

SUMMARY PLAN DESCRIPTION

The Rite Aid Pension Plan For Employees of Rite Aid Corporation

[GNG]

Dated: March 1, 2014

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INTRODUCTION

The Rite Aid Pension Plan (formerly known as the Rite Aid Corporation Pension Plan) was established to help provide you with retirement income and additional financial security. The benefits under the Plan are designed to supplement your Social Security benefits as well as your personal savings. Also, through the Plan, we are able to express our appreciation for your service and the many years of good work and continued loyalty we hope that you will enjoy with us.

Effective December 31, 2001, the Plan was frozen for eligibility and benefit accrual for certain employees. This means that no employee may first become a participant and no participant will accrue additional benefits after December 31, 2001, unless they are part of a "grandfathered employee group." (See "ELIGIBILITY TO PARTICIPATE" below for a description of the grandfathered employee group.)

Effective June 21, 2005, Rite Aid Health Solutions, L.L.C. adopted the Plan.

This Summary Plan Description is intended to acquaint you with your rights, obligations and benefits under the Plan. Actual operation of the Plan will be based on the Plan document. In the event of any discrepancy between the Plan document and this Summary Plan Description, the Plan document will govern.

Certain benefits under the Plan are insured by the Pension Benefit Guaranty Corporation. Please see the explanation under Additional Information.

ELIGIBILITY TO PARTICIPATE

The Plan has been frozen for eligibility effective December 31, 2001. This means that no employee may first become a participant after December 31, 2001 unless they are part of the grandfathered employee group.

“Grandfathered employees” are each employee (1) whose participation or eligibility under the Plan is a result of a collective bargaining agreement, or (2) who has attained age 40 and been credited with five Years of Service for vesting purposes under the Plan as of December 31, 2001.

The following description of eligibility for participation in the Plan does not apply to any non-grandfathered employee after December 31, 2001:

Employees eligible for the Plan benefit described in this summary are non-administrative employees of Rite Aid Corporation and, effective June 21, 2005, former non-administrative employees of Rite Aid Corporation who were transferred to Rite Aid Health Solutions, L.L.C. and who are non-administrative employees of Rite Aid Health Solutions, L.L.C.

If you are an eligible employee, you may become a member or participant in the Plan on the first March 1 or September 1 on or after you meet the following requirements:

- You complete one year of eligibility service; and
- You attain age 21.

Year of eligibility service is explained under the SERVICE RULES below.

You may become eligible for Plan membership only if you are not covered under another retirement Plan to which the employer contributes.

As an exception to the above, generally leased employees (as defined under IRS rules) are not eligible under the Plan. Also, any individual considered to be an independent contractor by Rite Aid is not eligible for the Plan.

If you become eligible for the Plan, but terminate service before becoming vested in your benefit, upon returning to employment as an eligible employee you must again satisfy the year of eligibility service requirements if you have incurred a 5 year break in service. A "5 year break in service" is described below in Termination of Employment Benefits. If you terminate after you are vested, you will participate immediately upon returning to eligible employment.

Your participation will terminate once you are no longer a member of the eligible class of employees. If you return to the eligible class of employees, you may recommence participation in accordance with the rules for terminated and reemployed participants explained above.

NORMAL RETIREMENT BENEFIT

Normal Retirement Date

You will be eligible to receive your normal retirement pension after you satisfy the following conditions:

- You attain age 65; and
- You complete five years of vesting service, or the fifth anniversary of participation if earlier. Your participation anniversary date is the first day of the Plan Year you began participation in the Plan. Year of vesting service is explained under the SERVICE RULES below.

You are 100% vested in your retirement benefit once you reach your normal retirement age.

Normal Retirement Pension Formula

The Plan has been frozen for benefit accrual effective December 31, 2001. This means that the accrued benefit of non-grandfathered participants will be determined as of December 31, 2001 without adjustment for any benefit service or other changes occurring after December 31, 2001. See ELIGIBILITY TO PARTICIPATE above for a description of the grandfathered employee group.

Except for the limit on accruals described above for non-grandfathered participants, if you retire as of your normal retirement date and had at least one hour of service on or after March 1, 1996, your monthly pension will be determined according to the following benefit table:

<u>Years of Benefit Service</u>	<u>Monthly Pension Benefit Per Year of Benefit Service</u>
All Years	\$15.00

Year of benefit service and hour of service are explained under the SERVICE RULES below.

