198	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	102 Easton Road		Homer	PA	168497464
02200	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Beaufort Plaza	N	Y	330 Cumberland Parkway		Homer	PA	170555271
02218	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Parkway Plaza Shopping Center	N	Y	762 East Johnson Highway		Mechanicburg	PA	170491171
02248	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	North Hills Shopping Center	N	Y	3605 Airport Road		Northampton	PA	180194906
02260	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	P.O. Box 628		Northampton	PA	181039406
02271	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Village Center at Hamlin	N	Y	1645 Manheim Pike		Hamlin	PA	184270628
02276	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	452 Pond Street		Lancaster	PA	176013027
02277	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	4132 North George Street Extended		Bristol Borough	PA	190075121
02298	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Sunnyway Foods Shopping Center	N	Y	59 Warm Spring Road		East Manchester Township	PA	173459208
02326	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	1701 Third Street		East Manchester	PA	172019497
02426	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	62-70 East Baltimore Avenue		Beaver	PA	150092432
02427	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Faulter Valley Plaza	N	Y	2000 Philip Street		Lansdowne	PA	190502741
02445	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	156 West Main Street		Lansdowne	PA	183211904
02474	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	City Heights Shopping Center	N	Y	245 South George Street		Edwardsville	PA	187043105
02476	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	60 East Deane Street		Edwardsville	PA	187025216
02478	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	101-111 West Main Street		York	PA	174035501
02480	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	129 East Centre Street		York	PA	174035501
02482	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	847 Midland Avenue		York	PA	174035501
02484	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	300 Market Street		York	PA	174035501
02485	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	1001 Jefferson Avenue		York	PA	174035501
02486	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	Y	1690 Edgemont Avenue		York	PA	190155325

RITE AID CORPORATION

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
02564	619	23-1940657	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Dallas Village Shopping Center	N	Y	113-131 West Wyoming Avenue		Philadelphia	PA	191401628	Philadelphia
02568	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Dallas Village Shopping Center	N	Y	2121 Lehigh Avenue		Dallas	PA	186120000	Luzerne
02578	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	North Reading Plaza	N	Y	3610 Germantown Avenue		Philadelphia	PA	191322654	Philadelphia
02587	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	North Reading Plaza	N	Y	2070 Allentown Pike		Philadelphia	PA	191404226	Philadelphia
02591	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Treattown Shopping Center	N	Y	1000 York Street		Temple	PA	195601200	Berks
02595	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Treattown Shopping Center	N	Y	1000 York Street		Reading	PA	196073646	Berks
02596	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Festival at Exton	N	Y	311 State 4th Street		Trenton	PA	180879802	Lehigh
02604	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Mount Joy Square	N	Y	426 West Lincoln Way		Philadelphia	PA	191431701	Philadelphia
02621	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Kings Village Shopping Center	N	Y	6000 North Broad Street		Exton	PA	193412569	Philadelphia
02683	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Freedom Square	N	Y	8243 Stanton Avenue		Philadelphia	PA	191401910	Philadelphia
02699	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.	Maple Lawn Village Center	N	Y	3135 East Goy Street		Philadelphia	PA	193232417	Lancaster
02702	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1000 York Street		Philadelphia	PA	195414922	Montgomery	
02705	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1770 Godwin Highway		Philadelphia	PA	191233926	Philadelphia	
02709	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	339 Spring Garden Street		Philadelphia	PA	191233926	Philadelphia	
02746	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1401 West Cheltenham Avenue		Philadelphia	PA	151462011	Allegheny	
02748	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	3939 Butler Street		Philadelphia	PA	152013222	Allegheny	
02768	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	623 S. Clair Avenue		Philadelphia	PA	150251436	Allegheny	
02781	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	4641-51 Chestnut Street		Philadelphia	PA	184288160	Allegheny	
02780	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	719 North Homewood Avenue		Philadelphia	PA	191442326	Philadelphia	
02793	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1201 Bethlehem Pike		Philadelphia	PA	191503429	Philadelphia	
02797	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1527 State Street		Philadelphia	PA	194604723	Chester	
02798	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1303 Shenmeyer Street		Philadelphia	PA	194604723	Chester	
02800	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	2160 Fern Avenue		Philadelphia	PA	184071927	Lackawanna	
02801	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	690-24 West Hunting Park		Philadelphia	PA	161371067	Mercer	
02802	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1800-14 Menningville Avenue		Philadelphia	PA	196991675	Berks	
02803	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	500 Hawk Ridge Drive		Philadelphia	PA	191214311	Berks	
02804	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	2101 East Allegheny Avenue		Philadelphia	PA	191231021	Philadelphia	
02805	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	648 East Washington Street		Philadelphia	PA	19041747	Philadelphia	
02806	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	2132-38 East Lehigh Avenue		Philadelphia	PA	152013222	Philadelphia	
02807	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	213 West Main Street		Philadelphia	PA	150251436	Allegheny	
02808	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	802 Pennsylvania Avenue		Philadelphia	PA	152081848	Allegheny	
02809	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	70 Buckwater Road, #113		Philadelphia	PA	190021308	Montgomery	
02810	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	323 South Main Street		Philadelphia	PA	171031400	Dauphin	
02811	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	200 Chamber Plaza		Philadelphia	PA	152241626	Allegheny	
02812	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	821 Chambers Avenue		Philadelphia	PA	194032211	Montgomery	
02813	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1814 Spruce Road		Philadelphia	PA	195679705	Berks	
02814	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1941 Derry Street		Philadelphia	PA	152071623	Allegheny	
02815	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	413 East Queen Street		Philadelphia	PA	152061070	Allegheny	
02816	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1786-L Columbia Avenue		Philadelphia	PA	152032501	Berks	
02817	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	455-K North Enola Rd		Philadelphia	PA	151481801	Montgomery	
02818	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	825 Baltimore Street		Philadelphia	PA	161251433	Montgomery	
02819	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	5260 Simpson Ferry Road		Philadelphia	PA	161271223	Montgomery	
02820	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	1550 Columbia Avenue		Philadelphia	PA	161252022	Mercer	
02821	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N	5440 Lansdowne Avenue		Philadelphia	PA	152121409	Allegheny	
02822	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	184779802	Lackawanna	
02823	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	194681814	Montgomery	
02824	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	152011054	Washington	
02825	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	191513221	Philadelphia	
02826	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	150221605	Washington	
02827	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	151363804	Allegheny	
02828	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	150711023	Allegheny	
02829	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	173509553	Adams	
02830	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	170131150	Cumberland	
02831	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	171042334	Dauphin	
02832	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	172012325	Franklin	
02833	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	172122317	Lancaster	
02834	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	170222128	Cumberland	
02835	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	170551350	York	
02836	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	170631457	Cumberland	
02837	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	191043518	Philadelphia	
02838	619	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc.		N			Philadelphia	PA	191313924	Philadelphia	

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
03682	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Brandywine Village Shopping Center	N	Y	615 West Pike Street		Canonsburg	PA	153171064	Washington
03688	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	4616-4630 North Broad Street		Philadelphia	PA	191401218	Philadelphia
03689	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	202 Broad Street		Mifflord	PA	183371321	Pike
03768	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1249-55 Horseshoe Pike		Downingtown	PA	193355152	Chester
03770	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1608-1008 Market Street		Philadelphia	PA	191074205	Philadelphia
03773	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	500-259 Germantown Avenue		Philadelphia	PA	191331618	Philadelphia
03781	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1818-14 South Broad Street		Philadelphia	PA	185041866	Lancaster
03804	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	704-20 East Passyunk Avenue		Philadelphia	PA	191473017	Philadelphia
03825	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	10 Newport Plaza		Newport	PA	191477332	Perry
03853	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	801 South 9th Street		West Chester	PA	193801562	Wilmington
03876	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	304 Depot Street		Lancaster	PA	156501562	Wilmington
03959	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1500 West Moyamensing Avenue		Philadelphia	PA	191454925	Philadelphia
04256	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	2301 Walnut Street		Philadelphia	PA	191034305	Philadelphia
04260	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	811 East State Street		Sharon	PA	161463361	Mercer
04275	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Roslyn Shopping Center	N	Y	1321 Easton Road		Abrington Township	PA	190012401	Monroeville
04284	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	4299 Union Deposit Road		Harrisburg	PA	171112802	Dauphin
04286	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	3601 Walnut Street		Harrisburg	PA	171092526	Dauphin
04288	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Village Square	N	Y	151 East Main Street	P. O. Box 370	Middletown	PA	170903770	Ferry
04289	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Midway Plaza	N	Y	151 East Main Street		Middletown	PA	170572725	Dauphin
04290	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Hallifax Plaza Shopping Center	N	Y	108 North Middletown Road		Hallifax	PA	175221668	Dauphin
04292	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc	Cloutier Shopping Center	N	Y	137 RAILROAD AVENUE		York	PA	174041516	York
04293	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	48-50 South Oak Street	P. O. Box 157	Mt. Carmel	PA	18221	Schuylkill
04419	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	5 Friendly Drive		Duncansville	PA	170201157	Perry
04468	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1529 Freppon Road (New Lease)		Williamsport	PA	177616201	Lewis
04554	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	3425 Liberty Road		Nazareth Heights	PA	150651314	Lebanon
04611	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	6731 Woodland Avenue		Castle Shannon	PA	152434634	Allegheny
04616	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	5040 City Line Avenue		Philadelphia	PA	191421602	Philadelphia
04676	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	208 East Central Avenue (New Lease)		Philadelphia	PA	191311441	Philadelphia
04682	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	407 Central Avenue		Johnstown	PA	163541845	Crawford
04732	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	600 Williams Mark Drive (New Lease)		Homestead	PA	151201945	Allegheny
04781	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	823A East Chestnut Street		Lancaster	PA	176023127	Lancaster
04782	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	5100 Liberty Road		McMurry	PA	151022829	Washington
04783	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	4937 Central Pike		Bethel Park	PA	151022829	Washington
04818	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	1000 North Church Street		Hershey	PA	170330025	Cumberland
04930	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	5701 and 5705-07 North Broad Street		Philadelphia	PA	182019607	Lucerne
04932	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	101-103 East Lehigh Avenue		Philadelphia	PA	191510000	Philadelphia
04968	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	7972 Castor Avenue		Philadelphia	PA	191510000	Philadelphia
04983	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	2470 Bedford Street		Philadelphia	PA	191532024	Philadelphia
04988	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	201 Grace Street		Johnstown	PA	159041436	Cambria
04990	639	23-1940652	RITE AID OF PENNSYLVANIA, INC	Rite Aid of Pennsylvania, Inc		N	Y	9920 Basileton Avenue		Pittsburgh	PA	152111303	Allegheny
09121	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Region 2 Market Office	N	Y	2 Kirby Avenue	Suite 450	Mountain Top	PA	191521149	Allegheny
01050	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Erwin Village Shopping Center	N	Y	1252 North Main Street		Erwin	PA	187071213	Luern
01151	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Rockwood Square Shopping Center	N	Y	330 Parkway Center		Greentown	PA	152200000	Allegheny
01158	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc		N	Y	918 Hillboro Boulevard (New Lease)		Tazewell	VA	376509122	Union
01296	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Schnee Square Shopping Center	N	Y	409 Mulberry		Manchester	VA	373552000	Coffee
01309	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Midway Shopping Plaza	N	Y	160 Highland Drive		Dunlap	VA	383752307	Sequatchie
01352	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Bi-Lo Shopping Center	N	Y	2145 Duke Street, W.		McKenzie	VA	382012606	McNairy
01391	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc		N	Y	103 North State Street		Cleveland	VA	373123760	Carroll
01409	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Loudon Plaza Center	N	Y	103 North State Street		Cleveland	VA	373116998	Bradley
01697	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Oncida Plaza	N	Y	490 Tin-Country Boulevard		Mountain City	TN	376811333	Johnson
01726	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Shopping Center	N	Y	2111 Highway 72 North		Union City	TN	378402016	Renton
01735	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Whites Supermarket Shopping Center	N	Y	106 West Rags Street		London	TN	378410443	Scott
01735	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc	Valley Center	N	Y	417 Boones Creek Road		Sparta	TN	385811883	White
01735	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc		N	Y	336 Sumner Drive		Johnson	TN	376593165	Washington
01735	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc		N	Y	1735 W. State of Franklin Rd.	P. O. Box 4426	Johnson City	TN	376046573	Washington
01735	643	23-2047224	RITE AID OF TENNESSEE, INC	Rite Aid of Tennessee, Inc		N	Y	440 North Mt. Juliet Road		Mt. Juliet	TN	371223134	Wilson

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owned	Lease	Address Desc	Address Two	City	State	Zip
0482	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	830 East Main Street	P.O. Box 384	Warburg	VT	378874144
0483	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	1000 Gainsboro Highway		Warburg	VT	378874144
0484	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	507 West Elk Avenue		Warburg	VT	378874144
0485	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	North Park Shopping Center	N	Y	503 Tennessee Highway / 100		Warburg	VT	378874144
0486	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	857 North Elm Boulevard		Warburg	VT	378874144
0487	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	210 Main Street	P.O. Box 697	Warburg	VT	378874144
0488	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	580 Harville Pike		Warburg	VT	378874144
0489	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	Route 3	P.O. Box 1463	Warburg	VT	378874144
0490	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	210 McMurtry Boulevard		Warburg	VT	378874144
0491	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	923 South Cumberland Avenue		Warburg	VT	378874144
0492	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	801 North Main Street		Warburg	VT	378874144
0493	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	509 College Street		Warburg	VT	378874144
0494	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	205 W. Pleasant Ave (Temporary Location)		Warburg	VT	378874144
0495	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Anna Plaza	N	Y	895 Penny Road, #6		Warburg	VT	378874144
0496	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Commercial Shop Park	N	Y	350 Northside Drive		Warburg	VT	378874144
0497	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	294 Main Street		Warburg	VT	378874144
0498	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	P.O. Box 1731	Route 7A	Warburg	VT	378874144
0499	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Grand Union Plaza	N	Y	Routes 9 and 100 (Main Street)		Warburg	VT	378874144
0500	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Grand Union Shopping Center	N	Y	364 S. Main Street		Warburg	VT	378874144
0501	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Green Mountain Shopping Center	N	Y	364 S. Main Street		Warburg	VT	378874144
0502	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	Newport Depot Road	P.O. Box 1157	Warburg	VT	378874144
0503	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	1024 North Avenue	P.O. Box 618	Warburg	VT	378874144
0504	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	29-31 Main Street		Warburg	VT	378874144
0505	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	9 Suite Wilson Road		Warburg	VT	378874144
0506	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	957 Memorial Drive		Warburg	VT	378874144
0507	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	101 Rosser Avenue	Route 5	Warburg	VT	378874144
0508	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	121 North Main Street		Warburg	VT	378874144
0509	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	2141 South Crater Road		Warburg	VT	378874144
0510	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	3210 Oaklawn Boulevard		Warburg	VT	378874144
0511	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	315-D Jefferson Davis Highway		Warburg	VT	378874144
0512	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	The Crossings	N	Y	1175 East Main Street		Warburg	VT	378874144
0513	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Circle Shopping Center	N	Y	1175 East Main Street		Warburg	VT	378874144
0514	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Fredericksburg Shopping Center	N	Y	1175 East Main Street		Warburg	VT	378874144
0515	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	West Falls Church Plaza	N	Y	1175 East Main Street		Warburg	VT	378874144
0516	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	273 South Fraley Boulevard		Warburg	VT	378874144
0517	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Dumfries Shopping Center	N	Y	850 University City Boulevard		Warburg	VT	378874144
0518	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	711 West Main Street		Warburg	VT	378874144
0519	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	380 East Main Street (Ground Lease)		Warburg	VT	378874144
0520	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	1500 West Beverly Street		Warburg	VT	378874144
0521	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	975 Hodges Ferry Road		Warburg	VT	378874144
0522	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	Highway 83 & Brush Creek	P.O. Box 1309	Warburg	VT	378874144
0523	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	14th & Main Streets	P.O. Box 1077	Warburg	VT	378874144
0524	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	U.S. 88A & State Route 72	P.O. Box 1501	Warburg	VT	378874144
0525	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	South Main Street	P.O. Box 2043	Warburg	VT	378874144
0526	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	4205 Benula Road	P.O. Box 610	Warburg	VT	378874144
0527	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Cherestown Square Shopping Center	N	Y	Drewer L		Warburg	VT	378874144
0528	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Riverside Shopping Center	N	Y	1113 Lee Highway	P.O. Box 936	Warburg	VT	378874144
0529	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Gray's Shopping Center	N	Y	1411 Thinking Spring Road		Warburg	VT	378874144
0530	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	8703 State Mill Road		Warburg	VT	378874144
0531	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	1533 East Pembroke Avenue		Warburg	VT	378874144
0532	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Fordham Shopping Center	N	Y	333 Crystal Lane		Warburg	VT	378874144
0533	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	120 West Reservoir Road		Warburg	VT	378874144
0534	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	2900-G Hampton Highway		Warburg	VT	378874144
0535	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Shady Bank Shopping Center	N	Y	410 Fairfax Pike		Warburg	VT	378874144
0536	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y	1201 Volvo Parkway		Warburg	VT	378874144
0537	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Greenbrier Shopping Center	N	Y	7764 Gunston Plaza Drive		Warburg	VT	378874144
0538	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Gunston Plaza Center	N	Y	9811 Chester Road		Warburg	VT	378874144
0539	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.	Old Centralia Crossing	N	Y	459 North Ridge Road		Warburg	VT	378874144
0540	641	23-1940633	RITE AID OF VERMONT, INC.	Rite Aid of Vermont, Inc.		N	Y			Warburg	VT	378874144

