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STATE OF MARYLAND,	:	
By DOUGLAS F. GANSLER,	:	
ATTORNEY GENERAL,	:	
	:	
STATE OF NEW JERSEY,	:	
By STUART RABNER, ATTORNEY GENERAL,	:	
	:	
STATE OF NEW YORK	:	<b><u>ASSURANCE OF</u></b>
By ANDREW M. CUOMO,	:	<b><u>DISCONTINUANCE</u></b>
ATTORNEY GENERAL,	:	
	:	
COMMONWEALTH OF PENNSYLVANIA,	:	
By TOM CORBETT, ATTORNEY GENERAL,	:	
	:	
STATE OF VERMONT,	:	
By WILLAM H. SORRELL,	:	
ATTORNEY GENERAL,	:	
	:	
and	:	
	:	
COMMONWEALTH OF VIRGINIA,	:	
By ROBERT F. MCDONNELL,	:	
ATTORNEY GENERAL,	:	
	:	
-against-	:	
	:	
RITE AID CORPORATION	:	
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Pursuant to provisions of Maryland Com. Law Code Ann. § 11-201 *et seq.*, New Jersey Stat. Ann. § 56:9-9, Section 63 of New York Executive Law and Section 340 of New York General Business Law, Pennsylvania Commonwealth Attorneys Act, 71 P.S. § 732-204(c), Vermont Consumer Fraud Act, 9 V.S.A. § 2451 *et seq.*, and Virginia Code § 59.1-9.10, Douglas F. Gansler, Attorney General of the State of Maryland, Stuart Rabner, Attorney General of the State of New Jersey, Andrew M. Cuomo, Attorney General of the State of New York, Tom Corbett, Attorney

General of the Commonwealth of Pennsylvania, William H. Sorrell, Attorney General of the State of Vermont, and Robert F. McDonnell, Attorney General of the Commonwealth of Virginia (collectively the “States”), caused an antitrust investigation to be made into the acquisition of The Jean Coutu Group (PJC) USA, Inc. (“Jean Coutu USA”), a subsidiary of Jean Coutu Group (PJC) Inc. (“Jean Coutu”), by Rite Aid Corporation (“Rite Aid”). Based upon their investigations, the Attorneys General have made the following contentions:

### **Summary**

1. Jean Coutu is a corporation organized under the laws of the Province of Quebec, with its principal place of business in Quebec, Canada.
2. Jean Coutu USA is a wholly-owned corporate subsidiary of Jean Coutu organized under the laws of the State of Delaware, with its principal place of business in Warwick, Rhode Island, and conducts business under the Brooks or Eckerd banners in Maryland, New Jersey, New York, Pennsylvania, Vermont, and Virginia.
3. Rite Aid is a corporation organized under the laws of the State of Delaware, with its principal place of business in Camp Hill, Pennsylvania, and is registered to do business in Maryland, New Jersey, New York, Pennsylvania, Vermont, and Virginia.
4. Rite Aid, which owns and operates Rite Aid drug stores, and Jean Coutu, which owns and operates Brooks and Eckerd drug stores, are two of the nation’s leading chain drug stores.
5. The Attorneys General contend that, in their respective States, Rite Aid and Jean Coutu own and operate certain Retail Drug Stores that are in close proximity and often comprise most or all of the full-service Retail Drug Stores within particular geographic areas. Retail Drug Stores offer consumers a distinctive combination of convenience, product

choice, and pharmacy service that is not offered by small independent pharmacies, food and drug combination stores, or large mass merchandisers. The Acquisition and elimination of competition, therefore, likely would have anticompetitive effects in such locations by, among other things, eliminating consumer choice and enabling Rite Aid and other Retail Drug Stores to raise prices, in violation of Clayton Act § 7, 15 U.S.C. § 18, and other state and federal antitrust laws.