Accrued Pension

Your accrued pension on any date other than your normal retirement date is your benefit determined according to the normal retirement pension formula, but based upon your benefit service to that date.

Payment Options

When you retire, you may elect to receive your pension benefit in one of the optional forms of payment described below, provided your vested pension is valued in excess of \$5,000, subject to certain limitations required by law.

However, if you are married at the time you retire, you will need your spouse's written consent on the form provided by the Plan Administrator to elect a form of payment other than the joint and 50% survivor pension with your spouse as beneficiary. If you are not married at the time payments are to begin, you will receive your pension in the form of a lifetime pension, unless you elect another form.

The optional forms of payment are:

- **Normal Form of Payment** – A monthly pension paid as long as you live, with payments ceasing on your death.

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- **Joint and Survivor Pension** – A monthly pension paid as long as you live. Upon your death, if your named survivor is still living, payments will continue during your survivor's lifetime. Pension payments to your survivor can be 100%, 75%, or 50% of the monthly pension paid to you. Under this option, the monthly amount paid to you will be actuarially reduced from the Normal Form of Payment amount to take into account the value of the payments to your survivor.
 - **Lifetime Pension with Guaranteed Period** – A monthly pension paid as long as you live. Upon your death, payments will continue to your named beneficiary for the rest of the guaranteed period if you die before the specified number of monthly payments (0, 60, 120, or 180) has been made. If you live beyond the guaranteed period, payments will continue as long as you live. Under this option, the monthly amount paid to you may be actuarially reduced from the Normal Form of Payment amount to take into account the value of the guaranteed payments.

Special Rules for Distributions of \$5,000 and less:

If you terminate your employment and the value of your account is more than \$1,000 but less than or equal to \$5,000 you will be given the option of having your vested account paid in cash directly to you or rolled over to an IRA or retirement plan of your choice. If you do not affirmatively elect a distribution or direct a rollover within the time given for making your election, the balance of your account will be distributed from the Plan and automatically rolled over to an individual retirement account (IRA) with Millennium Trust Company as soon as practicable. Once your Plan account has been automatically rolled over to Millennium Trust Company, you will no longer have a Plan account.

Your rolled over Plan account will be invested in an FDIC Insured Bank Account. You will be responsible for paying all fees and expenses associated with your automatic rollover IRA. The fees and expenses will be comparable to the fees and expenses charged by Millennium Trust Company for other IRAs it offers.

You'll receive information from Millennium Trust Company with details on how to access your account and possible new account fees. You will also receive further information about the account your balance will be invested in. Contact Millennium Trust Company at 1-877-682-4727 or on their website at www.mtrustcompany.com for more information.

If you terminate employment and the value of your account is \$1,000 or less and you do not affirmatively elect a distribution or direct a rollover within the time given for making your election, you will receive a lump-sum cash distribution as soon as practicable after you terminate employment.

You may request that the taxable portion of a lump sum payment of \$5,000 or less, or installment payments distributed over less than 10 years, be rolled over directly to an individual retirement account (IRA), including to a Roth IRA. If you participate in another qualified retirement plan that accepts rollover contributions, you may instead elect to have this distribution transferred to that plan. In general, if you rollover your distribution federal income taxation on the portion rolled over is postponed until distributions are made to you from the IRA or other plan. However, if you rollover to a Roth IRA, the amount of the distribution rolled over is taxable.

You will be provided with additional information on rollover elections and federal income tax rules at the time you are eligible for a distribution from the Plan. You

should consult your own tax advisor concerning the tax consequences of your participating in the Plan since federal income tax laws may change after the date of this document. Further, individual tax advice is recommended since individual financial situations are different and state and local taxation may vary.

Election Procedures

You must complete and return the forms provided by the Plan Administrator before your pension payments may begin. Pension payments will begin no later than 60 days after the end of the plan year in which you retire unless you elect otherwise. After payments have begun, you cannot choose another form of payment.

Your choice of payment option must be made during the 45-day period before payments begin.

As an exception to the above, to comply with legal requirements your pension will begin even if you do not consent, after you terminate employment with Rite Aid Corporation and reach age 70-1/2.

OTHER RETIREMENT BENEFITS

Late Retirement

If you continue working after your normal retirement date, you may commence your pension at any time before you actually retire from active employment or you may wait until your actual retirement.