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Transit Corporation	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip
02621	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Well Station Shopping Center	N	Y	5601B Richmond Road		Williamsburg	VA	231851919
02622	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Beaton Village Center	N	Y	11017 Marsh Road		Beaton	VA	227129315
02623	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Village Square Shopping Center	N	Y	15105 Patrick Henry Highway		Annetta	VA	230028905
02624	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	125 U.S. Route 460 East		Granby	VA	246149424
02625	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	2582 Jefferson Davis Highway, #301		Richmanville	VA	231113901
02626	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Aquia Town Center	N	Y	203 Kings Highway		Richmond	VA	230653600
02627	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Ferry Farm Shopping Center	N	Y	10446 Ridgefield Parkway	Suite 700	Richmond	VA	231331544
02628	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Glennades Shopping Center	N	Y	700 McKinney Boulevard		Colonial Beach	VA	224431924
02629	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Beachgate Center	N	Y	7003-C Manchester Boulevard		Alexandria	VA	223044831
02630	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Festival at Manchester Lakes	N	Y	3263 Columbia Pike		Arlington	VA	220031013
02631	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Westmont Shopping Center	N	Y	7434 Little River Turnpike		Fairfax	VA	220322539
02632	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Little River Center	N	Y	9579 Braddock Road		Fairfax	VA	221434243
02633	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Twinbrook Centre	N	Y	1720 Duke Street		Alexandria	VA	223102908
02634	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	240 Elliott Plaza Shopping Center	Route 13 Bypass	Elkton	VA	231022908
02635	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Church Street Crossing	N	Y	782-2 Frederick Boulevard		Portsmouth	VA	237074105
02636	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	801 Woodway Street		Portsmouth	VA	234772909
02637	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	6921 Lake Harbour Drive		Midlothian	VA	231129998
02638	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	103 Woodway Street		Midlothian	VA	230479202
02639	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	Route 3, Box 3B		Boysville	VA	224279404
02640	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	10 South Waterford Avenue		Hampton	VA	236691610
02641	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	State Route 80	P O Box 1680	Galax	VA	243331234
02642	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	422 East Stuart Drive		Richmond	VA	231351804
02643	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Crysal Gateway	N	Y	7228 Hull Street Road		Richmond	VA	220223283
02644	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Bermuda Square	N	Y	12633 Jefferson Davis Highway		Chesler	VA	238315307
02645	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	100 South College Drive		Chesler	VA	238512423
02646	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	1420 South Main Street		Franklin	VA	228012931
02647	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	East Lury Shopping Center	N	Y	12 East Lury Shopping Center		Harrisonburg	VA	228351349
02648	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Culmore Shopping Center	N	Y	6003 Leesburg Pike		Luray	VA	226412203
02649	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Hillwood Shopping Center	N	Y	705 Dominion Square Shopping Center		Falls Church	VA	2277012479
02650	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	157 Hillwood Avenue		Falls Church	VA	220462913
02651	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	2708 Williamsburg Road		Falls Church	VA	223212033
02652	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Rose Hill Shopping Center	N	Y	6106 Lee Hill Drive		Richmond	VA	231019001
02653	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Brad Lee Shopping Center	N	Y	3614 King Street		Alexandria	VA	223092326
02654	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	ML Vernon Shopping Center	N	Y	8244 Richmond Highway		Alexandria	VA	223081249
02655	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Brighton Plaza	N	Y	6229 Little River Turnpike		Alexandria	VA	231321716
02656	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Foxtase Shopping Center	N	Y	4515 Duke Street		Alexandria	VA	223042503
02657	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Hollin Hall Shopping Center	N	Y	7968 Fort Hunt Road		Alexandria	VA	223081249
02658	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Bancroft Shopping Center	N	Y	940 South George Mason Drive		Arlington	VA	222041557
02659	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Crysal Plaza	N	Y	2120 Cuyal Plaza Arcade		Arlington	VA	222023708
02660	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Crysal Underground	N	Y	1667 Cuyal Square Arcade		Arlington	VA	222023222
02661	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Lee Harrison Shopping Center	N	Y	2503 North Harrison Street		Arlington	VA	222071616
02662	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Wastover Shopping Center	N	Y	5841 North Washington Boulevard		Arlington	VA	220303103
02663	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	10521 Lee Highway		Fairfax	VA	230052201
02664	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	607 England Street		Ashland	VA	226304419
02665	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Royal Oak Shopping Center	N	Y	210 North Commerce Avenue		From Royal	VA	230615121
02666	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Gloucester Shopping Center	N	Y	6908 Main Street		Gloucester	VA	238609932
02667	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	2105 Chatham Boulevard		Gloucester	VA	23243721
02668	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	425 South King Street		Richmond	VA	201753619
02669	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	7019 West Main Street		Richmond	VA	231114647
02670	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Harover Village Shopping Center	N	Y	5724 Hopkins Road		Richmond	VA	232540405
02671	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Macomber Plaza	N	Y	2011 Huguenot Road		Richmond	VA	23222123
02672	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Huguenot Village Shopping Center	N	Y	502 East Laburnum Avenue		Richmond	VA	232204223
02673	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	520 West Broad Street		Richmond	VA	232254142
02674	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Parkway Plaza	N	Y	10080 Hull Street Road		Richmond	VA	232361409
02675	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	6335 Jahake Road		Richmond	VA	232254142
02676	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	9199 Prestcott Avenue		Richmond	VA	232254142
02677	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	1312 Chain Bridge Road		Richmond	VA	231019001
02678	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Chestbrook Shopping Center	N	Y	6234 Old Dominion Drive		Manassas	VA	221014217
02679	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Warwick Village Shopping Center	N	Y	WESTGATE COMMONS S/C		McLean	VA	22102
02680	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc	Blue Ridge Station Shopping Center	N	Y	14260 Warwick - Denbigh Boulevard	7407 COLSHIRE DRIVE	Newport News	VA	236237116
02681	647	21-1940653	RITE AID OF VIRGINIA, INC	Rite Aid of Virginia, Inc		N	Y	609 East Main Street	Suite 8	Purcellville	VA	201323182



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
0371A	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Ravenworth Shopping Center	5230 Port Royal Road		Springfield	VA	221512102
0371B	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		963 Providence Square Center		Virginia Beach	VA	234644301
0371C	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Hunters Woods Village Center	320 Leskin Road		Virginia Beach	VA	234513020
0371D	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Roslyn Metro Center	2260A Hunters Woods		Roslyn	VA	201912896
0371E	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		1700 North Moore Street		Arlington	VA	222091903
0371F	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Northern Virginia Shopping Center	515 North Main Street		Winchester	VA	234344426
0371G	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Pines Shopping Center	51 Walburner Avenue	Suite 641	Warrenton	VA	226013801
0371H	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		696 Elms Cree Highway		Richmond	VA	201704723
0371I	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Waraw Village Shopping Center	1220 North 25th Street		Richmond	VA	232252241
0371J	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Radford Shopping Center	Route 360	P. O. Box 1298	Radford	VA	232271298
0371K	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		7478 Lee Highway	Route 11	Radford	VA	232271298
0371L	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Warwick Shopping Center	5229 Jefferson Davis Highway		Harrisonburg	VA	234066274
0371M	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Glebe Lee Shopping Center	4902 West Mercury Boulevard		Fredericksburg	VA	234066274
0371N	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Chesapeake Square	10818 Warwick Boulevard		Hampton	VA	234601374
0371O	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Laburnum Park	25096 Lanford Highway		Newport News	VA	234601374
0371P	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	108 Ghent Square Shopping Center	4340 South Laburnum Avenue		Onley	VA	234180710
0371Q	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Cape Henry Plaza Shopping Center	737 Independence Boulevard		Richmond	VA	234582905
0371R	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Strawbridge Marketplace	2129 General Booth Boulevard, Suite 119		Virginia Beach	VA	234511367
0371S	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		628 Newport Road		Virginia Beach	VA	234548872
0371T	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.	Willow Oaks Shopping Center	1 Fox Hill Road		Virginia Beach	VA	234621631
0371U	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		5500 George Washington Highway		Potomac	VA	236691739
0371V	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		8935 Peninsula Boulevard		Potomac	VA	237042239
0371W	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		525 West 21st Street		Richmond	VA	232282323
0371X	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		20800 Great Falls Plaza		York	VA	226928222
0371Y	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		2749 South Independence Boulevard		York	VA	23171983
0371Z	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		3701 Academy Avenue		Norfolk	VA	235171983
0372A	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		6711 Richmond Highway		Norfolk	VA	235171983
0372B	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		400 Libbie Avenue		Norfolk	VA	234991426
0372C	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		240 South Battlefield Boulevard		Norfolk	VA	234991426
0372D	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		833 North Battlefield Boulevard		Norfolk	VA	234991426
0372E	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		1100 Hazy Road		Norfolk	VA	234991426
0372F	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		590 West Chesnut Street		Norfolk	VA	234991426
0372G	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		3516 Campbell Avenue		Norfolk	VA	234991426
0372H	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		212 Memorial Avenue		Norfolk	VA	234991426
0372I	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		2917 Brandon Avenue, S.W.		Norfolk	VA	234991426
0372J	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		324 Virginia Beach Boulevard		Norfolk	VA	234991426
0372K	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		1660 Independence Boulevard		Norfolk	VA	234991426
0372L	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		6221 West Broad Street		Norfolk	VA	234991426
0372M	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		112 South Main Street		Norfolk	VA	234991426
0372N	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		3310 The Boulevard		Norfolk	VA	241792241
0372O	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		599 Mount Clinton Pike		Norfolk	VA	241533653
0372P	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		3306 Electric Road		Norfolk	VA	241533653
0372Q	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		3212 Riverside Drive		Norfolk	VA	241533653
0372R	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		501 North Coalter Street		Norfolk	VA	241533653
0372S	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		1168 Peers Creek Road, N.E.		Norfolk	VA	241533653
0372T	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		1020 Orange Avenue, N.W.		Norfolk	VA	241533653
0372U	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		5793 Princess Anne Road		Norfolk	VA	241533653
0372V	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		1109 Lakeside Avenue		Norfolk	VA	241533653
0372W	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		6130 Chesapeake Boulevard		Norfolk	VA	241533653
0372X	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		795 North Main Street		Norfolk	VA	241533653
0372Y	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		5036 Fennell Parkway		Norfolk	VA	241533653
0372Z	647	23-1940653	RITE AID OF VIRGINIA, INC.	Rite Aid of Virginia, Inc.		5600 Georgia Avenue, N.W. (Ground Lease)		Norfolk	VA	241533653

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	23-140654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	801 H Street, N.E.		Washington	DC	200022628	District Of Columbia
03531	609	23-140654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, D.C., Inc.	Executive Building	N	Y	1306 U Street, N.W.		Washington	DC	200094445	District Of Columbia
03845	609	23-140654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, D.C., Inc.	Universal Building (New Lease)	N	Y	1034 15th Street, N.W.		Washington	DC	200051502	District Of Columbia
03873	609	23-140654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, D.C., Inc.	Fontaine Square	N	Y	1815 Connecticut Avenue		Washington	DC	200095702	District Of Columbia
04822	609	23-140654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, D.C., Inc.		N	Y	3301 New Mexico Avenue, N.W.		Washington	DC	200163622	District Of Columbia
04957	609	23-140654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, D.C., Inc.		N	Y	4635 South Capitol Street, S.W.		Washington	DC	200322717	District Of Columbia
00113	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	8 Cherry River Plaza	N	Y	401 Rhode Island Avenue		Manassas	VA	201837708	District Of Columbia
00113	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	Route 10, P.O. Box 376		Pineville	WV	256305776	Logan
00113	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	200 K&H Blvd, 376		Pineville	WV	248740370	Wyoming
00113	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	101 A Rosemont Boulevard		Blainville	WV	259270802	Greenbrier
00141	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	902 North Lewis Street		Glennville	WV	259706123	Lincoln
00141	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	406 Washington Street		Richwood	WV	261641706	Lincoln
00173	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	Short Street & Valley Avenue		Richwood	WV	262611376	Nicholas
00280	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	513 Stokes Avenue		Hinton	WV	259512553	Nicholas
00284	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	6401 Seasonville Drive		Hinton	WV	253129463	Nicholas
00286	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	U.S. Route 119		Stonewall	WV	250719802	Monroe
00294	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	1121-C Staffed Drive		Elkview	WV	247402483	Monroe
00452	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	1 Elk Plaza	N	Y	111 Kruger Street		Princeton	WV	260035120	Ohio
00481	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Princeton Shopping Center	N	Y	2102 Warwood Road		Whiteling	WV	260037106	Harrison
00733	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	161 Main Street		Chertburg	WV	265012910	Lewis
00734	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	312-14 West Main Street		Chertburg	WV	265451944	Lewis
00901	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	20 South Florida Street		Blacksburg	WV	262017665	Randolph
00906	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	P.O. Box 809		Blacksburg	WV	262413299	Randolph
00914	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Elkins Shopping Center	N	Y	Route 19 South		Chertburg	WV	265019380	Harrison
00917	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	500 Ransford Plaza	N	Y	Route 19 South		Chertburg	WV	264931122	Harrison
00919	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	137 South Main Avenue		Westover	WV	263954206	Monongalia
00921	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	150 West Main Street		Westover	WV	267271640	Monongalia
00933	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	28 Main Avenue		Logan	WV	260103331	Logan
00934	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	3001 MacCorkle Avenue, S.E.		Charmston	WV	259013377	Lincoln
00935	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	406 West Washington Street		Charmston	WV	259023131	Lincoln
00936	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	810 West 14th Street		Charmston	WV	257904307	Cabell
00936	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	660 South Main Street		Huntington	WV	251901245	Boone
00942	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Westland Plaza	N	Y	1015 Bridge Road		Madison	WV	251401740	Boone
00944	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	305 5th Avenue (Formerly #3379)		Charleston	WV	251431740	Kanawha
00946	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	333 MacCorkle Avenue, S.W.		St. Albans	WV	251772838	Kanawha
00949	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	1201 Main Street, East		South Charleston	WV	253031263	Kanawha
00949	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	1681 16th Street		Oak Hill	WV	259013123	Fayette
00950	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Fairfield Plaza	N	Y	Route #3, Box 67		Huntington	WV	257013862	Cabell
00951	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	305 Beckley Plaza		Beckley	WV	252099803	Boone
00957	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Beckley Plaza	N	Y	106 West North Street (Parking Lot)		Beckley	WV	258012215	Boone
00959	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Red Oak Shopping Center	N	Y	406 South Main Street		Ripley	WV	252711217	Raleigh
00961	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	406 South Main Street		Ripley	WV	249701348	Greenbrier
00967	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	406 South Main Street		Ripley	WV	252699009	Greenbrier
00968	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	2620 Fifth Avenue		Huntington	WV	257021329	Cabell
01002	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	6401 U.S. Route 60		Huntington	WV	250412000	Cabell
01013	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	3175 East Dupont Avenue		Huntington	WV	250511200	Cabell
01044	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Quincy Center	N	Y	2700 East Dupont Avenue		Belle	WV	250151200	Kanawha
01277	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Ripley Shopping Center	N	Y	Route 33 - Miller Drive		Ripley	WV	252710810	Kanawha
01289	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	173 Main Street		Clay	WV	250410786	Lincoln
01305	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	406 Smoot Avenue		Danville	WV	250300386	Boone
01359	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	Parklane Plaza	N	Y	Route 3, Box 7-3		Weston	WV	264529646	Boone
01380	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	P.O. Box 460, Cook Parkway		Ozaca	WV	248700460	Wyoming
01381	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	781 Virginia Avenue (New Lease)		Welch	WV	248012341	Wyoming
01405	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	401 Maran Avenue		Mullens	WV	258214300	Wyoming
01408	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	2 Dudley Avenue		Parkersburg	WV	261041810	Wood
01416	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	#5 Southgate Shopping Center		Spencer	WV	252761128	Roane
01418	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	Routes 55 & 20		Parkersburg	WV	261018921	Wood
01420	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	109 East Main Street		Craigsville	WV	262059677	Nicholas
01421	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	101-101 South Main Street		Phillippi	WV	265821126	Marian
01422	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	1560 East 7th Street		Phillippi	WV	264161316	Barbour
01423	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	200 Grand Central Avenue		Parkersburg	WV	261014260	Wood
01424	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	444 Thompson Avenue		Vienna	WV	261051300	Wood
01425	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y	1301 Washington Street East		Parkersburg	WV	261041200	Wood
01426	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.		N	Y			Charleston	WV	253011916	Kanawha