6. The Acquisition warrants that Rite Aid make certain divestitures prior to or following its acquisition of Jean Coutu's Brooks and Eckerd operations. The purpose of the divestitures is to put ownership of the Identified Assets in hands other than Rite Aid's and to encourage their acquisition by companies engaged in the retail drug store business in competition with Rite Aid.
7. The Maryland Attorney General has jurisdiction over this matter pursuant to Md. Com. Law Code Ann. §11-201 *et seq.*
8. The New Jersey Attorney General has jurisdiction over this matter pursuant to the New Jersey Antitrust Act, N.J. Stat. Ann. § 56:9-4.
9. The New York Attorney General has jurisdiction over this matter pursuant to the Donnelly Act, General Business Law Sec. 340, 342 and Executive Law § 63.
10. The Pennsylvania Attorney General has jurisdiction over this matter pursuant to the Commonwealth Attorneys Act, 71 P.S. § 732-204(c).
11. The Vermont Attorney General has jurisdiction over this matter pursuant to Vermont Consumer Fraud Act, 9 V.S.A. § 2451 *et seq.*

12. The Virginia Attorney General has jurisdiction over this matter pursuant to Virginia Code §§ 59.1-9.6, 59.1-9.10, and 59.1-9.15.
13. Rite Aid has agreed to resolve the investigation as set forth further below.
14. Rather than engaging in antitrust enforcement litigation respecting Rite Aid's acquisition of The Jean Coutu Group USA, Inc., the Attorneys General have elected to accept this Assurance of Discontinuance.

### **AGREEMENT**

Rite Aid desires to settle and resolve this matter without admitting the Attorneys' General Summary and denying that it has committed any alleged violations of law. The Attorneys General and Rite Aid hereby enter into this Assurance of Discontinuance and agree as follows:

15. Rite Aid consents to jurisdiction as to any matters respecting this Assurance of Discontinuance brought by a State before the state courts of such State.
16. The provisions of this Assurance of Discontinuance apply to Rite Aid, its successors and assigns, subsidiaries, directors, officers, managers, agents, and employees, and all other persons in active concert or participation with any of them who shall have received actual notice of this Assurance of Discontinuance by personal service or otherwise.

### **Definitions**

17. "Assurance of Discontinuance" means this Assurance of Discontinuance and its schedules.<sup>1</sup>
18. "Acquisition" means Rite Aid's proposed acquisition of the outstanding voting securities of Jean Coutu USA through the JCG (PJC) USA, LLC, and Jean Coutu's proposed

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<sup>1</sup> With regard to Maryland and Virginia, this document will be titled an "Agreement."

acquisition of 32.0% of Rite Aid common stock, representing approximately 30.2% of the voting power of Rite Aid outstanding voting securities, pursuant to the Stock Purchase Agreement dated August 23, 2006 between Rite Aid and Jean Coutu.

19. “Brooks-Eckerd” means the Brooks and Eckerd drug store brands owned and operated by Jean Coutu prior to the closing of the Acquisition.
20. “Competing Retail Drug Store” means any entity that owns and operates four or more Retail Drug Stores.
21. “Divestiture Buyer” means any Competing Retail Drug Store approved by the Attorney General of the State in which any Identified Asset is located to acquire any or all of the Identified Assets pursuant to this Assurance of Discontinuance. At any time within ten (10) days of the closing of the Acquisition, the Attorney General of each State shall have discretion to designate other persons as Competing Retail Drug Stores, for purposes affecting that State, should such persons demonstrate to the satisfaction of the Attorney General that they already operate, or intend to operate the Identified Assets as, comparable Retail Drug Stores.
22. “FTC Order” means the FTC order C-4191, dated on June 1, 2007.
23. “Identified Assets” means the stores listed in Schedule A, applicable to Maryland, in Schedule B, applicable to New Jersey, in Schedule C, applicable to New York, in Schedule D, applicable to Pennsylvania, in Schedule E, applicable to Vermont, and in Schedule F, applicable to Virginia.
24. “Identified States” means the State of Maryland, the State of New Jersey, the State of New York, the Commonwealth of Pennsylvania, the State of Vermont, and the

Commonwealth of Virginia.