Your late retirement pension will be the greater of:

- Your retirement benefit determined as of the end of the preceding plan year, actuarially increased; or
- Your normal retirement benefit determined under the pension formula using all years of benefit service.

The value of any distributions of benefits you receive while still employed by Rite Aid will be offset against any future benefit accrual.

The payment options available at late retirement are the same as those available at normal retirement.

Early Retirement

After you reach age 55 and complete five years of vesting service, you may retire and begin receiving a monthly pension. However, your early retirement pension will be reduced to reflect payments to you over a longer period due to the early commencement of benefits. If you leave after satisfying the 5-year service requirement but before reaching age 55, you will be entitled to elect an early retirement benefit upon reaching age 55.

The payment options available at early retirement are the same as those available at normal retirement.

Year of vesting service is explained under the SERVICE RULES below.

Disability Retirement

If an actively employed participant becomes disabled (as defined by the Plan) prior to his normal retirement age he may retire under the Plan before his normal or early retirement age and receive disability retirement benefits from the Plan. However, a disability retirement pension will be actuarially reduced from a participant's accrued normal retirement benefit for early commencement of benefits in order to reflect payments over a longer period. A disabled participant's right to his accrued benefit as of his date of disability will be 100% vested.

In order to be considered disabled under the Plan, a participant must be both determined to be disabled by the Social Security Administration for purposes of Social Security disability benefits and terminate employment with the employer due to the disability. A participant will be considered to be disabled under the Plan as of the later of (a) the date of disability as determined by the Social Security Administration, or (b) the participant's termination of employment with the employer. A participant will be considered to have terminated his employment if he is receiving worker's compensation benefits in accordance with applicable state law for a continuous period of six months.

The payment options available at disability retirement are the same as those available at normal retirement.

DEATH BENEFIT

If you die after you have become vested under the Plan but **before** you begin to receive a retirement pension benefit, your spouse will receive a survivor benefit if you have been married at least one year. Payment will begin on the date on which you first would have been eligible for retirement, unless your spouse elects a later date. The amount of your surviving spouse's benefit is equal to the 50% survivor benefit payable under the joint and 50% survivor annuity pension option, based upon your accrued pension at the date of death and reduced for early commencement of benefits, if applicable.

Generally, by law, your surviving spouse must commence these death benefit payments by no later than the date you would have reached age 70-1/2.

If the value of this death benefit is \$5,000 or less, it will be paid automatically in a single lump sum to your surviving spouse. If the value of this death benefit is greater than \$5,000 but not more than \$7,500, your spouse may elect to receive it in a single lump-sum. Otherwise, this death benefit is paid to your surviving spouse as an annuity. Your surviving spouse cannot waive receipt of this benefit.

If you are not married or have not been married for a full year at the time of your death, no benefit will be paid by the Plan. In addition, if you are not vested when you die, no death benefit will be paid by the Plan.

If you die **after** payments have begun under a pension payment option, any benefit due and the identity of your beneficiary will be determined according to the payment option you chose and the beneficiary you named at the time payments began (see the discussion of "Normal Retirement Benefit -- Payment Options" above).

TERMINATION OF EMPLOYMENT BENEFITS

Vesting in Accrued Pension

If you terminate employment with the employer other than by retirement, your accrued pension will be vested according to your vesting percentage. Your vesting percentage depends on the number of years of vesting service credited to you. The vesting schedule is:

<u>Years of Service</u>	<u>Vesting Percentage</u>
0-4 Years	0%
5 or More Years	100%

Year of vesting service is explained under the SERVICE RULES below.

Time of Payment

You may elect payment of your vested accrued pension at your normal retirement date. Instead of starting your pension at normal retirement, you may elect payment after your early retirement date, with your benefit reduced to reflect the early commencement of benefits. No pension payment is available under the Plan prior to early retirement or death. The payment options available for vested accrued pension will be the same as those available at normal retirement.

As an exception, if the lump sum value of your vested accrued pension benefit is not more than \$1,000 at the time you terminate your employment, the lump sum amount will be automatically paid to you as soon as administratively possible. If you terminate employment with the employer and the value of your vested Plan benefit is more than \$1,000 but less than or equal to \$5,000 you will be given the option of having your vested benefit paid in cash directly to you or rolled over to an IRA or retirement plan of your choice. If you do not affirmatively elect a distribution or direct a rollover within the time given for making your election, your vested Plan benefit will be distributed from the Plan and automatically rolled over to an individual retirement account (IRA) with Millennium as soon as practicable. For more information, see the discussion of "Normal Retirement Benefit -- Payment Options", under "Special Rules for Distributions of \$5,000 and less" above.