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
0207	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Winlow Village Shopping Center	N	Y	201 Broadway East		Seattle	WA	98103	King
0208	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	805 NORTH 45TH ST		SEAATTLE	WA	98103	Hinc
0210	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	202 Third Avenue		Seattle	WA	98104	King
0212	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	1300 Madison Street		Seattle	WA	98104	King
0213	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	433 University Way, N.E		Seattle	WA	98104	King
0215	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	301 High School Road, N.E.		Bainbridge Island	WA	98104	King
0216	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	9000 Rainier Avenue South		Seattle	WA	98115	Kitsap
0217	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	2403 Third Avenue South		Seattle	WA	98115	King
0219	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Wentwood Town Center	N	Y	2600 S.W. Barlow Street	Suite D	Seattle	WA	98121	King
0220	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	13201 Aurora Avenue, North		Seattle	WA	98148	King
0221	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Rainier Plaza	N	Y	5117 Rainier Avenue, South		Seattle	WA	98148	King
0222	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Lake Forest Park Towne Center	N	Y	17171 Bobball Way, N.E	Suite 150	Lake Forest Park	WA	98155	King
0223	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	14524 Bobball Way, N.E.		Burien	WA	98146	King
0224	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	501 S.W. 148th Street		Seattle	WA	98146	King
0225	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	655 N.W. Richmond Beach Road		Everett	WA	98166	King
0226	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	1901 North Broadway		Everett	WA	98201	King
0227	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Burien Shopping Center	N	Y	4920-A Evergreen Way		Everett	WA	98203	King
0228	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Richmond Beach	N	Y	10103 Evergreen Way		Everett	WA	98203	King
0229	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	College Plaza	N	Y	303 91st Avenue, N.E.		Everett	WA	98203	King
0230	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Southeast Plaza	N	Y	1402 S.E. Everett Mill Way		Everett	WA	98203	King
0231	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Lake Stevens Marketplace	N	Y	1517 Commercial Avenue		Everett	WA	98203	King
0232	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Everett Mall	N	Y	1400 Stewart Street		Everett	WA	98203	King
0233	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Thrifty Mart Development	N	Y	1400 Stewart Street		Everett	WA	98203	King
0234	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	3223 Northway Avenue		Anacortes	WA	98226	Skagit
0235	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	220 16th Street		Bellingham	WA	98224	Whatcom
0236	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Schoone Village	N	Y	1225 East Sunset Drive	Suite 110	Bellingham	WA	98224	Whatcom
0237	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Sunset Square	N	Y	3923 Guide-Meridian Avenue		Bellingham	WA	98224	Whatcom
0238	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Meridian Village	N	Y	1733 "H" Street		Bellingham	WA	98224	Whatcom
0239	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Blaine Marketplace	N	Y	8156 Guide Meridian Road	Suite 500	Blaine	WA	98230	Whatcom
0240	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	18906 State Route 2		Lynden	WA	98264	Whatcom
0241	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Towne Centre Mall	N	Y	251 Marysville Mall		Marysville	WA	98272	Whatcom
0242	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Slight Valley Mall	N	Y	242 East College Way		Monroe	WA	98272	Whatcom
0243	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Harbor Pointe Shopping Center	N	Y	11700 S.R. 525	Suite 500	Mt. Vernon	WA	98273	Skagit
0244	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Island Plaza Shopping Center	N	Y	31645 State Route 20		Maplele	WA	98279	Skagit
0245	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Crossroads Square	N	Y	406 Crossroads Square		Oak Harbor	WA	98284	Island
0246	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	2681 78th Avenue, N.W.	P.O. Box 1679	Sedro Woolley	WA	98292	Skagit
0247	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Opus Ray Plaza	N	Y	4205 Kitsap Way		Stanwood	WA	98310	Skagit
0248	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Harbor Plaza	N	Y	418 Point Poodick Drive, N.W.		Bremerton	WA	98312	Kitsap
0249	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Surprise Lake Square	N	Y	631 S.E. 1st Meridian		Bremerton	WA	98312	Kitsap
0250	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	110 Port Angeles Plaza		Port Angeles	WA	98354	Pierce
0251	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Port Angeles Plaza	N	Y	3282 Bobal Road, S.E.		Port Angeles	WA	98354	Pierce
0252	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Treatment Plaza Shopping Center	N	Y	1323 East Main Avenue		Port Angeles	WA	98354	Pierce
0253	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Valley Plaza Shopping Center	N	Y	3717 Meridian Street, South		Port Angeles	WA	98354	Pierce
0254	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Willows Shopping Center	N	Y	11220 Canyon Road, East		Port Angeles	WA	98354	Pierce
0255	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Silverdale Plaza	N	Y	2860 N.W. Bucklin Hill Road		Silverdale	WA	98389	Pierce
0256	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	21302 State Route 410 East		Bonney Lake	WA	98462	Pierce
0257	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	7041 Pacific Avenue		Tacoma	WA	98407	Pierce
0258	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Tacoma Mall	N	Y	4502 South Stevic Street	Suite 476	Tacoma	WA	98407	Pierce
0259	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	15801 Pacific Avenue, South		Tacoma	WA	98446	Pierce
0260	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Spanaway Village Shopping Center	N	Y	3840 Bridgeport Way, West		Tacoma	WA	98446	Pierce
0261	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Green Fir Village	N	Y	1850 South Mildred Street		Tacoma	WA	98466	Pierce
0262	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	James Center	N	Y	400 Cooper Point Road, S.W.		Tacoma	WA	98466	Pierce
0263	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Capital Village	N	Y	701 Steaker Kinney Road, S.E.		Olympia	WA	98503	Thurston
0264	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	South Sound Shopping Center	N	Y	1515 Marva Road, N.E.		Olympia	WA	98503	Thurston
0265	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Hawth Prairie Mall	N	Y	4776 Whitman Lane, S.E.		Olympia	WA	98513	Thurston
0266	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	300 East Washburn Street		Aberdeen	WA	98513	Thurston
0267	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y	515 Harbour Avenue		Aberdeen	WA	98520	Thurston
0268	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Centennial Shopping Center	N	Y			Centennial	WA	98531	Crows Harbor
0269	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		N	Y			Centennial	WA	98531	Crows Harbor

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
05285	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Lewis County Mall	N	Y	181 N.E. Hampe Way		Yreka	CA	96152	Yreka
05286	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Riverway Plaza	N	Y	1000 Algiers Drive	P.O. Box 1869	Yreka	CA	96152	Yreka
05287	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Thungate Shopping Mall	N	Y	317 Kappa Drive		Langston	WA	98626	Cowlitz
05288	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	3-A Plaza	N	Y	612 N.E. 81st Street		Longview	WA	98653	Cowlitz
05289	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	612 N.E. 81st Street		WENATCHEE	WA	98646	Chelan
05290	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Omahe Shopping Center	N	Y	500 South Pioneer Way	1300 NORTH MILLER AVENUE	Wenatchee	WA	98801	Grant
05291	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Valley Mall	N	Y	606 Omahe Drive	Route 2, Box 2101	Omak	WA	98841	Moses Lake
05292	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	2204-B Wan Nob Hill Boulevard		Okemah	WA	98841	Grant
05293	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	2515 Main Street		Union Gap	WA	98906	Yakima
05294	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	5606 Summit View Avenue		Ellensburg	WA	99008	Yakima
05295	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	700 South Main Street		Sunnyside	WA	98966	Yakima
05296	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	2010 Yakima Valley Highway, Suite C		Pullman	WA	99154	Yakima
05297	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Mid Valley Mall	N	Y	112 North Howard Street	Suite 115	Pullman	WA	99154	Yakima
05298	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Whiteland Shopping Center	N	Y	1201 West Sprague Avenue		Spokane	WA	99201	Spokane
05299	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Manito Shopping Center	N	Y	2501 West Wallerley Avenue		Spokane	WA	99201	Spokane
05300	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Shadle Shopping Center	N	Y	1501 East Sprague Avenue		Spokane	WA	99201	Spokane
05301	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Opportunity Shopping Center	N	Y	10722 East Sprague Avenue		Spokane	WA	99206	Spokane
05302	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Franklin Park Mall	N	Y	10722 East Sprague Avenue		Spokane	WA	99206	Spokane
05303	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Argonne Mission Center	N	Y	5530 North Division Street		Spokane	WA	99206	Spokane
05304	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	9310 North Division Street		Spokane	WA	99207	Spokane
05305	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Wanderers Mall	N	Y	1443 North Argonne Road		Spokane	WA	99218	Spokane
05306	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Lincoln Heights Shopping Center	N	Y	9980 North Newport Highway		Spokane	WA	99218	Spokane
05307	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Southgate Center	N	Y	12420 North Division Street		Spokane	WA	99218	Spokane
05308	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Court Street Plaza	N	Y	2929 East 29th Avenue		Spokane	WA	99223	Spokane
05309	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	4514 South Regal Street		Spokane	WA	99223	Spokane
05310	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	1308 North 20th Avenue		Pasco	WA	99301	Franklin
05311	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Columbia Plaza	N	Y	213 North 4th Avenue		Pasco	WA	99301	Franklin
05312	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Highlands Center	N	Y	843 Columbia Center		Kennewick	WA	99326	Benton
05313	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Washington Plaza	N	Y	101 North Ely Street		Kennewick	WA	99326	Benton
05314	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	1548 George Washington Way		Richland	WA	99352	Benton
05315	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	2025 S.W. Tualatin Valley Highway		Walla Walla	WA	99362	Benton
05316	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Alaska Market Center	N	Y	2025 S.W. Tualatin Valley Highway		Walla Walla	WA	99362	Benton
05317	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	3115 S.W. Cedar Hills Boulevard		Beaverton	OR	97006	Washington
05318	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	14625 S.W. Allen Boulevard		Beaverton	OR	97005	Washington
05319	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Carby Square	N	Y	1025 S.W. 1st Street		Carby	OR	97013	Washington
05320	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Sunnyside Marketplace	N	Y	12002 S.E. Sunnyside Road		Carby	OR	97013	Washington
05321	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Hood Shopping Center	N	Y	1555 N.E. Division Street		Clackamas	OR	97015	Clackamas
05322	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Cascade Commons Shopping Center	N	Y	2049 West Cascade Avenue		Clackamas	OR	97015	Clackamas
05323	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	90 7th Avenue		Hood River	OR	97031	Multnomah
05324	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	16303 S.W. Bryant Road		Laque Orwigo	OR	97034	Clackamas
05325	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Oregon City Shopping Center	N	Y	22 Oregon City Shopping Center		Oregon City	OR	97034	Clackamas
05326	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	785 South Columbia River Highway		St. Helens	OR	97051	Clatsop
05327	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Cascade Square	N	Y	1400 West 6th Street		St. Helens	OR	97051	Clatsop
05328	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Wisconsin Town Center	N	Y	8235 S.W. Wilsonville Road		St. Helens	OR	97051	Clatsop
05329	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	North Park Plaza	N	Y	2425 S.E. Hood Valley Highway		Woodburn	OR	97070	Washington
05330	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Sunset Plaza	N	Y	2023 S.W. 1836th Avenue		Woodburn	OR	97070	Washington
05331	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	McMinnville Plaza	N	Y	1150 North U.S. Highway 99W		Hillsboro	OR	97124	Washington
05332	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Springbrook Plaza	N	Y	145 South Springbrook Road		Hillsboro	OR	97124	Washington
05333	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Youngs Bay Plaza	N	Y	8316 North Ivenshoe Road		McMinnville	OR	97124	Washington
05334	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Rivergate Shopping Center	N	Y	5431 S.W. Scholls Ferry Road		Newberg	OR	97132	Washington
05335	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Hollywood Market Square	N	Y	622 S.W. Alder Street (Lease 1 Of 2)		Warrenton	OR	97146	Washington
05336	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Mall 205	N	Y	10108 S.E. Washington Street		Portland	OR	97205	Multnomah
05337	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	1814 N.E. 41st Avenue		Portland	OR	97205	Multnomah
05338	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	5431 S.W. Beaverton-Hillsdale Highway		Portland	OR	97211	Multnomah
05339	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	10860 S.E. Oak Street		Portland	OR	97211	Multnomah
05340	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Milwaukie Market Place	N	Y	12480 S.W. Main Street		Milwaukie	OR	97223	Clatsop
05341	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Greenway Town Center	N	Y	16200 S.W. Main Street		Tigard	OR	97223	Washington
05342	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	11190 S.W. Pacific Highway	Suite E	Tigard	OR	97223	Washington
05343	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	64401 S.E. Division Street		Portland	OR	97236	Washington
05344	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y	11930 S.E. Division Street		Portland	OR	97236	Washington
05345	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Division Crossing	N	Y			Portland	OR	97266	Multnomah
05346	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05347	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05348	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05349	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05350	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05351	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05352	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05353	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05354	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05355	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05356	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05357	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05358	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah
05359	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.		N	Y			Portland	OR	97266	Multnomah