25. “Later Divested Assets” means either the Rite Aid Store or the Brooks/Eckerd store in each of the towns listed in Schedule G.
26. “Retail Drug Store” means a full-line retail store that carries a wide variety of prescription and nonprescription medicines and miscellaneous items, including, but not limited to, drugs, pharmaceuticals, patent medicines, sundries, and other merchandise.

## **AFFIRMATIVE RELIEF**

### **I. Divestitures**

27. Rite Aid shall divest, absolutely and in good faith, the Identified Assets and the Later Divested Assets to Divestiture Buyers. All Identified Assets shall be divested to the buyers listed on Schedules A-F no later than forty (40) days after closing on the Acquisition. The Later Divested Assets shall be divested to Divestiture Buyers by no later than one-hundred fifty (150) days after closing. As to all Identified Assets, compliance with the FTC Order shall constitute compliance with this obligation upon notice to and approval of the Attorney General of the State in which the asset is located. Any sale of a Later Divested Asset to a Divestiture Buyer shall be subject to the approval of the Attorney General of the State in which the asset is located. As to the Later Divested Assets, Rite Aid shall give the Attorney General of the pertinent State fourteen (14) days’ advance notice before the closing of any divestiture of the substance and terms of each proposed divestiture herein and the opportunity to review pertinent transaction documents and interview pertinent personnel of Rite Aid and the Divestiture Buyer. All

divestitures of Later Divested Assets must include assurances by the acquirer that it will maintain each Identified Asset as a viable enterprise engaged in the Retail Drug Store business for a minimum of seven (7) years.

28. Any action or inaction by Rite Aid that is pursuant to the FTC Order or the order of any court shall not violate this Assurance of Discontinuance. To comply with this Assurance, Rite Aid shall not be obliged to take or refrain from taking any action that is required by the FTC Order or the order of any court.
29. Rite Aid shall use all reasonable commercial efforts to remove any legal impediment to divestiture. Rite Aid shall provide any consents necessary to divest the Identified Assets and Later Divested Assets, and shall refrain from itself invoking any provisions in its contracts with third parties where doing so would impair its obligation to divest.
30. Rite Aid shall not take any action that will impede in any way the operation of the Identified Assets or Later Divested Assets as Retail Drug Stores pending divestiture, including the exercise of any restrictive covenants and provisions.
31. Rite Aid shall not divest a Later Divested Asset to a Competing Retail Drug Store if the Competing Retail Drug Store already has an existing Retail Drug Store location within ten (10) miles of that Later Divested Asset, except that the Attorney General of the State in which the Later Divested Asset is located, in his/her discretion, may waive this requirement.
32. If Rite Aid is unable to divest any Later Divested Asset to a Divestiture Buyer within one-hundred fifty (150) days of closing, Rite Aid, at its own expense, and subject to the approval of the Attorneys General, shall retain an independent expert to provide an

opinion of the “Commercially Reasonable Value” of each Later Divested Asset, which shall be determined within thirty (30) days of retention of the expert. Such expert shall not have done significant work for Rite Aid within the past three (3) years and shall not do significant work for Rite Aid, without the Attorneys’ General consent, within two (2) years from the date that this engagement is completed. Although not necessarily the only relevant factors, such valuation should include consideration of each property’s intrinsic worth, book value, and actual market value to determine a Commercially Reasonable Value. The Commercially Reasonable Value of each Later Divested Asset shall be based solely on consideration of the value of the Later Divested Asset as if it were to be offered for sale for use as a Retail Drug Store. Any offer from a Competing Retail Drug Store above the Commercially Reasonable Value that is otherwise consistent with this Assurance shall be deemed a “Qualified Offer.”