Forfeiture

If you are not vested in your accrued benefit, your non-vested accrued benefit will be forfeited when your employment terminates if you do not return to employment with the employer before incurring a 5 year break in service.

A "5 year break in service" is a period of five-consecutive calendar years of service in which you are credited with 500 or fewer hours of service.

"Hour of service" is explained under the SERVICE RULES below.

Forfeited amounts are used to reduce the employer contribution otherwise due under the Plan.

CONTRIBUTIONS

Employer Contributions

Your employer pays the full cost of the Plan. Since the Plan is a defined benefit pension plan, the amount of the employer's contributions is determined on the basis of actuarial principles by an enrolled actuary.

Employee Contributions

This Plan does not require or permit employee contributions.

SERVICE RULES

Benefit Freeze

The Plan has been frozen for eligibility for participation effective December 31, 2001. This means that no employee may first become a participant after December 31, 2001 unless they are part of the grandfathered employee group.

Grandfathered employees are each employee (1) whose participation or eligibility under the Plan is a result of a collective bargaining agreement, or (2) who has attained age 40 and been credited with five Years of Service for vesting purposes under the Plan as of December 31, 2001.

No eligibility service will be credited to a non-grandfathered employee after December 31, 2001. The Plan has also been frozen for benefit accrual effective December 31, 2001. This means that no non-grandfathered employee will earn a year of benefit service after December 31, 2001.

Eligibility Service

Except as described above under "Benefit Freeze" for non-grandfathered participants, in order to participate in the Plan, you must earn one year of eligibility service. You earn a "year of eligibility service" when you complete at least 1,000 hours of service in the 12-month period that begins on your date of employment. The Plan measures additional eligibility service periods using the calendar year beginning with the calendar year that starts after your date of employment.

If you leave employment with the employer you may have to satisfy this year of service requirement again upon your return, if you have incurred a 5 year break in service. (See the discussion of Eligibility to Participate above for further information.)

Hours of service are described below in this section.

Vesting Service

A "year of vesting service" is credited to you for each calendar year during which you have at least 1,000 hours of service.

The following years are disregarded in determining vesting:

- years disregarded under a pre-ERISA version of the Plan; and
- if you are non-vested at the time you terminate service, years of service prior to a period of 5 or more consecutive one-year breaks in service. A one-year break in service is a calendar year in which you are credited with 500 or fewer hours of service.

Both grandfathered and non-grandfathered employees may continue to earn vesting service (including for purposes of eligibility for early retirement) after December 31, 2001.

Benefit Service

Except as described above under "Benefit Freeze" for non-grandfathered participants, "year of benefit service" means a calendar year during which you complete at least 1,000 hours of service.

The same years that are disregarded for vesting service are disregarded for determining benefit service.

You will also be credited with benefit service for a period that you are absent on active duty in the military service of the United States, to the extent required by law.

Hour of Service

In general, an "hour of service" is credited to you for every hour you are employed by the employer or an affiliate and:

- (a) You are paid for working;
- (b) You are paid for not working for periods due to vacation, holiday, illness, incapacity, layoff, jury duty, military duty or leave of absence for up to 501 hours per period of absence; and
- (c) You are awarded back pay (except to the extent it would duplicate credit under (a) or (b) above).

In addition, up to 501 hours may be credited to you while you are absent without compensation on maternity or paternity leave, but only to assist you in avoiding a break in service and not for benefit accrual purposes.

You will also be credited with one hour of service for each hour during which you are absent on active duty in the military service of the United States, to the extent required by law.

Hours of service are not credited to non-grandfathered employees after December 31, 2001, except as described above for vesting service.

ADMINISTRATION

Plan Administrator

The Plan is administered by the Plan Administrator appointed by the employer. Any questions relating to the Plan should be directed to the Plan Administrator.

Procedure for Obtaining Benefits

You should notify your employer in advance of your intention to retire or terminate employment. You also should notify the Plan Administrator of your choice of any optional form of payment you might choose. The Plan Administrator will give you a form on which you can indicate your choice. The Plan Administrator has full responsibility for determining all questions of eligibility and entitlement to benefits under the Plan.

