

Exhibit 1

ASSET PURCHASE AGREEMENT

DATED AS OF MAY 15, 2025

BY AND AMONG

**CVS PHARMACY, INC., AS PURCHASER, AND THE DESIGNATED PURCHASERS
SET FORTH ON EXHIBIT B**

AND

NEW RITE AID, LLC

AND ITS SUBSIDIARIES NAMED HEREIN, AS SELLERS

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”), dated as of May 15, 2025, is made by and among CVS Pharmacy, Inc., a Rhode Island corporation (subject to Section 11.3(b), “Purchaser”), the Designated Purchasers set forth on Exhibit B, and New Rite Aid, LLC, a Delaware limited liability company (the “Principal Seller”) and the Subsidiaries of the Principal Seller that are indicated on the signature pages attached hereto (together with the Principal Seller, each a “Seller” and, collectively, “Sellers”). Purchaser and Sellers are referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein shall have the meanings set forth herein, including Article XI.

WHEREAS, on August 30, 2024, the Sellers emerged from voluntary cases (the “Prior Cases”) under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (“Bankruptcy Court”), and in connection therewith entered into an internal reorganization pursuant to which, inter-alia, the Principal Seller was formed;

WHEREAS, on May 5, 2025 (the “Petition Date”), Sellers, together with certain of Sellers’ Subsidiaries and Affiliates, filed voluntary petitions for relief commencing voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the “Bankruptcy Cases”);

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign, and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105, 363 and 365 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and subject to the entry and terms of the Sale Order;

WHEREAS, the Parties acknowledge and agree that the purchase by Purchaser of the Acquired Assets and the assumption by Purchaser of the Assumed Liabilities are being made at arm’s length and in good faith and without intent to hinder, delay, or defraud creditors of Sellers or their Affiliates; and

WHEREAS, the execution and delivery of this Agreement and Sellers’ ability to consummate the Transactions are subject to, among other things, the entry of the Sale Order under, *inter alia*, sections 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants, and agreements set forth herein, intending to be legally bound hereby, the Parties hereby agree as follows.

ARTICLE I
PURCHASE AND SALE OF ACQUIRED ASSETS;
ASSUMPTION OF ASSUMED LIABILITIES

Section 1.1 **Purchase and Sale of the Acquired Assets.** Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the Sale Order at the applicable Closing, Sellers shall sell, transfer, assign, convey, and deliver to Purchaser, and Purchaser shall purchase, acquire, and accept from Sellers, all of Sellers' right, title and interest in and to, as of such Closing, the Acquired Assets, of the Stores corresponding to such Closing, free and clear of all Encumbrances other than Permitted Encumbrances. "Acquired Assets" means Sellers' right, title and interest in and to, as of the applicable Closing, the following assets of each Seller used in connection with the operation of the retail locations set forth on **Exhibit B** (the "Stores"), each of which is designated as either a Store Buy Location or a File Buy Location, but excluding in all cases, the Excluded Assets:

(a) all (i) Prescription Inventory of the Sellers located at the Stores and (ii) Front Store Inventory of the Sellers located at the Store Buy Locations as set forth and allocated among the Stores as set forth on Exhibit B, but subject to the terms and exclusions of Section 2.3(c);

(b) all prescription files, records and data utilized, maintained, or generated, as applicable, by Sellers in the course of operating its licensed pharmacy in the Stores (hereinafter, collectively, "Seller's Rx Data") from the Closing Date (as hereinafter defined) for such Store and going back no less than the greater of (i) the period of time required by federal and state Law and (ii) two (2) years (the "Required Time Period"). If Sellers have not operated in any Store for the Required Time Period prior to its respective Closing Date, the Required Time Period shall be such shorter period as Sellers have operated in the Store. Seller's Rx Data shall include all hard copy prescriptions, signature logs, customer lists, and all electronic data of the same maintained in any format by Sellers. In addition, to the extent Seller's Rx Data is maintained in electronic format, Purchaser may elect (in its discretion and its cost) to convert and transfer all or any portion of such electronic Seller's Rx Data, including for periods outside of the Required Time Period. Sellers shall work in good faith with Purchaser to transfer Seller's Rx Data to Purchaser in the most effective, efficient, and secure manner. Sellers shall use their reasonable best efforts to cooperate with and assist Purchaser in Purchaser's efforts to convert or transfer Seller's Rx Data to Purchaser, at Purchaser's cost and expense; provided, that in no such event will any such conversion delay any Closing hereunder;