33. Rite Aid shall negotiate in good faith and be obligated to accept as to each Later Divested Asset a Qualified Offer from a Competing Retail Drug Store regardless of whether a higher value offer has been or could be received from someone other than a Competing Retail Drug Store. In the event that more than one Qualified Offer from a Competing Retail Drug Store is received, Rite Aid retains the right to choose a purchaser from among the Qualified Offers from Competing Retail Drug Stores.
34. Recognizing that the transactions provided for herein may involve some complexity, the expert shall also provide an opinion as to the value of each actual offer for a Later Divested Asset received by Rite Aid should Rite Aid and an Attorney General disagree upon what such value is.



35. During the expert review and valuation process, Rite Aid shall provide to the Attorneys General full and complete access to the expert and personnel, books, records and facilities and any documents concerning the valuation of the Later Divested Assets. Rite Aid may provide any materials for consideration by the expert and the Attorneys General. The expert's valuations shall be provided simultaneously to Rite Aid and the Attorneys General.
36. If no Qualified Offer is received for a specific Later Divested Asset following the expert review and valuation process, Rite Aid shall promptly notify any Competing Retail Drug Store that has made an offer that is below the level needed to be a Qualified Offer of that fact and give it the opportunity to submit a higher offer within seven (7) business days. If no Qualified Offer is received for a specific Later Divested Asset, Rite Aid shall no longer be bound by the terms of the Assurance of Discontinuance with respect to that Later Divested Asset.

## **II. Obligations During Divestiture**

37. During the divestiture process, Rite Aid shall: (1) take such actions as are reasonably necessary to maintain the viability, marketability, and competitiveness of the Identified Assets and the Later Divested Assets, pending the divestiture of the Identified Assets and the Later Divested Assets, and to preserve the ability of the Identified Assets and the Later Divested Assets to compete at least at their current level of quality and capacity; (2) not permit the destruction, removal, wasting, deterioration, or impairment of any of these assets, except for ordinary wear and tear that does not affect their viability, marketability, or competitiveness, and (3) transfer each Asset in a manner that preserves each Asset's

marketability, viability, and competitiveness. The requirements of this provision include the obligation with respect to the Identified Assets and the Later Divested Assets to:

- a. make all payments required to be paid under any contract or lease or under any governmental law, ordinance or regulations;
- b. maintain each business' books and records;
- c. maintain all operations at least at their current levels and not reduce hours or personnel;
- d. not display any signs or conduct any advertising that indicates that any business that is being divested is moving its operations to another location or that the business will close, nor display any signs or conduct any advertising that refers to any other existing Rite Aid store that was not displayed or conducted prior to June 1, 2007;
- e. not diminish or modify in any material respect the existing advertising expenditures, programs and policies for any business, other than changes in the ordinary course of business consistent with past practice for the businesses; and
- f. not transfer any on-site employees or inventory of the Identified Assets or Later Divested Assets to another Rite Aid operation, other than in the ordinary course of business consistent with past practice for the businesses.

The obligations of subsections (e) and (f) shall cease upon the determination and notification by Rite Aid to an offeror of an accepted offer of an Identified Asset.

38. In divesting the Later Divested Assets, Rite Aid shall offer the Later Divested Assets both as a package and separately. In accomplishing the divestitures of the Later Divested Assets, Rite Aid promptly shall make known, by usual and customary means, the availability of the Later Divested Assets, and shall make special and prompt efforts to contact and engage in full pertinent discussions with all Competing Retail Drug Stores. Rite Aid shall begin this process upon closing of the Acquisition. When Rite Aid undertakes this process, with respect to each of the Later Divested Assets, Rite Aid shall offer to sell, at the Divestiture Buyer's option, all associated:
- a. Leases and properties;
  - b. Zoning approvals and registrations;
  - c. Books, records, reports, dockets, and lists relating to the Retail Drug Store business;
  - d. Retail Drug Store inventory and storage capacity;
  - e. All records of stock keeping units ("SKUs"), e.g., all forms, package sizes, and other units in which prescription drugs are sold and which are used in records of sales;
  - f. Lists of all customers (including third party insurers) and all files of names, addresses, and telephone numbers of the individual customer contacts, and the unit and dollar amount of each sale, by product, to each customer;
  - g. All pharmacy files, documents, instructions, papers, books, computer files and records, and all other records in any media relating to the Retail Drug