Making a Benefit Claim

Benefit claim determinations will be made in accordance with the terms of the Plan and any administrative procedures adopted under the Plan. You, your duly authorized representative or your beneficiaries may make a request to the Plan Administrator for payment of your vested Plan benefit after your death, retirement or other termination of service.

A request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will furnish you with a written notice of this denial. This written notice must be provided to you within 90-days after the receipt of your claim by the Plan Administrator. In certain circumstances the Plan Administrator may take an additional 90-days to make its decision if the Plan Administrator notifies you prior to the expiration of the initial 90-day period that it needs this time, the reasons for this extension and the date by which the Plan Administrator expects to render its benefit determination. You may, but are not obligated to, agree to any other extension of time for a decision on your claim.

A written notice of denial of your benefit claim will contain the following information:

- the specific reason or reasons for the adverse determination;
- specific reference to those Plan provisions on which the denial is based;
- a description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of you or your beneficiary's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Appeal Procedure described below.

Asking for Review of a Denied Claim/ Claims Appeal Procedure

If you disagree with a determination of the Plan Administrator regarding your benefit, you are entitled to a review. If your claim for benefits is denied, you or your duly authorized representative may file an appeal of the adverse determination with the Plan Administrator which will review your claim and the initial adverse determination. You or your duly authorized representative must file your appeal of the denial within 60 days after you receive notification that your benefit claim is denied. You will have the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits. In addition, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. A document, record, or other information will be considered "relevant" to a claim if such document, record, or other information (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; or (iii) demonstrates compliance with administrative processes and safeguards.

In its review the Plan Administrator will take into account all comments, documents, records, and other information submitted relating to the claim,

without regard to whether such information was submitted or considered in the initial benefit determination.

If your claim is denied on appeal, the Plan Administrator must provide you with written notice of this denial within 60 days after the Plan Administrator's receipt of your written request for review of your claim. There may be special circumstances when this 60-day period may be extended by the Plan Administrator to up to 120 days after receipt by the Plan Administrator of your request for review of your claim. You will receive advance written notice of an extension of the 60-day review period prior to the expiration of the initial 60-day period which will state the reasons for this extension and the date by which the Plan Administrator expects to render its benefit determination.. You may, but are not obligated to, agree to any other extension of time for a decision on your appealed claim.

The Plan Administrator's decision on your claim on appeal will be communicated to you in writing and will contain (i) the specific reason or reasons for the adverse determination; (ii) reference to the specific Plan provisions on which the benefit determination is based; (iii) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and (iv) a statement describing your right to bring an action under section 502(a) of ERISA.

ADDITIONAL INFORMATION

Disqualification or Loss of Benefits

Under the following circumstances, it is possible that you might not receive any benefit or you might receive a reduced benefit under the Plan:

- If you fail to satisfy the conditions for receiving an employer-provided pension benefit.
- If your membership in the Plan terminates before you are 100% vested.
- If the Plan Administrator determines that you are ineligible for the claimed benefit or have not substantiated your claim.
- If the Plan terminates, in which case the PBGC may provide all or a portion of the benefit payable if the Plan is not sufficiently funded.
- If your accrued pension reaches the ceiling imposed by federal law on the amount of benefit that may accrue for a participant. Currently, the ceiling is the lesser of 100% of your average annual compensation or \$210,000.
- If the Plan Administrator cannot locate you when your pension benefit is to be distributed.
- If a court order called a "Qualified Domestic Relations Order" assigns a portion of your benefit to another person (see below under "Benefit Assignment").

Re-Employment and Your Plan Benefits

Your normal or early retirement benefit in pay status will not be suspended if you return to employment with the employer. Your benefit after return to employment will be determined using the normal retirement formula counting all years of service, including any years of service after your return, subject to any maximum in the normal retirement formula. Your benefit attributable to the period after your return will be equal to your accrued benefit calculated for all years of service, less the value of the distributions already being made to you.

Benefit Assignment/Domestic Relations Order/Court Order

In general, your vested accrued pension cannot be sold, pledged as collateral for a loan, or in any way transferred away from you by you, your employer, or your creditors. As an exception, part or all of your accrued pension can be assigned to another person under a court order for child support, alimony, or divorce property settlement. The Plan Administrator must honor a court order that complies with the Plan's requirements for a qualified domestic relations order. A distribution pursuant to a qualified domestic relations order may occur prior to the time you are eligible to receive a distribution as a participant. The Plan Administrator will determine the validity of any domestic relations order received by it pursuant to procedures adopted by the Plan Administrator. Participants and beneficiaries may obtain a copy of these procedures from the Plan Administrator without charge.