STORE LOCATIONS

LEASED STORES

Center	Corp 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 Laticiega Boulevard		Los Angeles	CA	900334603	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.	Eagle Rock Plaza	1131 North La Brea Avenue		Los Angeles	CA	900196099	Los Angeles
05447	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		4044 Eagle Rock Boulevard		Los Angeles	CA	900653698	Los Angeles
05448	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		6303 York Boulevard		Highland Park	CA	900423639	Los Angeles
05449	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Kenneth Hahn Shopping Center	7900 West Sunset Boulevard		Los Angeles	CA	900463304	Los Angeles
05450	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Westside Shopping Center	1135 Wilmingon Avenue		Los Angeles	CA	900525533	Los Angeles
05451	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Commodia Plaza	4046 South Comodita Avenue		Los Angeles	CA	900643726	Los Angeles
05452	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Baldwin Hills Retail Center	3550 South La Brea Avenue		Los Angeles	CA	900664907	Los Angeles
05453	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	The Market Place	6919 Eastern Avenue		Los Angeles	CA	900165219	Los Angeles
05454	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Bell Center/Loma Linda Plaza	5091 East Pinerose Avenue		Bell Gardens	CA	902013903	Los Angeles
05455	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		463 North Bedford Drive		Bell	CA	902104302	Los Angeles
05456	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Culver Center	300 North Canon Drive		Beverly Hills	CA	902104302	Los Angeles
05457	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Studio Village	3802 Culver Center Street		Beverly Hills	CA	902104302	Los Angeles
05458	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Crescenta Plaza	11096 Jefferson Boulevard		Culver City	CA	902316705	Los Angeles
05459	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		3300 Yorba Linda Boulevard		Culver City	CA	902316705	Los Angeles
05460	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Vail Ranch Center	7839 Firestone Boulevard		Fullerton	CA	928311709	Orange
05461	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		31797 Highway 79 South		Downey	CA	902414220	Orange
05462	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		220 East Grand Avenue		Temecula	CA	925925869	Los Angeles
05463	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		13141 South Hawthorne Boulevard		El Segundo	CA	902453827	Los Angeles
05464	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		6360 Pacific Boulevard		Gardena	CA	902473411	Los Angeles
05465	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Lynwood Town Center	1325 Long Beach Boulevard		Hawthorne	CA	902504416	Los Angeles
05466	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Maywood Town Center	447 East Shannon Avenue		Lynwood	CA	902623300	Los Angeles
05467	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Peninsula Center	21 Pacific Coast Highway		Maywood	CA	902702932	Los Angeles
05468	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Redondo Beach Shopping Center	401 North Pacific Coast Highway		Huntington Park	CA	902743506	Los Angeles
05469	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Artisan Aviation Center	1720 Aviation Boulevard		Rolling Hills	CA	902772840	Los Angeles
05470	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		9715 Otis Street		Rolling Hills	CA	902772840	Los Angeles
05471	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Lincoln Center	888 Lincoln Boulevard		Rolling Hills	CA	902840931	Los Angeles
05472	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Crenshaw / Imperial Shopping Center	11340 Crenshaw Boulevard		Rolling Hills	CA	902912866	Los Angeles
05473	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1331 Wilshire Boulevard		Van Nuys	CA	914114100	Los Angeles
05474	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1808 Wilshire Boulevard		Van Nuys	CA	914114100	Los Angeles
05475	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		2417 West Pico Boulevard		Van Nuys	CA	914114100	Los Angeles
05476	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		2240 West Sepulveda Boulevard		Van Nuys	CA	914114100	Los Angeles
05477	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1237 West Carson Street		Van Nuys	CA	914114100	Los Angeles
05478	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		2542 Pacific Coast Highway		Van Nuys	CA	914114100	Los Angeles
05479	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		808 Painter Avenue		Van Nuys	CA	914114100	Los Angeles
05480	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		7860 Norwalk Boulevard		Van Nuys	CA	914114100	Los Angeles
05481	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		8956 Knott Avenue		Van Nuys	CA	914114100	Los Angeles
05482	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		4930 Baur Road		Van Nuys	CA	914114100	Los Angeles
05483	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		4037 Baur Road		Van Nuys	CA	914114100	Los Angeles
05484	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		951 North Baker Boulevard		Van Nuys	CA	914114100	Los Angeles
05485	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		2011 WEST LA HABRA BOULEVARD		Van Nuys	CA	914114100	Los Angeles
05486	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		12805 Valley View Boulevard		Van Nuys	CA	914114100	Los Angeles
05487	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		802 Beverly Boulevard		Van Nuys	CA	914114100	Los Angeles
05488	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		17510 Camarita Avenue		Van Nuys	CA	914114100	Los Angeles
05489	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		15924 South Bellflower Boulevard		Van Nuys	CA	914114100	Los Angeles
05490	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		5520 Woodruff Avenue		Van Nuys	CA	914114100	Los Angeles
05491	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		12551 East Carson Street		Van Nuys	CA	914114100	Los Angeles
05492	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		501 South Gaffey Street		Van Nuys	CA	914114100	Los Angeles
05493	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		28100 Western Avenue		Van Nuys	CA	914114100	Los Angeles
05494	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		108 West Anaheim Street		Van Nuys	CA	914114100	Los Angeles
05495	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		601 Pine Avenue		Van Nuys	CA	914114100	Los Angeles
05496	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		5670 East 2nd Street		Van Nuys	CA	914114100	Los Angeles
05497	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		3300 East Anaheim Street		Van Nuys	CA	914114100	Los Angeles
05498	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		4402 Atlantic Boulevard		Van Nuys	CA	914114100	Los Angeles
05499	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		5545 East Spring Street		Van Nuys	CA	914114100	Los Angeles
05500	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1890 Xenium Street		Van Nuys	CA	914114100	Los Angeles
05501	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		735 East Alhambra Drive		Van Nuys	CA	914114100	Los Angeles
05502	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		39 Lar Tunes Drive		Van Nuys	CA	914114100	Los Angeles
05503	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05504	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05505	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05506	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05507	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05508	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05509	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05510	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05511	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05512	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05513	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05514	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05515	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05516	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05517	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05518	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05519	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05520	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05521	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05522	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05523	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05524	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05525	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05526	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles
05527	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.				Van Nuys	CA	914114100	Los Angeles







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
05738	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Mercedo Del Lago	31451 Santa Margarita Parkway		Rancho Santa Margarita	CA	92681837	Orange
05739	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Edinger Center	111 North Main Street		Santa Ana	CA	927015329	Orange
05740	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Bristol Plaza	1406 West Edinger Avenue		Santa Ana	CA	927044507	Orange
05741	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Valencia Valley Promenade Shop	3323 South Bristol Avenue		Orange	CA	927049745	Orange
05742	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Valencia Valley Promenade Shop	1794 Brookdale Street		Orange	CA	927087825	Orange
05743	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Fountain Valley Plaza	1794 Brookdale Street		Fountain Valley	CA	927087825	Orange
05744	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	West Park Plaza	16141 Harbor Boulevard		Fountain Valley	CA	9271081305	Orange
05745	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	University Park	3875 Alton Parkway		Irvine	CA	927148203	Orange
05746	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Brookhurst Shopping Center	18112 Culver Drive		Irvine	CA	927142730	Orange
05747	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	East Anaheim Center	921 South Brookhurst Street		Anaheim	CA	928044385	Orange
05748	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Rancho Yorba Shopping Center	2120 East Lincoln Avenue		Anaheim Hills	CA	928073124	Orange
05749	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Mission Plaza Shopping Center	5560 Santa Ana Canyon Road		Ventura	CA	930013509	Ventura
05750	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Centra Plaza	131 West Main Street		Ventura	CA	930032719	Ventura
05751	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Camarillo Village	2738 Thompson Boulevard		Camarillo	CA	930103435	Ventura
05752	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Casitas Plaza	2550 Las Pitas Road		Carpenteria	CA	930132109	Ventura
05753	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Fremont Square	1012 Casitas Pass Road		Fillmore	CA	930151925	Ventura
05754	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Orland Mall	3941 Spring Road		Orland	CA	930212753	Ventura
05755	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Olivera Plaza	11496 North Ventura Avenue		Ventura	CA	930241155	Ventura
05756	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Sycamore Center	3180 North Ventura Road		Ventura	CA	930334514	Ventura
05757	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Larwin Square	3180 North Ventura Road		Ventura	CA	930412130	Ventura
05758	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Mesa Shopping Center	221 East Howard Boulevard		Simi Valley	CA	930603315	Ventura
05759	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Mesa Shopping Center	2790 East Los Angeles Avenue		Simi Valley	CA	930631936	Ventura
05760	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Fairview Shopping Center	3845 East Los Angeles Avenue		Simi Valley	CA	930634256	Ventura
05761	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	The Plaza	1159 Los Angeles Avenue		Simi Valley	CA	930652846	Ventura
05762	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Coronet Center	823 State Street		Santa Barbara	CA	931033305	Ventura
05763	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Rutwood Plaza Shopping Center	1976 Cliff Drive		Santa Barbara	CA	931013206	Ventura
05764	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	199 North Fairview Avenue		Santa Barbara	CA	931091504	Ventura
05765	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	159 West Polk Street		Santa Barbara	CA	931172304	Ventura
05766	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Rutwood Plaza Shopping Center	7127 Hollister Avenue		Santa Barbara	CA	931172859	Ventura
05767	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	611 Cecil Avenue		Santa Barbara	CA	931202302	Ventura
05768	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1119 Visalia Road		Delano	CA	932170223	Fresno
05769	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	2520 Lake Isabella Boulevard		Delano	CA	932272504	Fresno
05770	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05771	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05772	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05773	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05774	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05775	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05776	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05777	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05778	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05779	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05780	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05781	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05782	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05783	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05784	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05785	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05786	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05787	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05788	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05789	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05790	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05791	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05792	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05793	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05794	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05795	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05796	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05797	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05798	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05799	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05800	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05801	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05802	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05803	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05804	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05805	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05806	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05807	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05808	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05809	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05810	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05811	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05812	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05813	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05814	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05815	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05816	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05817	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05818	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05819	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05820	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05821	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05822	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05823	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05824	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05825	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05826	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05827	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno
05828	660	95-4391249	THRIFTY PAYLESS, INC.	Thifty Payless, Inc.	Chico Center	1076 West Kern Avenue		Delano	CA	932272504	Fresno

STORE LOCATIONS

LEASED STORES

Center	Cmp No	TAX ID	Operating Company	Tenant Corporations	Center Name	Address One	Address Two	City	State	Zip
05841	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	East Lancaster Plaza	1030 East Avenue "J"	P O Box 128	Lancaster	CA	935343940
05842	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	East Lancaster Plaza	26 Old Mammoth Road		Mammoth Lakes	CA	935460128
05843	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Ridgecrest Towne Center	4616 East Avenue "S"		Palmdale	CA	935557852
05844	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Ridgecrest Towne Center	840 North China Lake Boulevard		Ridgecrest	CA	935555444
05845	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Ridgecrest Towne Center	2547 West Rosemond Boulevard		Rosemead	CA	935606434
05846	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Country Wood Plaza	811 Tucker Road		Tehachapi	CA	931561210
05847	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Sierra Pavilion	1155 Shaw Avenue		Tehachapi	CA	936109016
05848	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Willow Plaza	780 Willow Avenue		Chowchilla	CA	936123928
05849	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Mercantile Row Shopping Center	2200 East El Monte Way		Claremont	CA	936123283
05850	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Kerman Shopping Center	15196 Whitebridge Road		Dunbar	CA	936201019
05851	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Canal Farm Shopping Center	1317 East Paebron Boulevard		Kerman	CA	936189377
05852	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Belward Square	335 Olive Avenue		Los Banos	CA	936354335
05853	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Town & Country Market	975 East Manning Avenue		Los Banos	CA	936575402
05854	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Sunnymead Shopping Center	2680 Jason Avenue		Merced	CA	936542348
05855	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1210 North Blackstone Avenue		Merced	CA	937037626
05856	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		6674 North 1st Avenue		Fresno	CA	937037626
05857	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		5156 North Blackstone Avenue		Fresno	CA	937105405
05858	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		3131 West Shaw Avenue		Fresno	CA	937113210
05859	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		3790 West Shields Avenue		Fresno	CA	937106785
05860	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		574 East Kings Canyon		Fresno	CA	93726702
05861	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		480 Northridge Center		Fresno	CA	937273896
05862	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1301 Mission Street		Fresno	CA	937274526
05863	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		160 Country Club Gate Center		Fresno	CA	937274526
05864	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		170 San Mateo Road		Fresno	CA	937274526
05865	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		2310 Homestead Road		Fresno	CA	937274526
05866	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		6215 EL CAMINO REAL		Salinas	CA	939062098
05867	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		685 San Antonio Road		Greenfield	CA	939274928
05868	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1040 Grant Road		King City	CA	939303446
05869	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		200 Fairmont Shopping Center		King City	CA	939406103
05870	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		340 Woodside Plaza		Monterey	CA	939505022
05871	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		777 El Camino Real		Pacific Grove	CA	940123009
05872	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		4457		San Mateo	CA	940123009
05873	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1975 Alameda Street (New Lease)		San Mateo	CA	940273738
05874	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1300 Bush Street		San Mateo	CA	940401176
05875	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		345 South "B" Street		San Mateo	CA	940401176
05876	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1320 West Hillside Boulevard		San Mateo	CA	94041327
05877	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1050 Foster City Boulevard		San Mateo	CA	940613259
05878	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		2531 Blinding Avenue		San Mateo	CA	940613304
05879	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		130-A Alamo Plaza		San Francisco	CA	940872919
05880	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		666 Concar Drive		San Francisco	CA	941183715
05881	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1701-A Willow Pass Road		San Francisco	CA	944162531
05882	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		3144 Montgomery Avenue		San Francisco	CA	941321218
05883	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1848 Hesperian Boulevard		SAN FRANCISCO	CA	941323298
05884	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1621 Skyway Avenue		San Francisco	CA	941095612
05885	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		1165 Arnold Drive		San Francisco	CA	944014019
05886	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		2555 Main Street		San Francisco	CA	944022696
05887	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05888	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05889	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05890	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05891	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05892	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05893	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05894	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05895	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05896	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05897	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05898	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05899	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05900	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05901	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05902	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05903	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05904	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05905	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05906	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05907	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05908	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05909	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05910	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05911	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05912	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05913	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05914	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05915	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05916	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05917	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05918	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05919	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05920	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05921	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05922	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05923	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05924	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05925	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05926	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05927	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05928	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05929	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301
05930	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.				San Francisco	CA	944032301

675 TRANCAS STREET

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Owled	Lease	Address One	Address Two	City	State	Zip	County
05933	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Village Square Shopping Center	N	Y	27 Ohinda Way		Orinda	CA	945632321	Contra Costa
05935	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Emadillo Shopping Center	N	Y	580 Bailey Road		Pinburg	CA	945645304	Contra Costa
05937	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Emadillo Shopping Center	N	Y	1355 McArthur Boulevard		Pinburg	CA	945773918	Alameda
05940	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Crow Canyon Commons	N	Y	307 Crow Canyon Place		San Ramon	CA	945831725	Contra Costa
05941	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Orinda West Shopping Center	N	Y	102 Sunset Boulevard		Orinda	CA	945831725	Contra Costa
05942	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Alameda Plaza	N	Y	11816 Alameda Boulevard		Union City	CA	945875913	Alameda
05943	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Union City Marketplace	N	Y	1605 Alameda Road		Union City	CA	945875913	Alameda
05944	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Union City Marketplace	N	Y	2055 Sprayer Avenue		Union City	CA	945875913	Alameda
05945	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Solano/90 Shopping Center	N	Y	1991 Mountain Boulevard		Pleasanton	CA	945885241	Alameda
05947	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Solano/90 Shopping Center	N	Y	1991 Mountain Boulevard		Vallejo	CA	945885241	Alameda
05948	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Palo Verde Town & Country	N	Y	1897 Ties Valley Boulevard		Winnick Creek	CA	945932201	Contra Costa
05949	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Ygnacio Plaza Shopping Center	N	Y	1526 Palo Verde Mall		Winnick Creek	CA	945932201	Contra Costa
05950	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	East Main Mall	N	Y	1821 Ygnacio Valley Boulevard		Winnick Creek	CA	945932201	Contra Costa
05952	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	East Main Mall	N	Y	7100 Baconth Avenue		Oakland	CA	946112812	Alameda
05957	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Monocito Shopping Center	N	Y	471 Third Street		San Rafael	CA	948013276	Marin
05958	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Monocito Shopping Center	N	Y	1500 Northgate Mall		San Rafael	CA	948013276	Marin
05959	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Marin Town Center	N	Y	431 Corte Madra Town Center		Contra Madra	CA	949251215	Marin
05960	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Marin Town Center	N	Y	6345 Commerce Boulevard		Robert Park	CA	949251215	Marin
05961	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Northbay Centre	N	Y	701 East Bythdale Avenue		Mill Valley	CA	949411526	Marin
05963	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Novato Fair Shopping Center	N	Y	910 Diablo Avenue		Novato	CA	949473111	Marin
05966	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Novato Fair Shopping Center	N	Y	80 Rancho Del Mar		Novato	CA	949473111	Marin
05967	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Kings Plaza	N	Y	1475 41st Avenue		Aptos	CA	950033901	Santa Cruz
05968	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Kings Plaza	N	Y	20980 Homestead Avenue		Capitola	CA	950033901	Santa Cruz
05969	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Fellow Fair Shopping Center	N	Y	6247 Graham Hill Road		Cupertino	CA	950102908	Santa Cruz
05970	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Palero Valley Center	N	Y	288 Freedom Boulevard		Fellow	CA	950160499	Santa Cruz
05971	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Heritage Plaza Shopping Center	N	Y	1701 Alameda Street		Freedom	CA	950192837	Santa Cruz
05972	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Heritage Plaza Shopping Center	N	Y	1701 Alameda Street		Freedom	CA	950206576	Santa Cruz
05973	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Heritage Plaza Shopping Center	N	Y	15920 Loc Galt Boulevard		Glino	CA	950206576	Santa Cruz
05974	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Parktown Mall	N	Y	15920 Loc Galt Boulevard		Hollister	CA	950206576	Santa Cruz
05975	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Foodhill Square	N	Y	301 Jacklin Road		Marina	CA	950234224	Santa Cruz
05976	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Foodhill Square	N	Y	401 Vineyard Town Center		Marina	CA	950234224	Santa Cruz
05977	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Vineyard Town Center (Temp Loc.)	N	Y	2620 El Camino Real		Marina	CA	950234224	Santa Cruz
05978	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Moonlight Shopping Center	N	Y	3220 Homestead Road		Marina	CA	950234224	Santa Cruz
05979	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Moonlight Shopping Center	N	Y	901 Soquel Avenue		Marina	CA	950234224	Santa Cruz
05981	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Lawrence Station Shopping Center	N	Y	1150 Soquel Avenue		Marina	CA	950234224	Santa Cruz
05982	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Lawrence Station Shopping Center	N	Y	3220 Homestead Road		Marina	CA	950234224	Santa Cruz
05983	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Seven Trees Shopping Center	N	Y	1100 Monterey Road		Santa Cruz	CA	951116626	Santa Cruz
05984	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Pueblo Plaza Shopping Center	N	Y	1140 Blossom Hill Road		San Jose	CA	951181999	Santa Cruz
05985	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Pueblo Plaza Shopping Center	N	Y	6215 Santa Teresa Boulevard		San Jose	CA	951191436	Santa Cruz
05986	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	6091 Meridian Avenue		San Jose	CA	951202765	Santa Cruz
05987	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1035 East Capitol Expressway		San Jose	CA	951212498	Santa Cruz
05988	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	5530 Snell Avenue H		San Jose	CA	951231577	Santa Cruz
05991	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1711 Meridian Avenue		San Jose	CA	951242453	Santa Cruz
05992	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1550 Hamilton Avenue		San Jose	CA	951254539	Santa Cruz
05993	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	3035 McKee Road		San Jose	CA	951271835	Santa Cruz
05994	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1933 Williams Road		San Jose	CA	951271835	Santa Cruz
05996	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	6164 Williams Road		San Jose	CA	951284343	Santa Cruz
05997	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1090 North Wilson Way		San Jose	CA	951293008	Santa Cruz
05999	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	7932 North El Dorado Street		San Jose	CA	951293008	Santa Cruz
06000	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	6445 Pacific Avenue		San Jose	CA	952042496	Santa Cruz
06001	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	230 South Main Street		Stockton	CA	952102468	Santa Cruz
06002	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	571 Bellevue Road		Stockton	CA	952102468	Santa Cruz
06003	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	2920 Whitmore Avenue		Stockton	CA	952102468	Santa Cruz
06004	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1245 West Yosemite Avenue		Stockton	CA	952102468	Santa Cruz
06005	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1158 West Main Street		Stockton	CA	952102468	Santa Cruz
06006	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	3142 "G" Street		Stockton	CA	952102468	Santa Cruz
06007	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1032 Oakdale Road		Stockton	CA	952102468	Santa Cruz
06010	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	3900 Felandale Avenue 500		Stockton	CA	952102468	Santa Cruz
06012	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1933 "N" Street		Stockton	CA	952102468	Santa Cruz
06013	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1300 West "P" Street		Stockton	CA	952102468	Santa Cruz
06014	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1449 East "T" Street		Stockton	CA	952102468	Santa Cruz
06015	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1022 Mono Way		Stockton	CA	952102468	Santa Cruz
06016	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1222 Chetwood Avenue		Stockton	CA	952102468	Santa Cruz
06017	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Almaden Oaks Plaza	N	Y	1531 Farmers Lane		Stockton	CA	952102468	Santa Cruz