Store business;

- h. All rights, titles, and interests in and to the contracts entered into in the ordinary course of business with customers, suppliers, sales representatives, distributors, agents, personal property lessors, personal property lessees, licensors, licensees, consignors, and consignees, and all names of prescription drug manufacturers and distributors under contract with Rite Aid or Jean Coutu USA;
- i. All machinery, fixtures, equipment, vehicles, transportation facilities, furniture, tools, and other tangible property; and
- j. Goodwill, tangible and intangible, utilized in Retail Drug Stores.

Rite Aid shall inform any person making an inquiry regarding a possible purchase that the sale is being made pursuant to this Assurance of Discontinuance. Rite Aid shall also offer to furnish to all prospective buyers, subject to customary confidentiality assurances, all information regarding the Later Divested Assets customarily provided in a due diligence process except such information as is subject to attorney-client privilege or attorney work-product privilege. However, such customary confidentiality assurances shall not prohibit any communication between potential purchasers and the States relating to the divestitures of the Later Divested Assets. Rite Aid shall make available such information to the Attorneys General of the pertinent States.

- 39. Rite Aid, to the extent customary, shall permit prospective purchasers of the Later Divested Assets to make such inspection of such assets; access to any and all zoning and other permit documents and information; access to any and all environmental documents

and information as required by law; and, access to any and all financial, operational, or other documents and information, to the extent they related directly to the Later Divested Assets that the prospective purchaser has indicated an interest in purchasing.

40. Rite Aid may negotiate to sell the Later Divested Assets on an “as is / where is” basis. Rite Aid shall make the usual and customary warranties to any and all purchasers of the Later Divested Assets in a contract of purchase and sale of such assets. Rite Aid will not undertake, directly or indirectly, following the divestiture of each asset, any challenges to the environmental, zoning, or other permits pertaining to the operation of the Later Divested Assets.
41. Rite Aid shall collect all offers submitted for the Later Divested Assets no later than ninety (90) days after closing of the Acquisition. Rite Aid shall inform the winning offerors of their status no later than one-hundred ten (110) days after closing of the Acquisition (the “Notification Date”). No later than fourteen (14) days prior to the Notification Date, to the extent it has not done so already, Rite Aid will provide all of the offers and proposed transactional documents to the Attorneys General and will inform them of the prospective winners. Rite Aid may accept offers from Divestiture Buyers at any time prior to the Notification Date with the express written consent of the Attorney General of the State in which the Later Divested Asset is located. The sales of the Later Divested Assets shall be closed within one-hundred fifty (150) days of closing of the Acquisition.
42. In the event that a sale of an Later Divested Assets to a Divestiture Buyer fails to close within one-hundred fifty (150) days of closing of the Acquisition, Rite Aid shall be

obligated to offer that Later Divested Asset for sale to any other Divestiture Buyer that submitted an offer and provide ten (10) business days for that Divestiture Buyer to renew or withdraw its offer. If the offer is not renewed or is withdrawn, Rite Aid shall commence the expert review and valuation process established in Paragraphs 32 through 36 herein.