(c) all Intellectual Property owned by the Sellers in connection with The Bartell Drug Company set forth on Schedule 1.1(c), including, all trademarks, service marks, trade names (DNA names) and domain names listed thereon, which shall be transferred to Purchaser exclusively (collectively, the "Acquired Bartell Intellectual Property");

(d) Leases for the Store Buy Locations governing the real property listed on Schedule 3.5(d) (the "Assigned Contracts Schedule") and such Leases listed on the Assigned Contracts Schedule, the "Assigned Contracts" and such real property, the "Acquired Leased Real Property";

(e) all land, together with all buildings and improvements located thereon, and all easements and other rights and interests appurtenant thereto, owned by the Sellers and used at the Store Buy Locations as set forth on Schedule 1.1(e) (the “Acquired Real Property”);

(f) all leasehold improvements and tangible personal property, including trade fixtures, equipment, fittings and furniture, located at or used in connection with the business at each Store Buy Location, except as set forth in Section 1.2;

(g) solely to the extent assignable or transferable under applicable Law, all of the rights, interests and benefits (if any) accruing under all Permits and governmental approvals used by Sellers and desired by Purchaser for the operation of the Store Buy Locations and all pending applications therefor any such Permits used in the Store Buy Locations in the course of ordering, possessing and selling spirits, beer and wine as well as and the rights to all data and records held by Governmental Bodies in connection therewith (collectively, the “Acquired Permits”), each as listed or described on Schedule 1.1(g);

(h) Required Register Cash;

(i) the rights to all telephone and facsimile numbers for all of the Store Buy Locations and the telephone and facsimile numbers for the pharmacies operated at the File Buy Locations, which shall be transferred to Purchaser exclusively;

(j) all rights, claims, causes of action, rights of recovery, rights of set-off, and rights of recoupment of the applicable Seller, in each case, solely related to the applicable Acquired Asset;

(k) the rights to advertise in local market print media, notifying customers and the general public of the transfer of the Acquired Assets;

(l) to the extent assignable or transferable under applicable Laws, all guaranties and warranties of third parties to the extent they relate to the Acquired Assets, and all non-compete agreements in favor of the Principal Seller to the extent they relate to the Acquired Assets;

(m) all Documents in Sellers’ possession;

(n) all other assets, properties and rights, whether tangible or intangible, exclusively used, or held exclusively for use, in connection with the operation of any applicable Store; and

(o) all goodwill with respect to the Acquired Assets.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Sellers be deemed to sell, transfer, assign, convey or deliver, and Sellers shall retain all right, title and interest to, in and under any assets other than the Acquired Assets, including the following properties, rights, interests and other assets of Sellers (all such assets that are not Acquired Assets, collectively, the “Excluded Assets”):

(a) all Cash and Cash Equivalents, and any retainers or similar amounts paid to Advisors or other professional service providers;

(b) all deposits, including maintenance deposits, and security deposits for rent, electricity, telephone or otherwise;

(c) all Contracts to which any Seller is a party other than the Assigned Contracts (the “Excluded Contracts”);

(d) (i) all furniture, trade fixtures, Equipment, and other tangible personal property located at the File Buy Locations, and (ii) any vehicles or leased Equipment used in connection with the Store Buy Locations;

(e) all Inventory that is (i) not Inventory referenced in Section 1.1(a), (ii) expired, outdated or otherwise untransferable under applicable Laws; or (iii) otherwise excluded pursuant to the terms of Section 2.3(c) (collectively, the “Excluded Inventory”);