Suite 102

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Center Name	Owed	Lease	Address One	City	State	Zip	County
66021	660	95-4391249	THRIFTY PAYLESS, INC.	Santa Rosa Value Center	N	Y	2025 Sebastopol Road	Santa Rosa	CA	954076787	Sonoma
66022	660	95-4391249	THRIFTY PAYLESS, INC.	The Bodyard Center	N	Y	189 Bodyard Drive	Fort Bragg	CA	954375728	Mendocino
66023	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	490 South Main Street	Fort Bragg	CA	954374806	Mendocino
66024	660	95-4391249	THRIFTY PAYLESS, INC.	Maxwell Village Shopping Center	N	Y	218 North Main Street	Headleburg	CA	954483816	Sonoma
66025	660	95-4391249	THRIFTY PAYLESS, INC.	Erwin Center	N	Y	19205 Sonoma Highway	Headleburg	CA	954723486	Sonoma
66026	660	95-4391249	THRIFTY PAYLESS, INC.	Erinda Mall	N	Y	700 South Main Street	Sonoma	CA	949004405	Mendocino
66027	660	95-4391249	THRIFTY PAYLESS, INC.	Redwood Village Shopping Center	N	Y	800 East Main Street	Willits	CA	95613596	Mendocino
66028	660	95-4391249	THRIFTY PAYLESS, INC.	Auburn Plaza	N	Y	725 Fogel Boulevard	Bureka	CA	95621594	Humboldt
66029	660	95-4391249	THRIFTY PAYLESS, INC.	Sunrise Village	N	Y	2005 Bell Road	Ardena	CA	95621594	Humboldt
66030	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	4000 Marinista Avenue	Chico	CA	95621594	Humboldt
66031	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	5409 Marinista Boulevard	Chico Heights	CA	95621594	Humboldt
66032	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	7900 Arcadia Drive	Clinch	CA	956107806	Sacramento
66033	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	6128 San Juan Avenue	Clinch Heights	CA	956109000	Sacramento
66034	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	655 Russell Boulevard	Davis	CA	956105695	Sacramento
66035	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	6661 Auburn Boulevard	Davis	CA	956103546	Sacramento
66036	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	6422 Tupelo Drive	Clinch Heights	CA	956214925	Sacramento
66037	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	1617 Douglas Boulevard	Roseville	CA	956211741	Sacramento
66038	660	95-4391249	THRIFTY PAYLESS, INC.	Amelago Plaza	N	Y	1220 Broadway Street	Placerville	CA	956675806	El Dorado
66039	660	95-4391249	THRIFTY PAYLESS, INC.	Country Fair Shopping Center	N	Y	31 Fairlane Drive	Placerville	CA	956675806	El Dorado
66040	660	95-4391249	THRIFTY PAYLESS, INC.	Gold River Center	N	Y	2111 Golden Centre Lane	Rancho Cordova	CA	956704477	Sacramento
66041	660	95-4391249	THRIFTY PAYLESS, INC.	Shelway Shopping Center	N	Y	1260 West Capital Avenue	West Sacramento	CA	956712719	Yolo
66042	660	95-4391249	THRIFTY PAYLESS, INC.	Shade Tree Plaza	N	Y	215 California Street	Woodland	CA	956952982	Yolo
66043	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	1419 Del Paso Boulevard (New Lease)	North Sacramento	CA	958132983	Sacramento
66044	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	2801 K St. (Formerly #6071)	Sacramento	CA	958162286	Sacramento
66045	660	95-4391249	THRIFTY PAYLESS, INC.	Camelia Shopping Center	N	Y	5712 Folsom Boulevard	Sacramento	CA	958161200	Sacramento
66046	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	2214 El Camino Avenue	Sacramento	CA	958114608	Sacramento
66047	660	95-4391249	THRIFTY PAYLESS, INC.	Freepoint Plaza	N	Y	4980 Freepoint Boulevard	Sacramento	CA	958222153	Sacramento
66048	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	4020 Florin Road	Sacramento	CA	958231880	Sacramento
66049	660	95-4391249	THRIFTY PAYLESS, INC.	Fulton-Hurley Plaza	N	Y	1730 Watt Avenue	Sacramento	CA	958252140	Sacramento
66050	660	95-4391249	THRIFTY PAYLESS, INC.	Rosemont Plaza	N	Y	1314 Fulton Avenue	Sacramento	CA	958253604	Sacramento
66051	660	95-4391249	THRIFTY PAYLESS, INC.	South Point Shopping Center	N	Y	9133 Kiefer Boulevard	Sacramento	CA	958265105	Sacramento
66052	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	7900 Florin Road	Sacramento	CA	958383145	Sacramento
66053	660	95-4391249	THRIFTY PAYLESS, INC.	Park Plaza	N	Y	4300 Elverta Road	Antelope	CA	958379310	Sacramento
66054	660	95-4391249	THRIFTY PAYLESS, INC.	Town & Country	N	Y	720 Mangrove Avenue	Chico	CA	959263989	Butte
66055	660	95-4391249	THRIFTY PAYLESS, INC.	Glenbrook Plaza	N	Y	1021 Bridge Street	Colusa	CA	959322839	Colusa
66056	660	95-4391249	THRIFTY PAYLESS, INC.	Paradise Plaza (Ground Lease)	N	Y	11646 Sunon Way	Grady	CA	959483321	Nevada
66057	660	95-4391249	THRIFTY PAYLESS, INC.	Paradise Plaza (Ground Lease)	N	Y	6046 Clark Road	Grady	CA	959483321	Nevada
66058	660	95-4391249	THRIFTY PAYLESS, INC.	Town & Country	N	Y	220 W. Main Street	Quincy	CA	959719701	Butte
66059	660	95-4391249	THRIFTY PAYLESS, INC.	Midtown Mall	N	Y	6424 W. Main Street	Quincy	CA	959719701	Butte
66060	660	95-4391249	THRIFTY PAYLESS, INC.	Anderson Square	N	Y	1400 Market Street	Quincy	CA	959719701	Butte
66061	660	95-4391249	THRIFTY PAYLESS, INC.	Burney Center	N	Y	975 East Cypress Avenue	Quincy	CA	959719701	Butte
66062	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	2641 Balls Ferry Road	Quincy	CA	959719701	Butte
66063	660	95-4391249	THRIFTY PAYLESS, INC.	Sierra Shopping Center	N	Y	310 West Lake Street	Burney	CA	960031907	Shasta
66064	660	95-4391249	THRIFTY PAYLESS, INC.	Al Tahoe Center	N	Y	807 South Main Street	Burney	CA	960134372	Shasta
66065	660	95-4391249	THRIFTY PAYLESS, INC.	Gateway Shopping Center	N	Y	2960 Main Street	Yreka	CA	960721119	Siskiyou
66066	660	95-4391249	THRIFTY PAYLESS, INC.	Parkway Springs Plaza	N	Y	8245 North Lake Boulevard	Yreka	CA	960721119	Siskiyou
66067	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	1020 Al Tahoe Boulevard	Yreka	CA	961304730	Siskiyou
66068	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	11230 Donner Pass Road	Yreka	CA	961304730	Siskiyou
66069	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	5755 East Charleston Boulevard	Yreka	CA	961304730	Siskiyou
66070	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	2905 South Maryland Parkway	Yreka	CA	961304730	Siskiyou
66071	660	95-4391249	THRIFTY PAYLESS, INC.	Rainbow Plaza	N	Y	2920 East Desert Inn Road	Yreka	CA	961304730	Siskiyou
66072	660	95-4391249	THRIFTY PAYLESS, INC.	South Shores Center	N	Y	911 S.W. Rainbow Boulevard	Yreka	CA	961304730	Siskiyou
66073	660	95-4391249	THRIFTY PAYLESS, INC.	Sumner Shopping Center	N	Y	1111 West Craig Road	Yreka	CA	961304730	Siskiyou
66074	660	95-4391249	THRIFTY PAYLESS, INC.	Hidden Valley Shopping Center	N	Y	1329 U.S. Highway 95 North	Yreka	CA	961304730	Siskiyou
66075	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	2540 Idaho Street	Yreka	CA	961304730	Siskiyou
66076	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	1360 East 12300 South	Yreka	CA	961304730	Siskiyou
66077	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y	950 Iron Horse Drive	Yreka	CA	961304730	Siskiyou
66078	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66079	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66080	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66081	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66082	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66083	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66084	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66085	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66086	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66087	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66088	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66089	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66090	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66091	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66092	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66093	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66094	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66095	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66096	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66097	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66098	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66099	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66100	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66101	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66102	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66103	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66104	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66105	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66106	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66107	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66108	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66109	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66110	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66111	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66112	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66113	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66114	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66115	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66116	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66117	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66118	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66119	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66120	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66121	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66122	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66123	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66124	660	95-4391249	THRIFTY PAYLESS, INC.		N	Y			CA		
66125	660	95-4391249	THRIFTY PAYLESS, INC.								

RITE AID CORPORATION

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Address One	Address Two	Owned	Lease	City	State	Zip	County
06128	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Roy City Center	5673 South 1900 West		N	Y	Roy	UT	840872301	Weber
06129	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Willowcreek Center	8645 South Highland Drive		N	Y	Sandy	UT	841031195	Salt Lake
06131	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		72 South Main Street		N	Y	Salt Lake City	UT	841021196	Salt Lake
06132	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		220 South 7th East (New Lease)		N	Y	Salt Lake City	UT	841021233	Salt Lake
06133	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		63 East 3100 South		N	Y	Murray	UT	841077209	Salt Lake
06134	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Fashion Place Mall	2266 East 9100 South		N	Y	Murray	UT	841092635	Salt Lake
06136	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	High Line Plaza	2342 East 2100 South		N	Y	Murray	UT	841091214	Salt Lake
06138	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Oakwood Village Shopping Center	5540 South 9th East		N	Y	Salt Lake City	UT	841175403	Utah
06140	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		4714 Holladay Boulevard		N	Y	Holladay	UT	841181103	Salt Lake
06141	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1837 West 4700 South		N	Y	Taylorville	UT	841201320	Salt Lake
06142	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Sessions Plaza	4668 South 4000 West		N	Y	West Valley	UT	841201320	Salt Lake
06143	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Hillside Plaza Shopping Center	3460 South 5600 West		N	Y	West Valley	UT	841213339	Salt Lake
06144	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		2378 East 7000 South		N	Y	Salt Lake City	UT	843022120	Box Elder
06145	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		220 North Main Street		N	Y	Brigham City	UT	843214021	Cache
06146	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		50 East 400 North (Addition) rent 001)		N	Y	Logan	UT	844012601	Weber
06147	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Triangle Square Plaza	851 24th Street		N	Y	Ogden	UT	844043928	Weber
06148	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Reverside Plaza (Building)	142 North Hannaville Road		N	Y	Ogden	UT	846012419	Utah
06150	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Westminster Plaza	1324 North State Street		N	Y	Provo	UT	840708315	Washington
06151	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		615 East 100 North		N	Y	Provo	UT	840708315	Washington
06152	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Colfax Square	7211 Federal Boulevard		N	Y	Westminster	CO	800107484	Aurora
06153	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Shoppers Square Shopping Center	1809 East Colfax Avenue		N	Y	Aurora	CO	800115904	Aurora
06154	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Shoppers Square Shopping Center	1203 East Colfax Avenue		N	Y	Aurora	CO	800123418	Aurora
06157	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Regency Plaza Shopping Center	1184 South Parker Road		N	Y	Aurora	CO	800134110	Arapahoe
06158	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Time Square Shopping Center	4260 Wadsworth Boulevard		N	Y	Wheatridge	CO	800334620	Jefferson
06159	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Cherry Knolls Shopping Center (Ground)	100 East Mineral Avenue		N	Y	Littleton	CO	801222610	Arapahoe
06160	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Arapahoe Village Shopping Center	6780 South University Boulevard		N	Y	Littleton	CO	801221513	Arapahoe
06161	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Coalmine Shopping Center	5150 East Arapahoe Road		N	Y	Littleton	CO	801222303	Arapahoe
06162	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Cherry Creek Shopping Center	6760 South Pierce Street		N	Y	Littleton	CO	801234574	Jefferson
06163	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		3112 East 1st Avenue		N	Y	Denver	CO	802065614	Denver
06164	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		2630 West 38th Avenue		N	Y	Denver	CO	802112104	Denver
06165	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		4923 East Colfax Avenue		N	Y	Denver	CO	802194236	Denver
06166	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	University Hills Plaza	1320 South Colorado Boulevard		N	Y	Denver	CO	802226618	Denver
06167	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Sunrise Shopping Center	2870 South Federal Boulevard		N	Y	Denver	CO	802226618	Denver
06168	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Jewell Square	9171 Washington Street		N	Y	Thorton	CO	802234805	Adams
06169	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Diagonal Plaza Shopping Center	1623 West 16th Avenue		N	Y	Wheatridge	CO	802343802	Adams
06170	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Meadows On The Parkway Shopping Center	1030 West 16th Avenue		N	Y	Wheatridge	CO	802343802	Adams
06171	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		4800 Baseline 9th Street		N	Y	Wheatridge	CO	803011411	Boilder
06172	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Regency Square	1103 West Prospect Street		N	Y	Boilder	CO	803032643	Boilder
06173	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1801 South Pueblo Avenue		N	Y	Fort Collins	CO	805265664	Larimer
06178	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1834 North 12th Street		N	Y	Pueblo	CO	810521005	Pueblo
06180	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Plaza Del Rio	1412 Grand Avenue		N	Y	Grand Junction	CO	815017612	Mesa
06181	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Alcoo Payless Shopping Center	2704 West 16th Street		N	Y	Grand Junction	CO	816013868	Garfield
06182	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Park Sedona Shopping Center	600 West Catalina Drive		N	Y	Yuma	AZ	853644228	Yuma
06183	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Puainakoa Town Center	2330 West U.S. Highway 89A		N	Y	Yuma	AZ	853648011	Yuma
06184	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		2100 Kanolehua Avenue		N	Y	Sedona	AZ	863360000	Cocconino
06185	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		616 Alamo Pimado Road		N	Y	Hilo	HI	967205269	Hawaii
06186	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		640 Edith Avenue		N	Y	Solving	CA	934632202	Santa Barbara
06188	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1515 West Craig Road		N	Y	Denver	CO	802023204	Denver
06194	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	The Marketplace	2311 Mountain Highway East		N	Y	North Las Vegas	CA	960212349	Clark
06195	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Obahade Town Center	9000-A Ming Avenue		N	Y	Spokane	WA	992877501	Prnce
06197	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Praine Shopping Center	2135 Cowell Boulevard		N	Y	Spokane	WA	991113139	Prnce
06200	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		3280 Geary Boulevard		N	Y	Hayden	CA	958156388	Yolo
06204	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		525 McCain Boulevard		N	Y	Hayden	CA	958156388	Yolo
06205	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		3280 Geary Boulevard		N	Y	Louisville	CA	958352464	Kern
06208	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		28 T. Plaza		N	Y	Hayden	CA	941183818	San Francisco
06209	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.	Harmony Marketplace	1 East Pacific Coast Highway		N	Y	Costa Mesa	CA	926252100	Orange
06211	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		4502 South College Avenue		N	Y	Durango	CO	813015102	La Plata
06212	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		5575 Wilshire Boulevard		N	Y	Los Angeles	CA	900363808	Los Angeles
06213	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1400 Broadway		N	Y	Los Angeles	CA	946122004	Alameda
06214	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		3029 Harbor Boulevard		N	Y	Costa Mesa	CA	926262504	Orange
06215	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc.		1001 North Central Avenue		N	Y	Costa Mesa	CA	926204121	Los Angeles