### **III. Notice Obligations**

43. As of the date of execution of this Assurance of Discontinuance, and for a period of five (5) years thereafter, Rite Aid shall not, directly or indirectly, close on the acquisition of any ownership or leasehold interest in any facility that has operated as a Retail Drug Store within six (6) months prior to the date of such proposed acquisition and is located in an Identified State within the county in which an Identified Asset or Later Divested Asset is located without providing contemporaneous written notification to the Attorney General of State in which the Retail Drug Store is located and, where applicable, to the Attorney General of any other State that is within a radius of ten (10) miles from where an Identified Asset or Later Divested Asset is located.
44. As of the date of execution of this Assurance of Discontinuance, and for a period of five (5) years thereafter, Rite Aid shall not acquire any stock, share capital, equity, or other interest in any entity that owns any interest in or operates any Retail Drug Store or owned any interest in or operated any Retail Drug Store within six (6) months prior to the date of such proposed acquisition and is located in an Identified State within the county in which an Identified Asset or Later Divested Asset is located without providing contemporaneous written notification to the Attorney General of the State in which the Retail Drug Store is

located and, where applicable, to the Attorney General of any other State that is within a radius of ten (10) miles from where an Identified Asset or Later Divested Asset is located.

45. Following notification pursuant to the procedure outlined in the immediately preceding paragraph, each notified Attorney General may issue a written request for additional information or documentary material. Rite Aid shall not consummate the transaction until thirty (30) days after substantially complying with such request unless each notified Attorney General provides express written consent to the transaction.

### **GENERAL PROVISIONS**

46. Within thirty (30) days after the date Rite Aid signs this Assurance of Discontinuance and every thirty (30) days thereafter until Rite Aid has fully complied with the provisions of Paragraphs 27 through 42 herein, Rite Aid shall submit to the Attorneys General verified written reports setting forth in detail the manner and form in which it intends to comply, is complying, and has complied with this Assurance of Discontinuance. Rite Aid shall include in its compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with the Assurance of Discontinuance, including the identity of all parties contacted.
47. During the pendency of this Assurance of Discontinuance, for the purpose of securing or determining compliance with it, and subject to any legally recognized privilege, Rite Aid shall permit any duly authorized representative of the Attorneys General:
  - a. Access, following reasonable notice, during office hours and in the presence of counsel to inspect and copy all books, ledgers, accounts, correspondence, memoranda, calendars, and other records and documents

in the possession, custody or control of Rite Aid relating to any part of this Assurance of Discontinuance; and

- b. Upon reasonable notice, and without restraint or interference from Rite Aid, to interview, under oath and on a transcribed record, any officer, employee or other agent of Rite Aid, who may have counsel present for that individual.

- 48. Rite Aid shall notify each State when it believes that it has satisfied the obligations Paragraphs 27 through 42 of the Assurance of Discontinuance relating to the Later Divested Assets as to that State. No later than twenty-one (21) days after receiving such notice from Rite Aid, the Attorney General shall either certify Rite Aid's compliance with any such divestiture obligations of the Assurance of Discontinuance as to that State or advise Rite Aid that it declines to do so. The Attorneys General will not unreasonably withhold certification and, where they decline to certify, shall state the basis for that decision.
- 49. The confidentiality agreement(s) previously entered into between Rite Aid and the Attorneys General shall govern any information obtained by the Attorneys General under this Assurance of Discontinuance.
- 50. Rite Aid shall provide information in response to any other written reasonable requests from the Attorneys General concerning any part of this Assurance of Discontinuance.
- 51. This Assurance of Discontinuance shall not be construed or interpreted to signify express or implied approval by the Attorneys General, or any of their agencies, departments or



divisions, of any acts, practices, policies or agreements carried out or entered into by Rite Aid or Jean Coutu.