(f) all beer, wine and spirits that Purchaser cannot purchase under applicable Laws or due to a lack of consent from the applicable Governmental Body;

(g) all tobacco and tobacco-related products;

(h) all leased real property, other than the Acquired Leased Real Property;

(i) all land, together with all buildings, structures, improvements, and fixtures located thereon, and all easements and other rights and interests appurtenant thereto owned by the Sellers other than the Acquired Real Property;

(j) all of the rights, interests and benefits accruing under all Permits and governmental approvals, other than the Acquired Permits, subject to Purchaser’s right to use the Permits, as applicable, under Power of Attorney in accordance therewith and herewith;

(k) all current and prior insurance policies of any Seller;

(l) all employee benefit plans sponsored, maintained or contributed to by any Seller and all rights, interests and assets, including any contracts, associated with, such employee benefit plans;

(m) all Intellectual Property owned and purported to be owned by any Seller, other than the Acquired Bartell Intellectual Property;

(n) all documents other than the Documents listed in Section 1.1(m);

(o) all documents prepared or received by any Seller or any of its Affiliates or on their behalf in connection with the sale of the Acquired Assets, this Agreement or the other Transaction Agreements, the Transactions or the Bankruptcy Cases, including (i) all records and reports prepared or received by Sellers or any of their respective Affiliates or Advisors in connection with the sale of the Acquired Assets and the Transactions, including all analyses

relating to the business of any Seller or its Affiliates so prepared or received, (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Sellers' businesses or assets, (iii) all privileged materials, documents and records of any Seller or any of its Affiliates, (iv) copies of the documents, materials and data related to the Acquired Assets or Assumed Liabilities for each Store prior to the respective Closing Date, (v) confidentiality agreements with prospective purchasers of the Acquired Assets or the Assumed Liabilities or any portion thereof, and (vi) any other files or records to the extent relating exclusively to any Excluded Assets, Excluded Liabilities or the Bankruptcy Cases;

(p) all Equity Interests of any Seller or any of their respective Subsidiaries, in all cases;

(q) (i) all preference or avoidance claims or actions arising under the Bankruptcy Code or applicable Law, (ii) all other rights, claims, causes of action, rights of recovery, rights of set-off, and rights of recoupment as of each Closing of any Seller or its Affiliates, in each case, solely to the extent such rights, claims, and causes of action are not related to the Acquired Assets or Assumed Liabilities and (ii) all claims that any Seller or any of its Affiliates may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(r) Sellers' claims, causes of action or other rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument, or other document executed and delivered between any Seller or its Affiliates and Purchaser in connection with the Transactions, or any other agreement between any Seller or its Affiliates and Purchaser entered into on or after the date hereof;

(s) all Tax refunds, Tax attributes and Tax assets;

(t) all demands, credits, statements, allowances, refunds, rebates (including any vendor or supplier rebates), rights (including under or with respect to express or implied guarantees, warranties, representations, covenants and indemnities), claims, counterclaims, defenses, credits, causes of action, rights of set-off, rights of recovery or rights of recoupment relating to or arising against suppliers, vendors, merchants, manufacturers and counterparties to Leases, licenses or any Contract, arising out of or relating to events occurring on or prior to each Closing Date, in all cases, solely with regard to Excluded Assets or Excluded Liabilities;

(u) all Liabilities or other amounts owing from any Sellers or any of their respective Affiliates;

(v) "Rite Aid Rewards" loyalty program Personal Information; and

(w) Privileged Materials.