Recall Bldg. E, Suite 107

STORE LOCATIONS

LEASED STORES

Center	Corp No	TAX ID	Operating Company	Tenant Corporation	Center Name	Address One	Address Two	Owred	Leasr	State	Zip	County	
Las Palmas Village	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc	Las Palmas Village	7440 North Denver Avenue		N	Y	OR	972175610	Multnomah	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		525 East Windmill Lane		N	Y	OR	971231862	Clatsop	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		3709 Desoto Road		N	Y	CA	945553111	Alameda	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		5116 (2) and 5128 (1) East 2nd Street		N	Y	CA	946033322	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		2313 South Nellis Boulevard		N	Y	NV	891212042	Clark	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		8463 East Lake Mead Boulevard		N	Y	NV	890307390	North Las Vegas	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1665 South Eastern Avenue		N	Y	NV	891329553	Henderson	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1494 Market Street		N	Y	CA	916013859	San Diego	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		4221 Norwood Avenue		N	Y	CA	941026004	San Francisco	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		15405 East Sprague Avenue		N	Y	CA	940297901	Sacramento	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		24991 Alessandro Boulevard		N	Y	WA	9802555704	Spokane	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		12311 Meridian Street East		N	Y	WA	980297901	Spokane	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		760 Market Street		N	Y	WA	981735644	Puyallup	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		20330 Ballinger Way, N.E.		N	Y	WA	981551146	King	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		3860 Sepulveda Boulevard		N	Y	CA	905052408	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		8675 South Quebec Street		N	Y	CO	801264158	Arapahoe	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		10 North Eastern Avenue		N	Y	NV	891014529	Clark	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		2500 North 10th Avenue		N	Y	CA	932307202	Kings	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		7595 West Vegas Drive		N	Y	NV	891286013	Las Vegas	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		41800 Washington Street		N	Y	CA	920181150	Riverside	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		5485 Sun Valley Boulevard		N	Y	CA	943338961	Walshoe	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		500 WEST PORTAL AVENUE		N	Y	CA	941271423	San Francisco	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1601 South Sainbow Boulevard		N	Y	CA	941141111	San Francisco	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1038 East Colfax Boulevard		N	Y	CA	110625223	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		23710 Barnes Road		N	Y	CA	951101101	San Bernardino	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		6685 East Lake Mead Boulevard		N	Y	CA	951514011	Clark	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		2992 "F" Road		N	Y	CO	815044811	Clark	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		8610 West Spring Mountain Avenue		N	Y	CA	913541430	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		Las Vegas Boulevard and Pezzo Road		N	Y	CA	956301119	Sacramento	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		27716 West McBean Parkway		N	Y	CA	906014103	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		526 Bidwell Street		N	Y	CA	913434506	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		6512 Corncock Avenue		N	Y	CA	802282706	Jefferson	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		19500 Parthosa Street		N	Y	CA	891175351	Clark	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		9300 West Sahara Avenue		N	Y	NV	891080000	Clark	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		6100 West Vegas Drive		N	Y	CA	923456268	San Bernardino	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		17401 Main Street		N	Y	NV	891150599	Clark	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1401 East Water Way		N	Y	CA	894348961	Walshoe	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		8905 South Yermoland Avenue		N	Y	CA	802272141	Arapahoe	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		515 East Benton Street		N	Y	CA	820162411	Walshoe	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		19391 East Quincy Avenue		N	Y	CA	820162411	Bannock	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		110 West Platte Avenue		N	Y	CA	820162411	Bannock	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		4752 Yellowstone Avenue		N	Y	CA	820162411	Bannock	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		959 Cornshaw Boulevard		N	Y	CA	820162411	Bannock	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		4593 North Cedar Avenue		N	Y	CA	820162411	Bannock	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1695 Robb Drive		N	Y	CA	900191918	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		4975 East Tropicana Avenue		N	Y	CA	952335504	Fresno	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1605 South San Jacinto Avenue		N	Y	NV	891216728	Clark	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		2646 Allen Road		N	Y	CA	923835181	Riverside	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1101 Fresno Street		N	Y	CA	931324457	Kern	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		325 North Sandhill Road		N	Y	CA	937060000	Fresno	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		3225 Panama Lane		N	Y	CA	890274729	Clark	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1530 North Star Street		N	Y	CA	931337211	Kern	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		602 Williams Road		N	Y	UT	840572548	Utah	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		819 North Main Street		N	Y	UT	840572548	Utah	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1000 South Long Beach Boulevard		N	Y	CA	846513426	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		1802 South California Avenue		N	Y	CA	902213423	San Bernardino	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		18022 68th Avenue, N.E.		N	Y	WA	981610000	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		4710 Commons Way		N	Y	CA	902827022	King	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		3905 East 104th Avenue		N	Y	CA	910233164	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc		15800 Imperial Highway		N	Y	CA	906818212	Los Angeles	
	660	95-4391249	THRIFTY PAYLESS, INC	Thrifty Payless, Inc				N	Y	CA			

STORE LOCATIONS

LEASED STORES

Center	Comp No	TAX ID	Operating Company	Center Name	Address One	Address Two	City	State	Zip	County
06337	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	4609 Aunin Bluffs Parkway		Colorado Springs	CO	809182937	El Paso
06338	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	2059 South Gary Avenue		Pomona	CA	917665727	Los Angeles
06341	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	1105 Martin Luther King Jr. Highway		Tacoma	WA	984054153	Pierce
06342	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	1590 Buata House Road (Building)		Yuba City	CA	959910000	Sutter
06345	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	1915 East Plamango Road		Las Vegas	NV	891195107	Clark
06347	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	135 Third Avenue, S. W.		Ephraim	WA	988231807	Grant
06349	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	4646 South Redwood Road		Sandy	UT	840705348	Salt Lake
06350	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	2149 South Millito Drive		West Jordan	UT	840842407	Salt Lake
06351	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	1880 South Canyon Street		Las Vegas	NV	891172984	Salt Lake
06354	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	2730 East Plaza Avenue		Carson City	NV	897011217	Carson City
06365	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	6001 Coffee Road		Bakerville	CA	809095127	El Paso
06372	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	655 West Highway 105		Winnemucca	CA	801284536	El Paso
06375	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	8027 North Cedar Avenue		Colorado Springs	CO	801312111	El Paso
06378	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	1471 "B" Street, Suite D (Temp. Loc.)		Winnemucca	CA	809106000	El Paso
06379	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	1830 Ocean Avenue		Liverington	CA	953384000	El Paso
06382	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	1390 West 9000 South		San Francisco	CA	941131728	San Francisco
06386	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	43747 15th Street West		West Jordan	UT	840889716	Salt Lake
06398	660	95-4391249	THRIFTY PAYLESS, INC	West Jordan Town Center	2105 Eagle Parkway		Lancaster	CA	935344754	Los Angeles
00080		75-2653427	PCS MAIL SERVICES OF FORT WORTH, INC.	Mail Order Distribution Center	2955 S.W. Boones Ferry Road		Fort Worth	TX	76177	Tarrant
00081		95-4391249	THRIFTY PAYLESS, INC	Wilsonville Distribution Center	280 North Pioneer Avenue		Wilsonville	OR	970700000	Clatskanie
00010		23-1940941	RITE AID OF MARYLAND, INC.	Woodland Distribution Center	601 Chelsea Road		Woodland	CA	957760000	Yolo
		95-4391249	THRIFTY PAYLESS, INC.	Perryman Distribution Center	2801 West Avenue H		Perryman	MD	211300000	Harford
00060		23-1887836	RITE AID ROME DISTRIBUTION CENTER	Lawrence Distribution Center	2001 Boedigrove Place		Lancaster	CA	93536	Los Angeles
				New York Distribution Center			Utica	NY	135010000	Oneca



RITE AID CORPORATION

STORE LOCATIONS

OWNED STORES

Center No	TA ID	Operated By	Titled In	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
00475	23-1940645	RITE AID OF CONNECTICUT, INC.	Rite Aid of Connecticut, Inc.	Market Street Shopping Center	Y	N	167 Main Street		Southington	CT	06489	Hartford
00814	23-1940646	RITE AID OF DELAWARE, INC.	Rite Aid of Delaware, Inc.		Y	N	801 Market Street		Wilmington	DE	19801	New Cast
01444	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.		Y	N	804 East Winthrop Street		Millen	GA	30442	Jenkins
01629	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.		Y	N	301 South Broad Street		Thomasville	GA	31792	Thomas
01843	23-2125551	RITE AID OF GEORGIA, INC.	Rite Aid of Georgia, Inc.		Y	N	800 Habersham Street		Savannah	GA	31401	Chatham
00279	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	Highway 29 & U.S. 98	P.O. Box 359	Lexington	KY	40507	Madison
01737	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	100 West Main Street		Catlettsburg	KY	41129	Fayette
01755	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	933 Blackburn Avenue		Ashland	KY	41104	Boyd
01770	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	275 Prentissburg Street		West Liberty	KY	41472	Morgan
02575	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	125 North Main Street		Stanton	KY	40380	Powell
02607	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	Main Street		Jenkins	KY	41537	Leitch
02777	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	320 North Main Street		Russellville	KY	42276	Lesage
03506	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	100 West Fifth Street		Newport	KY	41071	Campbell
03616	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	31 Big Hill Drive		Beattyville	KY	41311	Lee
04635	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	101 Sixth Street		Dayton	KY	41074	Campbell
04637	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	U.S. Highway 27		Falmouth	KY	41040	Knox
04638	23-2039291	RITE AID OF KENTUCKY, INC.	Rite Aid of Kentucky, Inc.		Y	N	HC84 Box 1948		Barbourville	KY	40961	Knox
03286	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.	#1 Is Owned #2 Is Ground Lease	Y	Y	4000 Taylorsville Road (#1 Leased #2 Own)		Louisville	KY	40201	Jefferson
03946	01-0324725	RITE AID OF MAINE, INC.	Rite Aid of Maine, Inc.	#1 Is Owned #2 Is Leased	Y	Y	7118 Southside Dr (#1 Leased - #2 Owned)		Louisville	KY	40291	Jefferson
00104	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.	Bolton Hill Shopping Center	Y	N	5601 Bandstand Road		Biddeford	ME	04065	York
00331	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	Y	23 Park Street		Rockland	ME	04841	Knox
00336	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	N	238 McKenhen Street		Baltimore	MD	21217	Baltimore
00349	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	N	1100 Light Street		Baltimore	MD	21204	Baltimore
00356	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	N	3133 Greenmount Avenue		Baltimore	MD	21218	Baltimore
00386	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	N	4380 Park Heights Avenue		Baltimore	MD	21216	Baltimore
02212	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	N	3804 Liberty Heights Avenue		Baltimore	MD	21215	Baltimore
03205	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	N	944 Ritchie Highway		Baltimore	MD	21121	Baltimore
03857	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	N	6330 Kenwood Avenue		Baltimore	MD	21227	Baltimore
04553	23-1940941	RITE AID OF MARYLAND, INC.	Rite Aid of Maryland, Inc.		Y	N	505 Linden Avenue		Baltimore	MD	21283	Baltimore
01470	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.	#1 Is Owned #2 Is Leased	Y	N	8941 Woodyard Road		Clinton	MD	20754	Worcester
01508	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	N	4461 Briton Road, S.E.		Kenwood	MI	48909	Kent
01528	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	N	100 Covered Village Mall		Belding	MI	48482	Genesee
01534	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	N	G-0010 North Saginaw Street		Grant	MI	49327	Newaygo
01776	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	N	566 Jenner Drive	P.O. Box 125	Carson City	MI	48901	Montcalm
03497	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	N	1012 Wealthy Street, S.E.	N-517 & Garlock	Allegan	MI	49566	Allegan
03572	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	N	124 North Saginaw Street		Holly	MI	48421	Oakland
04659	38-0587390	RITE AID OF MICHIGAN, INC.	Rite Aid of Michigan, Inc.		Y	N	1115 East Genesee Avenue		Saginaw	MI	48607	Oakland
00149	23-2008320	RITE AID OF NEW HAMPSHIRE, INC.	Rite Aid of New Hampshire, Inc.		Y	N	15181 Telegraph Road (1 Leased 2 Owned)		Redford	MI	48221	Wayne
00413	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	20 Tappan Street		Farmington	NH	03835	Strafford
00459	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	1097 Broadway		Bayonne	NJ	07002	Hudson
00532	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	831 West Browning Road		Bellmawr	NJ	08031	Camden
00688	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	140-142 Ferry Street		Netcong	NJ	07105	Essex
00876	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	121-129 State Street		Trenton	NJ	08608	Mercer
00990	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	242 West Marlton Pike		Cherry Hill	NJ	08002	Camden
01318	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	25-31 East Washington Avenue		Washington	NJ	07882	Warren
01321	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	130 East Main Street		Woodbury	NJ	08069	Gloucester
01377	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	4902 Westfield Avenue		Penns Grove	NJ	08069	Salem
01989	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Toy Corner Market	Y	N	13 North Delsea Drive		Clayton	NJ	08110	Camden
01989	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	262 Main Street		West Orange	NJ	07052	Essex