52. This Assurance of Discontinuance shall not be construed as binding on any person not a signatory, or as resolving any issue of law not specifically addressed in this Assurance of Discontinuance.
53. This Assurance of Discontinuance shall not be construed or interpreted as limiting any Attorney General's right to conduct investigations under the law of his or her State or to bring any action that he or she is authorized to bring in the absence of this Assurance of Discontinuance.
54. The Attorneys General shall not institute any proceeding or take any action based on any practice addressed by this Assurance of Discontinuance that Rite Aid engaged in prior to the date of this Assurance unless such action is a violation of this Assurance of Discontinuance.
55. For each State, this Assurance of Discontinuance shall be governed by and construed in accordance with the laws of the individual State applicable to an agreement negotiated, executed, entered into, and performed solely within that State.
56. Rite Aid represents and warrants that it has fully read and understands this Assurance of Discontinuance, that it understands the legal consequences of signing this Assurance of Discontinuance, and that there are no other representations or agreements not stated in writing in this Assurance of Discontinuance.
57. This Assurance of Discontinuance may be signed in counterparts, each of which shall be deemed an original.

58. Any amendments to this Assurance of Discontinuance shall be in writing and signed by all parties.
59. The parties represent that an authorized representative of each has signed the Assurance of Discontinuance with full knowledge, understanding and acceptance of its terms and that this person has done so with authority to legally bind the respective party.
60. All of the obligations of this Assurance of Discontinuance that are binding on any party or parties shall be binding upon their successors and assigns.
61. Any notice or other writing required or permitted to be given under this Assurance of Discontinuance shall be sufficient if made as follows:

To the Attorneys General:

Schonette Walker  
Assistant Attorney General  
Office of the Attorney General  
200 St. Paul Place, 19th Floor  
Baltimore, MD 21202  
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Assistant Attorney General  
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Division of Law  
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Robert Hubbard  
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Antitrust Bureau  
Office of the Attorney General

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James A. Donahue, III  
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Julie Brill  
Assistant Attorney General & Director, Antitrust  
State of Vermont  
Office of the Attorney General  
109 State Street  
Montpelier, VT 05609-1001  
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Fax: (802) 828-5341

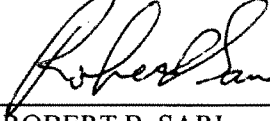
Jennifer L. Gobble  
Assistant Attorney General  
Antitrust and Consumer Litigation Section  
Office of the Attorney General of Virginia  
900 East Main Street  
Richmond, VA 23219  
Ph: (804) 786-7364  
Fax: (804) 786-0122

To Rite Aid:

Phillip A. Proger  
Jones Day  
51 Louisiana Avenue, N.W.  
Washington, D.C. 20001-2113  
Ph: (202) 879-4668  
Fax: (202) 626-1700

WHEREFORE, the following signatures are affixed hereto this 1<sup>st</sup> day of June, 2007.

RITE AID CORPORATION

By:   
\_\_\_\_\_  
ROBERT B. SARI  
Executive Vice President and General Counsel

JONES DAY, ATTORNEYS FOR  
RITE AID CORPORATION

By: \_\_\_\_\_  
PHILLIP A. PROGER, Esq.  
ROBERT C. JONES, Esq.

STATE OF MARYLAND  
DOUGLAS F. GANSLER  
Attorney General

By: \_\_\_\_\_  
SCHONETTE WALKER  
Assistant Attorney General

STATE OF NEW JERSEY  
STUART RABNER  
Attorney General

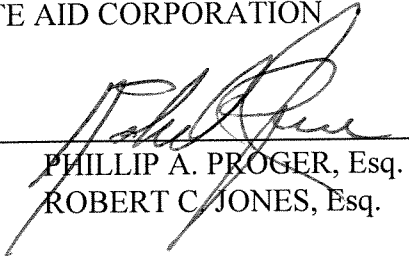
By: \_\_\_\_\_  
JAMES SAVAGE  
Assistant Attorney General  
  
Joshua Rabinowitz  
Assistant Attorney General

WHEREFORE, the following signatures are affixed hereto this 1<sup>st</sup> day of June, 2007.

RITE AID CORPORATION

By: \_\_\_\_\_  
ROBERT B. SARI  
Executive Vice President and General Counsel

JONES DAY, ATTORNEYS FOR  
RITE AID CORPORATION

By:  6/1/07  
PHILLIP A. PROGER, Esq.  
ROBERT C. JONES, Esq.