AMENDMENT OR TERMINATION

Rite Aid hopes and expects to continue the Plan indefinitely but reserves the right to amend or terminate the Plan at any time. No amendment will decrease any participant's accrued benefit.

This Plan will terminate upon the happening of any of the following events: legal adjudication of the employer as bankrupt; a general assignment by the employer to or for the benefit of its creditors; the legal dissolution of the employer; or termination of the Plan by the action of the employer; or termination of the Plan by the Pension Benefit Guaranty Corporation.

If the Plan is terminated, no further benefits will accrue. Upon termination of the Plan the accrued pension of each affected active participant will be 100% vested. Accrued pension benefits will be allocated to affected active participants subject to the sufficiency of the Plan's funding and the extent of Pension Benefit Guaranty Corporation insurance coverage. If Plan funds are insufficient to pay all accrued benefits, the funds will be allocated to participants in an order required by law which requires employee contributions to be repaid first, then pensions of participants already receiving benefits three years before termination, then pensions for participants eligible three years prior to termination, then amounts guaranteed by the Pension Benefit Guaranty Corporation, then any additional amounts. If the Plan terminates and all liabilities to participants and their beneficiaries are fully satisfied, Rite Aid is entitled to a return of any surplus funds.

Upon termination, benefits of missing participants may be transferred to the Pension Benefit Guaranty Corporation, in accordance with the provisions of ERISA and the Internal Revenue Code.

PENSION BENEFIT GUARANTY CORPORATION

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation ("PBGC"), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

STATEMENT OF EMPLOYEE RIGHTS AS REQUIRED BY THE U.S. DEPARTMENT OF LABOR

Your ERISA Rights

As a participant in The Rite Aid Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may make a reasonable charge for the copies.

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- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
 - Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

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Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

The above Statement of ERISA Rights was created by the U.S. Department of Labor and is required to be included in this Summary by law. By including the Statement of ERISA Rights, the Plan Administrator, Rite Aid, the Plan fiduciaries and their agents make no representation about the legal accuracy of its content. The Statement of ERISA Rights should in no way be construed as legal advice.

GENERAL INFORMATION

The Plan is known as The Rite Aid Pension Plan (formerly known as the Rite Aid Corporation Pension Plan). The Plan is intended to be a qualified defined benefit pension plan.

The Plan is maintained pursuant to one or more collective bargaining agreements. A copy of such relevant agreement may be obtained by participants and beneficiaries upon written request to the Plan Administrator, and is available for examination by participants and beneficiaries.

The 3-digit identification number for federal reporting purposes is 002.

The Plan originally came into being on March 31, 1965. The latest amendment and restatement of the Plan became effective as of March 1, 2009.

The Plan's records are kept on a plan year of March 1 to February 28/29.

The Plan is maintained by Rite Aid Corporation. The Plan Sponsor's legal name, address, telephone number and federal employer identification number are:

Rite Aid Corporation
P.O. Box 3165
Harrisburg, PA 17105
Telephone: (717) 761-2633
EIN: 23-1614034

The Named Fiduciary for the Plan is Rite Aid Corporation.

The Plan Administrator is Employee Benefits Administration Committee (EBAC). The name, address and business telephone number of your Plan's administrator are:

Employee Benefits Administration Committee
Rite Aid Corporation
30 Hunter Lane
Camp Hill, PA 17011
Telephone Number: (717) 761-2633

As Plan's administrator, EBAC has the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Plan's administrator is conclusive and binding upon all persons. The Plan's administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in the manner and to the extent it deems necessary or advisable to carry out the purpose of the Plan.

The Plan funds are held and invested on behalf of you and the other Plan participants under the terms of a trust through which Plan benefits are provided. The Trustee is:

The Bank of New York Mellon
500 Grant Street
Room 151-1362
Pittsburgh, PA 15258

The name and address of your Plan's agent for service of legal process is:

General Counsel
Rite Aid Corporation
30 Hunter Lane
Camp Hill, PA 17011

Service of legal process also may be made upon the Plan Administrator and the Trustee.