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
02161	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.	Main Mall	Y	N	201 North Hemetage Avenue		Trenton	NJ	086185511	Mercer
02513	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	1607 Cortica Avenue		Neptune City	NJ	087534905	Monmouth
02522	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	416 North Main Street (Route 9)		Bayville	NJ	087212622	Ocean
02684	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	710 Main Street		Asbury Park	NJ	077126570	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	2738 Federal Street		Camden	NJ	081052204	Camden
03258	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	739 Greenwood Avenue		Trenton	NJ	086091201	Mercer
03455	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
03483	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	1426 Mt. Ephraim Avenue		Camden	NJ	081041549	Camden
03570	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	37 Julianstown Road		Browns Mills	NJ	080153627	Burlington
03774	631	23-1940648	RITE AID OF NEW JERSEY, INC.	Rite Aid of New Jersey, Inc.		Y	N	1201 St. Georges Avenue		Browns Mills	NJ	080153627	Burlington
04090	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	1044 Burnt Tavern Road		Brick	NY	087241967	Ocean
04522	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	167-169 Genesee Street		Utica	NY	135212106	Oswego
05346	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	424 Elmwood Avenue		Buffalo	NY	142222210	Wesches
05565	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
06066	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	324 Main Street		Poughkeepsie	NY	126613110	Dutchess
06653	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	401 South Salina Street		Syracuse	NY	132021601	Onondaga
06755	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	512 State Route 17C		Buffalo	NY	142023203	Erie
07022	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	1000 Court Street		Owega	NY	138279801	Tioga
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	4764 Salina Street (#2 Parking Lot)		Utica	NY	135024018	Oswego
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	104 Genesee Street		Pulaski	NY	131424715	Oswego
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	3095 Bailey Avenue (Parking Lot)		Buffalo	NY	142121716	Madison
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	46-50 North Main Street		Buffalo	NY	142121716	Madison
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	1632 & 1636 Main Street (Parking Lot)		Buffalo	NY	142121716	Madison
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	2315 William Street		Buffalo	NY	142121716	Madison
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	223-227 Kirby Avenue		Buffalo	NY	142121716	Madison
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	1224 East Lovejoy Street		Buffalo	NY	142061216	Erie
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	300 West Manlius Street		Buffalo	NY	142061216	Erie
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	1540 Grand Concourse		Bronx	NY	104578400	Bronx
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	133 East Main Street		Frankfort	NY	133401133	Herkimer
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	1410 Delaware Street		Buffalo	NY	142091111	Erie
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	212 North Main Street		Norville	NY	121340449	Fulton
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	9160 Main Street		Clarence	NY	140311930	Erie
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	210 Post Avenue		Westbury	NY	115903019	Nassau
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of New York, Inc.		Y	N	898 South Main Street		Centerville	OH	454834319	Montgom
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	3527 Centfield Road		Youngstown	OH	444350000	Mahoning
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	11 Mausfield Avenue		Madison	OH	444350000	Mahoning
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	2885 West Broad Street		Stelby	OH	448751301	Butler
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	6412 Franklin Boulevard		Columbus	OH	432047646	Richland
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	300 East Main Street		Cleveland	OH	441023153	Cuyahoga
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	944 Brown Street		Pomeroy	OH	457691023	Meigs
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	713 North State Street		Girard	OH	443122261	Summit
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	52 West Main Street		Amelia	OH	444201027	Trumbull
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	8401 Youngstown Road, S.E.		Warren	OH	451020000	Clermont
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	2323 Broadview Road		Memor	OH	440650816	Trumbull
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	7796 Munson Road		Cleveland	OH	441994177	Cuyahoga
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	109 Jefferson Street		Memor	OH	440650816	Lake
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	400 Public Road		Memor	OH	440650816	Lake
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	1038 Northwest Street		Greenfield	OH	440262625	Crauga
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	220 Third Street		Yorkville	OH	439711564	Highland
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N	375 Philadelphia Street		Lima	OH	458613676	Jefferson
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Ohio, Inc.		Y	N			Wellsville	OH	439681660	Columbia
08429	633	23-1940649	RITE AID OF NEW YORK, INC.	Rite Aid of Pennsylvania, Inc.		Y	N			Indiana	PA	157012068	Indiana

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
00269	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.	Jamesway Plaza	Y	N	230 Hays Avenue		Pittsburgh	PA	152102202	Allegheny
00415	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	33 Public Square		Pittsburgh	PA	187011701	Luzerne
00503	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	42 West Broad Street		Hazleton	PA	182016418	Luzerne
00507	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	10 North Center Street		Pottsville	PA	179012510	Schuylkill
00517	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	40-42 West Market Street		York	PA	174011203	York
00539	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	733 Hamilton Street Mall		Allentown	PA	181012434	Lzhigh
00596	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	Y	827 North Center Street		Conry	PA	164071225	York
00686	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	Y	24 West Center Street (1-1Leased,2-Owned)		Mahoney City	PA	179482603	Schuylkill
00721	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	309-311 Market Street		Harrisburg	PA	171012207	Dauphin
00729	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	59 North Queen Street		Lancaster	PA	176033838	Lancaster
00756	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	4606 Admiral Peary Highway		Ebensburg	PA	159314203	Cambria
00817	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	48 East Main Street		Nomstown	PA	194014915	Montgom
00822	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	5911-5913 Ridge Avenue		Philadelphia	PA	191282628	Philadelphia
00824	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	6429 Rising Sun Avenue		Philadelphia	PA	191152228	Philadelphia
00866	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	501 South 29th Street		Harrisburg	PA	171042166	Dauphin
00890	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	328-334 Main Street		Irwin	PA	156423438	Westmore
00927	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	236 West Street		Gettysburg	PA	173225509	Adams
01067	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	7564-70 Haverford Avenue		Philadelphia	PA	191512112	Philadelphia
01180	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	217 South Blakely Street		Dunmore	PA	185122203	Lackawann
01304	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	50 South Front Street (Parking Lot)		Steelton	PA	171012319	Dauphin
01376	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	916 State Street		Erie	PA	165011406	Erie
01398	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	1 East High Street		Union City	PA	164381003	Erie
01450	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	601 Delaware Avenue		Palmerston	PA	180712002	Carbon
01494	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	1120 Philadelphia Avenue		Barnesboro	PA	157141519	Cambria
01496	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	101 East Shirley Street		Mt Union	PA	170661625	Huntingdo
01514	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	508 East Second Street		Oil City	PA	163022227	Venango
01543	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	404 Third Street		California	PA	154911103	Washington
01563	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	1212 Second Street		Cresson	PA	166501148	Cambria
01640	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	6201 Germantown Avenue		Philadelphia	PA	191440000	Philadelphia
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	181032006	Lchigh
01784	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	5601 Chestnut St. (NEC 57th & Chestnut)		Philadelphia	PA	191392323	Philadelphia
01814	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	1620 Main Street		Northampton	PA	180671541	Northamp
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	1100-02 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	173154603	York
02442	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	634-640 Monongahela Avenue		Gasport	PA	150451608	Allegheny
02451	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	5272 Torresdale Avenue		Philadelphia	PA	191242041	Philadelphia
02510	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	1915 West Ninth Street		Chester	PA	190132719	Delaware
02685	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
03225	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	43-47 Baltimore Street (Both are Owned)		Philadelphia	PA	191433240	Philadelphia
03325	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	838 Fifth Avenue		Hanover	PA	173313233	York
03277	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	2201 West Allegheny Avenue		Ford City	PA	169261109	Armstrong
03377	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	3000-02 Reed Street		Philadelphia	PA	191321420	Philadelphia
03434	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	3001 Midvale Avenue		Philadelphia	PA	191463520	Philadelphia
03464	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	1443 South Seventh Street		Philadelphia	PA	191291712	Philadelphia
03469	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	7941 Oxford Avenue		Philadelphia	PA	191485847	Philadelphia
03492	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	1924-40 Fairmount Avenue		Philadelphia	PA	191112224	Philadelphia
03493	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	Box 136A, R.D. #1		Philadelphia	PA	191302010	Philadelphia
03494	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	136 North 63rd Street		Grindstone	PA	154429714	Fayette
03495	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	5700 Chew Avenue		Philadelphia	PA	191392201	Philadelphia
03496	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N	111 North Plaza		Philadelphia	PA	191381716	Philadelphia
03497	639	23-1940652	RITE AID OF PENNSYLVANIA, INC.	RITE AID OF PENNSYLVANIA, INC.		Y	N			Apollo	PA	156131346	Armstrong

RITE AID CORPORATION

STORE LOCATIONS

OWNED STORES

Center	Corr. No.	Tax ID	Operated By	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
03637	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.		Y	N	6163 Frankford Avenue		Philadelphia	PA	191335017	Philadelphia
03668	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.		Y	Y	318 Fifth Avenue (1 Leased - 2 Owned)		Pittsburgh	PA	15222401	Allegheny
04791	639	21-1940652	RITE AID OF PENNSYLVANIA, INC.		Y	Y	2023 Lyscoming Creek Road		Williamsport	PA	600060000	Lycoming
01065	643	21-2047224	RITE AID OF TENNESSEE, INC.		Y	N	703 South Congress Boulevard		Smithville	TN	371662019	DeKalb
01577	643	21-2047224	RITE AID OF TENNESSEE, INC.		Y	N	1200 Euclid Avenue		Bristol	VA	242013924	Sullivan
01935	643	23-2047224	RITE AID OF TENNESSEE, INC.		Y	N	289 North Main Street		Jellico	TN	377622131	Campbell
03344	643	23-2047224	RITE AID OF TENNESSEE, INC.		Y	N	130 West Main Street		Needville	TN	378590095	Hancock
03399	643	23-2047224	RITE AID OF TENNESSEE, INC.		Y	N	103 North Gateway Avenue		Rockwood	TN	378542330	Hancock
00524	647	23-1940653	RITE AID OF VIRGINIA, INC.		Y	Y	P.O. Box 967, Main Street		Saltville	VA	243700967	Smyth
01811	647	23-1940653	RITE AID OF VIRGINIA, INC.		Y	Y	1661 Laskin Road		Virginia Beach	VA	234516138	Virginia B
02792	647	23-1940653	RITE AID OF VIRGINIA, INC.		Y	Y	1561 Virginia Avenue	P.O. Drawer F	Rich Creek	VA	241479722	Giles
00699	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	120 Jefferson Avenue		Moundsville	WV	260411411	Marshall
00732	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	1135 Market Street		Whiting	WV	260032905	Ohio
00948	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	1101 Myers Avenue		Dunbar	WV	250643118	Kanawha
00963	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	1719 West Washington Street		Charleston	WV	253122319	Kanawha
00972	649	23-1940654	RITE AID DISCOUNT PHARMACY		Y	Y	506 Third Avenue		Montgomery	WV	2531362102	Fayette
01182	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	Main Street & Florence Alley		Gransberry	WV	261470733	Calhoun
01462	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	P.O. Box 740	P.O. Box 733	St. Mary's	WV	261700740	Pleasants
01503	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	P.O. Box 697	Highway 2 North	War	WV	248920697	McDowell
01795	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	205 Marshall Street	Route 16, Main Street	Benbow	WV	260311024	McDowell
01802	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	West Virginia Route 83		Bradshaw	WV	248170751	Marshall
01992	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	300 West Main Street	P.O. Box 751	Bridgesport	WV	263307751	Harrison
02263	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	U.S. Route 119 & Logan Street		ML GAY	WV	256371251	Logan
02610	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	508 Main Street	P.O. Box 1251	Norfolk	WV	248680508	McDowell
02667	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	111 Main Street	Route 52, Box 508	Assled	WV	258120799	Fayette
02675	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	719 Johnson Road	P.O. Box 799	Breckley	WV	258014821	Raleigh
02736	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	Route 4, Box 280		Keyser	WV	267269415	Mineral
02742	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	200 Virginia Street		Smubers	WV	251860427	Fayette
02789	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	168 Main Street	P.O. Box 427	Sutton	WV	266011308	Braxton
03352	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	7031 Harper Road		Glen Daniel	WV	258449480	Raleigh
03395	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	2198 Ritter Drive		Daniels	WV	258329372	Raleigh
03408	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	50 South Main Street		Petersburg	WV	268471728	Grant
03423	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	101 Morrison Drive		Princeton	WV	247402322	Mercer
03462	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	418 Bridge Street		Humberton	WV	257021502	Cabell
03515	649	23-1940654	RITE AID OF WEST VIRGINIA, INC.		Y	Y	4749 U.S. Route 152		Lavalete	WV	255359802	Wayne
00200	651	23-1730114	KEYSTONE CENTERS, INC.		Y	Y	100 Colliers Way		Weston	WV	260624804	Hancock
00239	651	23-1730114	KEYSTONE CENTERS, INC.		Y	Y	1130 Cumberland Street		Lebanon	PA	170425150	Lebanon
00843	652	23-232476	RITE AID DRUG PALACE, INC.		Y	Y	Route 6		Honesdale	PA	184319806	Wayne
01251	652	23-232476	RITE AID DRUG PALACE, INC.		Y	Y	608 North Warwick Road		Somerdale	NJ	080831956	Camden
01567	652	23-232476	RITE AID DRUG PALACE, INC.		Y	Y	1198 West Galbraith Road		Cincinnati	OH	452315610	Hamilton
01881	652	23-232476	RITE AID DRUG PALACE, INC.		Y	Y	2901 Springfield Road		Brooklyn	PA	190081308	Delaware
02350	653	53-012212	LANE DRUG COMPANY		Y	Y	185 Kings Highway		Brooklyn	NY	112231105	Kings
02403	653	53-012212	LANE DRUG COMPANY		Y	Y	305 West Main Street		Ottawa	OH	458751725	Punam
04588	654	38-2413448	APEX DRUG STORES, INC.		Y	N	875 Lexington Road	(formerly numbered as #3249 Rebo)	Mansfield	OH	449070000	Richland
04101	655	38-0947300	PERRY DRUG STORES, INC.		Y	Y	3221 Corona Road		Flint	MI	485033267	Genesee
04340	655	38-0947300	PERRY DRUG STORES, INC.		Y	Y	360 Martin Luther King Boulevard		Pontiac	MI	483420000	Oakland
04372	655	38-0947300	PERRY DRUG STORES, INC.		Y	Y	G 4033 Fernon Road		Barton	MI	485290000	Genesee
04382	655	38-0947300	PERRY DRUG STORES, INC.		Y	Y	640 North Millford Road		Midland	MI	483811554	Oakland
04410	657	38-2935739	PDS-1 MICHIGAN, INC.		Y	Y	2910 Ashman Street		Midland	MI	486404448	Midland
05190	660	95-4391249	THRIFTY PAYLESS, INC.		Y	Y	630 West Mitchell Street		Potosky	MI	497702615	Emmet
05240	660	95-4391249	THRIFTY PAYLESS, INC.		Y	Y	24044 10th Avenue		Kent	WA	980314976	King
05241	660	95-4391249	THRIFTY PAYLESS, INC.		Y	Y	26200 Pacific Highway, South		King	WA	980326914	King
05242	660	95-4391249	THRIFTY PAYLESS, INC.		Y	Y	205 Pine Street		King	WA	982909002	King
05243	660	95-4391249	THRIFTY PAYLESS, INC.		Y	Y	19475 Seventh Avenue, N.E.		Snobomish	WA	982909002	King
05244	660	95-4391249	THRIFTY PAYLESS, INC.		Y	Y	680C West Washington Street		Poulsbo	WA	981707527	Kitsap
05245	660	95-4391249	THRIFTY PAYLESS, INC.		Y	Y			Sequim	WA	983823264	Clallam