STATE OF MARYLAND  
DOUGLAS F. GANSLER  
Attorney General

By: \_\_\_\_\_  
SCHONETTE WALKER  
Assistant Attorney General

STATE OF NEW JERSEY  
STUART RABNER  
Attorney General

By: \_\_\_\_\_  
JAMES SAVAGE  
Assistant Attorney General

Joshua Rabinowitz  
Assistant Attorney General

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By: \_\_\_\_\_  
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ROBERT C. JONES, Esq.

STATE OF MARYLAND  
DOUGLAS F. GANSLER  
Attorney General

By:  \_\_\_\_\_  
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Assistant Attorney General

STATE OF NEW JERSEY  
STUART RABNER  
Attorney General

By: \_\_\_\_\_  
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Assistant Attorney General  
  
Joshua Rabinowitz  
Assistant Attorney General

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By: \_\_\_\_\_  
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Executive Vice President and General Counsel

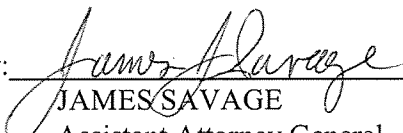
JONES DAY, ATTORNEYS FOR  
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By: \_\_\_\_\_  
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ROBERT C. JONES, Esq.

STATE OF MARYLAND  
DOUGLAS F. GANSLER  
Attorney General


By: \_\_\_\_\_  
SCHONETTE WALKER  
Assistant Attorney General

STATE OF NEW JERSEY  
STUART RABNER  
Attorney General

By:   
JAMES SAVAGE  
Assistant Attorney General

Joshua Rabinowitz  
Assistant Attorney General

STATE OF NEW YORK  
ANDREW M. CUOMO  
Attorney General

By: 

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Director of Litigation  
Antitrust Bureau

Amy McFarlane  
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THOMAS W. CORBETT, JR.  
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By: \_\_\_\_\_

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WILLIAM H. SORRELL  
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JULIE BRILL  
Assistant Attorney General

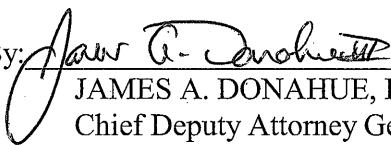


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**COMMONWEALTH OF VIRGINIA**  
**ROBERT F. MCDONNELL**  
**Attorney General**

By: *Sarah Oxenham Allen*  
SARAH OXENHAM ALLEN  
Assistant Attorney General

Jennifer Gobble  
Assistant Attorney General

**Schedule A**

Eckerd Store #6296  
Denton, MD

**Schedule B**

Eckerd Store #0797  
Penns Grove, NJ

**Schedule C**

Rite Aid #1211  
Yorkshire, NY

Rite Aid Store #3342  
Boonville, NY

Rite Aid Store #1861  
Grand Island, NY

Eckerd Store #5825  
Lake Placid, NY

Eckerd Store #5961  
LeRoy, NY

Rite Aid Store #2678  
Mechanicville, NY

Rite Aid Store #0577  
Owego, NY

**Schedule D**

Eckerd Store #6008  
Brownsville, PA

Eckerd Store #8706  
Mercer, PA

Eckerd Store #5850  
Moscow, PA

Eckerd Store #6240  
Mountain Top, PA

Rite Aid Store #0799  
Zelienople, PA

**Schedule E**

Rite Aid Store #2570  
Bellows Falls, VT/Walpole, NH

Rite Aid Store #4119  
Lyndonville, VT

Rite Aid Store #4973  
St. Johnsbury, VT



**Schedule F**

Rite Aid Store #3641  
Franklin, VA

**Schedule G**

Rite Aid Store #0805 or Eckerd Store #5806  
Wellsville, NY

Rite Aid Store #4159 or Brooks Store #0807  
Newport / Derby, VT

Rite Aid Store #4951 or Eckerd Store #8292R  
Smithfield, VA