Section 1.3 **Assumption of Certain Liabilities.** On the terms and subject to the conditions set forth herein and in the Sale Order effective as of each Closing, Purchaser shall irrevocably assume from each Seller (and each from and after each Closing pay, perform, discharge or otherwise satisfy in accordance with their respective terms) (or with respect to Taxes, if applicable, from such Seller's applicable Affiliate), and such Seller (or with respect to

Taxes, if applicable, such Seller's applicable Affiliate) shall irrevocably transfer, assign, convey, and deliver to Purchaser, only the following Liabilities, without duplication and only to the extent not paid prior to the applicable Closing and specifically excluding the Excluded Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities and obligations under the Assigned Contracts, excluding Cure Costs, solely to the extent such Liabilities arise after the applicable Closing Date;

(b) all Liabilities arising out of the ownership or operation of the Acquired Assets related to and arising from the period from and after the applicable Closing Date; and

(c) without duplication: (i) all Liabilities for Taxes with respect to the Acquired Assets for any taxable period (or that portion thereof) beginning after the applicable Closing Date; and (ii) all Transfer Taxes.

Section 1.4 **Excluded Liabilities.** Neither Purchaser nor its Affiliates, shareholders, officers, directors, employees or other representatives shall assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or any Action against, any Seller of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, asserted or unasserted, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on each Closing Date or arising thereafter that are directly or indirectly based on, arise from, or in any way relate to any act, omission, conduct, conditions, or circumstances taking place prior to each Closing, (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the "Excluded Liabilities"). Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following Liabilities of any Seller: Transfer Taxes, all Liabilities arising from or related to any Action (whether civil, criminal, administrative, investigative, or informal, whether legal, equitable, common law, statutory, regulatory, or administrative, and whether arising under federal, state, local, or common law) against any Sellers or their Affiliates (including, for the avoidance of doubt, any Action related to negligence, fraud, breach of fiduciary duty, violations of Law, conspiracy, misfeasance, nuisance or under any other theory relating to any act, omission, conduct, performance or non-performance of any Seller, or any of their Affiliates, or any of their respective directors, officers, employees, or agents), or related to the Acquired Assets or the Assumed Liabilities, pending or threatened or having any other status or with respect to facts, actions, omissions, conduct, circumstances or conditions existing, occurring or accruing prior to each Closing (including any breach, default, failure to perform, negligence, torts related to performance, violations of Law, conspiracy, nuisance, infringements or indemnities, guaranties and overcharges, underpayments or penalties, whether in respect of any Contract, agreement, arrangement, promise or understanding of any kind or any other act, omission, or other conduct), including any successor liability claims or that may be owed to or assessed by, any Governmental Body or other Person, and whether commenced, filed, initiated, or threatened prior to, on or following each Closing For the avoidance of doubt, the Excluded Liabilities shall include all Liabilities arising from or related to any Opioid Action against the Sellers or their Affiliates, including any liabilities arising from the Opioid Actions that have been filed against the Sellers or their Affiliates in federal and state court, any investigations of the Sellers or their Affiliates related to Opioid Products, and any corporate integrity agreements, warrants,

subpoenas, civil investigative demands, and other requests for documents or information that the Sellers or their Affiliates have received from federal, state, and local governments related to Opioid Products. In addition, the Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any amounts payable, or obligations that must be satisfied, in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption of the Assigned Contracts (collectively, “Cure Costs”); the payment of which Cure Costs shall be the sole responsibility of Seller.

Section 1.5 Assignment of Assigned Contracts; Cure Costs.

(a) Schedule 1.5(a) sets forth, with respect to each Assigned Contract, the estimated Cure Costs required to be paid as of the date hereof with respect to each Assigned Contract. In accordance with the Bidding Procedures Order, (i) Sellers shall notify non-Seller counterparties to such Assigned Contracts listed on the Assigned Contracts Schedule as of the date hereof of the deadline to object to the Cure Costs, if any, and (ii) unless otherwise agreed by the non-Seller counterparty and the Sellers, the Bankruptcy Court shall determine the Cure Costs with respect to any Assigned Contract entered into prior to the Petition Date.