RITE AID CORPORATION

STORE LOCATIONS

OWNED STORES

Center	Comp. No.	Tab. ID	Operated By	Titled In	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
05289	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	11505-C.N.E. 4th Plain Boulevard		Vancouver	WA	986655893	Clark
05291	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	13511 Southeast Third Way		Vancouver	WA	986828117	Clark
05342	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	313 South Roosevelt Drive		Seattle	OR	971386743	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		Salem	OR	973023918	Marion
05368	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Mill Valley Square	Y	N	178 West Ellendale Avenue		Dallas	OR	973381408	Polk
05380	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Roseburg Valley Mall	Y	N	1430 N.W. Garden Valley Road		Springfield	OR	974772592	Douglas
05383	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Mohawk Marketplace	Y	N	2130 Marcola Road		Springfield	OR	975046748	Jackson
05384	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Medford Center	Y	N	981 Medford Center		Medford	OR	975201607	Jackson
05385	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Tollman Creek Plaza	Y	N	1642 Williams Highway		Grants Pass	OR	975255660	Josephine
05387	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Williams Highway Plaza	Y	N	700 S.E. 3rd Street		Bend	OR	977021796	Deschutes
05391	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Ochocho Plaza	Y	N	1575 East 3rd Street		Prineville	OR	977542907	Crook
05393	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Meridian Plaza	Y	N	1217 Campbell Street		Baker City	OR	978143396	Baker
05396	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Crenshaw Plaza	Y	N	1600 East 1st Street		Meridian	ID	836421709	Ada
05412	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	South Bay Center	Y	N	3230 West Slauson Avenue		Los Angeles	CA	900432564	Los Ange
05451	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	South Bay Center	Y	N	650 South Alvarado Street		Los Angeles	CA	900573307	Los Ange
05483	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Goddison Plaza	Y	N	1609 Hawthorne Boulevard		Redondo Beach	CA	902780000	Los Ange
05498	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Paramount Plaza	Y	N	7880 Valley View Boulevard		Buena Park	CA	906202353	Orange
05505	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Paramount Plaza	Y	N	12319 South Norwalk Boulevard		Norwalk	CA	906502039	Los Ange
05512	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Paramount Plaza	Y	N	15717 Downey Avenue		Paramount	CA	907234407	Los Ange
05548	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Poinsettia Village Shopping Center	Y	N	17864 Ventura Boulevard		Encino	CA	913165615	Los Ange
05598	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Camel Mountain Ranch Town Center	Y	N	222 West "G" Street		Oxnard	CA	913623228	San Berna
05622	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Camel Mountain Ranch Town Center	Y	N	7100 Avenida Encinas "C"		Carlsbad	CA	920094657	San Diego
05662	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Stater Brothers Shopping Center	Y	N	11845 Camel Mountain Road		San Diego	CA	921284602	San Diego
05690	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Stater Brothers Shopping Center	Y	N	943 Amory Road		Barstow	CA	923115461	San Berna
05730	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	25906 Newport Road		Sun City	CA	925849130	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	100 China Grade Loop		Bakersfield	CA	933080000	Kern
05829	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	500 Quiliana Road		Mono Bay	CA	934421938	San Luis C
05860	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Selma Plaza	Y	N	2857 Whitson Avenue		Selma	CA	936622623	Fresno
05861	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	3011 North Cedar Avenue		Fresno	CA	937031530	Fresno
05865	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2047 West Shaw Avenue		Fresno	CA	957053464	Fresno
05919	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Gateway Plaza	Y	N	24989 Santa Clara Street		Hayward	CA	945442105	Alameda
05925	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Pepperidge Plaza	Y	N	968 Muircrest Boulevard		Livermore	CA	945504063	Alameda
06008	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Euclid Shopping Center	Y	N	2401 McHenry Avenue		Modesto	CA	953503289	Stanislaus
06019	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Turlock Towne Center	Y	N	651 North Golden State Boulevard		Turlock	CA	953803952	Stanislaus
06026	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Burns Valley Mall	Y	N	14804 Olympic Drive		Clarksdale	CA	954229521	Lake
06033	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	680 South State Street		Ukiah	CA	954824913	Mendocino
06037	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Payless Plaza Shopping Center	Y	N	1500 Anna Sparks Way, Suite D		McKinleyville	CA	955190000	Humboldt
06040	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Auburn Center	Y	N	575 "M" Street		Crescent City	CA	955312827	Del Norte
06042	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Elkhorn Way Square	Y	N	420 Grass Valley Highway		Auburn	CA	956033714	Placer
06054	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Roseville-Brickyard Shop Center	Y	N	6639 Watt Street		North Highlands	CA	956771708	Placer
06064	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Elmira Square	Y	N	4005 Football Boulevard		Roseville	CA	956877108	Solano
06069	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	K Street Mall	Y	N	2050 Nut Tree Road		Yuba City	CA	957477233	Placer
06074	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Stockridge Plaza	Y	N	1012 "K" Street		Yuba City	CA	958143893	Sacramento
06083	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Vinyard Square	Y	N	5051 Frustridge Road		Sacramento	CA	958205433	Sacramento
06085	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Lake Crest Village (Building)	Y	N	7860 Gerber Road		Sacramento	CA	958284302	Sacramento
06090	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	980 Florin Road		Sacramento	CA	958313515	Sacramento
06092	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2700 Oro Dam Boulevard		Oroville	CA	959659210	Butte
06096	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Bozler Marketplace	Y	N	716 South Boulder Highway		Henderson	NV	890157589	Clark

RITE AID CORPORATION

STORE LOCATIONS

OWNED STORES

Center	Corp No	Tax ID	Operated By	Title/ID	Center Name	Owned	Lease	Address One	Address Two	City	State	Zip	County
06111	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Valley Oaks Shopping Center	Y	N	3822 West Sahara Avenue		Las Vegas	NV	891020505	Clark
06112	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Spring Valley Town Center	Y	N	4230 South Rainbow Boulevard		Las Vegas	NV	891033104	Clark
06125	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Rainbow Plaza	Y	N	535 South Main Street		Bountiful	UT	840106322	Davis
06126	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	860 North Fairfield Road		Layton	UT	840412725	Layton
06137	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	774 South State Street		Orem	UT	840586308	Utah
06134	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Mission Plaza	Y	N	150 North 900 West		Salt Lake City	UT	841161334	Salt Lake
06156	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Village Square	Y	N	15453 East Hampden Avenue		Aurora	CO	800132403	Arapahoe
06174	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Greeley Plaza	Y	N	6500 West 120th Avenue		Broomfield	CO	800029869	Jefferson
06179	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Peachtree Shopping Center	Y	N	1013 11th Street		Greeley	CO	806313534	Weld
06322	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	2626 West 10th Street		Greeley	CO	806313421	Weld
06329	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	3227 I-70 Business Loop		Citron	CO	815207699	Mesa
06364	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	1920 Las Vegas Boulevard, North		Las Vegas	NV	891150000	Clark
06367	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	20901 East Smoky Hill Road		Aurora	CO	800161343	Arapahoe
06389	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	461 West Williams Avenue		Fallon	NV	894062734	Churchill
06396	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.		Y	N	400 North 1st Street	Crane Valley Road	Grand Junction	CO	815012230	Mesa
06600	660	95-4391249	THRIFTY PAYLESS, INC.	Thrifty Payless, Inc.	Woodland Distribution Center	Y	N	49060 Road 426		Oakhurst	CA	936449486	Madera
07053	661	63-0527200	HARCO, INC.	Harco, Inc.		Y	N	2419 East Avenue "S"		Palmdale	CA	935500000	Los Ange
07091	661	63-0527200	HARCO, INC.	Harco, Inc.		Y	N	3105 Rancho Vista Boulevard		Palmdale	CA	935514822	Los Ange
07183	662	72-1043860	K & B ALABAMA CORPORATION	K & B Louisiana Corporation		Y	N	1755 East Beamer Street		Woodland	CA	957760000	Yolo
07307	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation		Y	N	298 Hughes Road		Madison	AL	357581112	Madison
07313	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation		Y	N	1436 Quintard Avenue		Anniston	AL	362013845	Calhoun
07318	664	72-1043860	K & B LOUISIANA CORPORATION	K & B Louisiana Corporation		Y	N	1066 South Oaks Street		Douhan	AL	362013514	Houston
07214	665	72-0983482	K & B MISSISSIPPI CORPORATION	Harco, Inc.		Y	N	2912 Dauphin Island Parkway		Mobile	AL	366053811	Mobile
07219	665	72-0983482	K & B MISSISSIPPI CORPORATION	K & B Louisiana Corporation		Y	N	2822 Ryan Street (F1 Leased #2 Owned)		Lake Charles	LA	706017329	Calcasieu
07221	665	72-0983482	K & B MISSISSIPPI CORPORATION	K & B Louisiana Corporation		Y	N	1710 North Airline Highway		Gonzales	LA	707372127	Ascension
00029	00029	38-1718545	PERRY DISTRIBUTORS, INC.	Perry Drug Stores, Inc.	Michigan Distribution Center	Y	N	2159 Staring Lane		Baton Rouge	LA	708101038	East Bato
00035	00035	65-0522700	HARCO, INC.	HARCO, INC.	HARCO DVC Cottondale Industrial Park (1 Leased 2 Own)	Y	Y	114 East McDowell Road		Jackson	MS	392045718	Hinds
00050	00050	23-1940654	RITE AID OF WEST VIRGINIA, INC.	Rite Aid of West Virginia, Inc.	West Virginia Distribution Center	Y	N	5916 U.S. Highway 49		Hatchburg	MS	394010000	Forrest
00060	00060	23-1887836	RITE AID ROME DISTRIBUTION CEN-	Rite Aid of New York, Inc.	New York Distribution Center	Y	N	100 Highway 42		Petal	MS	394652881	Forrest
00614	00614	23-2308342	RITE AID HDQTRS CORP	Rite Aid Realty Corp.	Store Planning Building	Y	N	5400 Perry Drive		Pontiac	MI	483436021	Oakland
09702	09702	23-2308342	RITE AID HDQTRS CORP	Rite Aid Realty Corp.	Capital Corporate Center	Y	N	3931 Rice Mine Road, N.E.		Tuscaloosa	AL	354530000	Tuscaloos
09765	09765	23-2308342	RITE AID HDQTRS CORP	Rite Aid Realty Corp.	Information Technology Center (Office)	Y	N	Rock Branch Industrial Park		Poca	WV	251590000	Putnam
		86-0946910	PCS HEALTH SYSTEMS, INC.	PCS MAIL SERVICES OF BIRMINGHAM, INC.	PCS Headquarters Bldg	Y	N	5865 Success Drive		Rome	NY	134460000	Oneida
		63-1222539	PCS MAIL SERVICES OF BIRMINGHAM, INC.	HAM, INC.	PCS Mail Order Facility	Y	N	451 South St. John's Road		Shiremanstown	PA	170110000	Cumberland
						Y	N	30 Hunter Lane		Camp Hill	PA	170110000	Cumberland
						Y	N	433 Railroad Avenue		Shiremanstown	PA	170550000	Cumberland
						Y	N	9501 East Shea Ave		Scottsdale	AZ	85260-6719	Marcopa
						Y	N	2700 Milan 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**

<b>Title of Work</b>	<b>Reg. No./Reg. Date</b>	<b>Owner</b>	<b>Status/Comments</b>
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**

<b>MARK</b>	<b>State</b>	<b>Registration No./Date</b>	<b>Description of Goods/Services</b>	<b>Current Record Owner</b>	<b>Status/Next Action Required</b>
<b>MONOGRAM 6</b>	California	46,606 August 9, 1968	Whiskey, in Class 33.	Name Rite, L.L.C.	Renewed; next renewal due 8/9/08.
<b>K-B</b>	Louisiana	361,588 December 15, 1978	Retail merchandise, in Class 42.	Name Rite, L.L.C.	Renewed; next renewal due 12/15/08.
<b>K-B</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.
<b>K-B</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.
<b>KB</b>	Louisiana	361,548 December 15, 1978	Retail merchandise, in Class 42.	Name Rite, L.L.C.	Renewed; next renewal due 12/15/08.
<b>KB</b>	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
<b>COMPLI-LINE</b>	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.
<b>EAGLE MANAGED CARE</b>	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
<b>RITE AID Plus Design</b>	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.
<b>RITE AID Plus Design</b>	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.
<b>RITE AID COSMETICS MONEY BACK GUARANTEE IT'S RISK FREE Plus Design</b>	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.
<b>RITE AID INTERNET REFILLS WWW.RITEAID.CO M Plus Design</b>	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.
<b>RITE AID IT'S NOT JUST A STORE. IT'S A SOLUTION.</b>	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 1/1/05 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.
SCOTTS 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.

MPEL	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**


<b>Mark</b>	<b>Reg. No/Reg. Date</b>	<b>Goods/Services</b>	<b>Owner</b>	<b>Status/Comments</b>
<b>PCS IN FOCUS</b>	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.
<b>RX VIEWPOINTS</b>	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.
<b>RX INFORM</b>	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
<p>PCS HEALTH SYSTEMS</p>	<p>2,235,683 March 30, 1999</p>	<p>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 informations relating to processing of new prescriptions, prescription refills and prescription information; monitoring medication and prescription activity and treatment programs, in Class 42.</p>	<p>PCS Health Systems, Inc.</p>	<p>Registered - Declaration of Continued Use due between 3/30/04 and 3/30/05.</p>

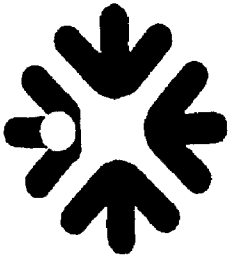




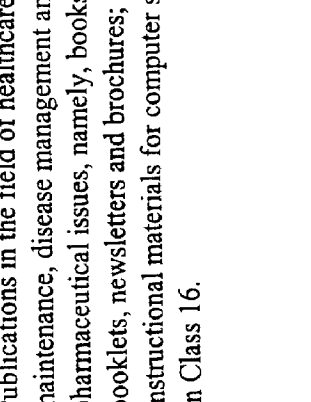
Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
THE RIGHT TRACK Plus Design	2,202,487 November 10, 1998	Health care services, namely, disease management services in the nature of disease assessment, disease management counseling, educating patients on disease management and teaching behavior 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.

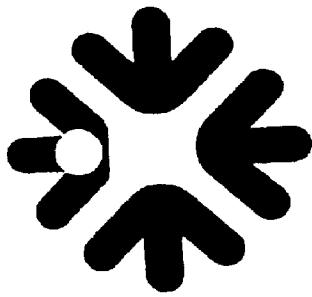
Mark	Reg. No./Reg. Date	Goods/Services	Owner	Status/Comments
<p>PCS HEALTH SYSTEMS</p>	<p>2,155,042 May 5, 1998</p>	<p>Educational services, namely, conducting courses and workshops for physicians in disease prevention and management and continuing medical education, drug utilization review, patient 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>

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.

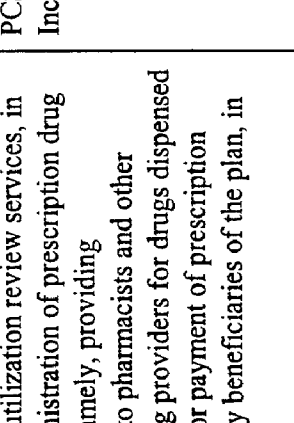
Mark	Reg. No/Reg. Date	Goods/Services	Owner	Status/Comments
	2,155,040 May 5, 1998	Educational services, namely, conducting courses and workshops for physicians in disease prevention and management and continuing medical education, drug utilization review, patient compliance information, and diagnostic 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.
PCS	2,160,635 May 26, 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 5/26/03 and 5/26/04.

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**

<b>Mark</b>	<b>Appl. No. Filing Date</b>	<b>Goods / Services</b>	<b>Record Owner</b>	<b>Status / Comments</b>
<b>PCS FASTFILL</b>	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.
<b>PCSRX</b>	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.
<b>PCSRX.COM</b>	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.
<b>POSITIVE ACTION. POSITIVE RESULTS.</b>	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
<b>Process Design</b>	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.
<b>PROCESS:4</b>	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.
<b>EXECUTIVE INSIGHT</b>	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.
<b>APPLIED PRESCRIPTION RESEARCH</b>	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.
<b>PCS ADVISOR</b>	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 pharmacotherapeutics, disease 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**

<b>Mark</b>	<b>Serial No./ Filing Date/ Basis</b>	<b>Description of Goods/Services</b>	<b>Current Record Owner</b>	<b>Next Action/ Deadline</b>
<b>1-888-RITE AID</b>	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.
<b>CRYSTAL LAKE</b>	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.
<b>FLEXACIN</b>	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.
<b>GOOD HEALTH SOLUTIONS Plus Design</b>	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.
<b>LIFE CHECK</b>	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 be Examiner 6/17/00
<b>OUTDOOR CHEF</b>	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
<b>PHOTO RITE</b>	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.
<b>PROMPTSCRIPT</b>	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.
<b>PURE SPRING</b>	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.
<b>QUICKFILL</b>	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.
<b>RAPIDSCRIPT</b>	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.
SWIFTSRIPT	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 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.

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:

<b>Blocked Account Bank</b>	<b>Account Numbers</b>
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:

<b>Account Holder</b>	<b>Account Details</b>
Mellon Bank	0693636
Mellon Bank	1037294

(c) The following is the Concentration Account:

<b>Account Holder</b>	<b>Account Details</b>
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

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 Government 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 (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  
APPEX 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

Schedule IV

Name Rite, L.L.C.  
Trademarks

Mark	Application Number	Registration Number
Special Occasion	75/041,144	2,223,490