(b) To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Section 1.5, Sellers agree to promptly satisfy all Cure Costs in accordance with the Bidding Procedures Order in respect of Assigned Contracts for which Bankruptcy Court approval to assign has been obtained; provided, however, that on each applicable Closing Date, Sellers shall have paid or otherwise satisfied the Cure Costs for which Bankruptcy Court approval to assign the applicable Assigned Contracts has been obtained on or prior to each such Closing Date, except as otherwise provided for by the Bidding Procedures Order. In accordance with the Bidding Procedures Order, Sellers shall assign to Purchaser the Assigned Contracts pursuant to section 365 of the Bankruptcy Code and the Sale Order, subject to the provision of adequate assurance by Purchaser in respect of the Assigned Contracts as may be required under section 365 of the Bankruptcy Code as determined by the Bankruptcy Court.

(c) To the maximum extent permitted by the Bankruptcy Code and subject to the other provisions of this Section 1.5, at each Closing, Sellers shall, pursuant to the terms of the Sale Order assume and assign to Purchaser all Assigned Contracts corresponding to such Closing that may be assigned by any such Seller to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code.

(d) Non-Assignment.

(i) Notwithstanding anything to the contrary in this Agreement, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract is rejected by any Seller or its respective Affiliates or terminated by any Seller, its respective Affiliates or any other party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption.

(ii) Notwithstanding anything to the contrary in this Agreement and except with regard to the Governmental Authorizations set forth on Schedule 8.2(i), to the extent an Acquired Asset requires a Consent or Governmental Authorization (other than, and in addition to and determined after giving effect to any Order of the Bankruptcy Court, including the Sale Order) in order to permit the sale or transfer to Purchaser of the applicable Seller's right, title and interest in and to such asset, and such Consent or Governmental Authorization has not been obtained prior to such time as such right, title and interest is to be transferred by Purchaser as an Acquired Asset hereunder, such asset shall not be an Acquired Asset hereunder and shall not be transferred to, or received by, Purchaser. If any Acquired Asset is deemed not to be assigned pursuant to this clause (ii), the Closing shall nonetheless take place subject to the terms and conditions set forth herein and, thereafter, through the earlier of such time as such Consent or Governmental Authorization is obtained and six (6) months following the Closing (or the closing of the Bankruptcy Cases or dissolution of the applicable Seller(s) if earlier), Sellers and Purchaser shall (A) use reasonable best efforts to secure such Consent or Governmental Authorization as promptly as practicable after the Closing and (B) cooperate in good faith in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser, including subcontracting, licensing, or sublicensing to Purchaser any or all of any Seller's rights and obligations with respect to any such Acquired Asset, under which (1) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any Law) the economic rights and benefits (net of the net amount of any related Tax costs imposed on Sellers or their respective Affiliates or any direct costs associated with the retention and maintenance of such Acquired Asset incurred by any Seller or its Affiliates) with respect to such Acquired Asset with respect to which the Consent or Governmental Authorization has not been obtained and (2) Purchaser shall assume and timely discharge any related burden and obligation with respect to such Acquired Asset. Upon satisfying any requisite Consent or Governmental Authorization requirement applicable to such Acquired Asset after the Closing, the applicable Seller's right, title and interest in and to such Acquired Asset shall promptly be transferred and assigned to Purchaser in accordance with the terms of this Agreement and the Sale Order. Notwithstanding anything herein to the contrary, (x) the provisions of this Section 1.5(b) shall not apply to any Consent or approval required under the HSR Act or State Transaction Notification Laws, which Consent or approval shall be governed by Section 6.5 and (y) no Seller will be obligated to pay any consideration therefor to any third party from whom Consent or Governmental Authorization is requested or to initiate any litigation to obtain any such Consent or Governmental Authorization.

(e) If a counterparty to a Contract set forth on the Assigned Contracts Schedule timely objects to the assumption or assignment thereof on any ground other than with respect to the amount of the Cure Costs payable with respect to such lease, Sellers shall request that the Bankruptcy Court hear and determine such objection on an expedited basis. If such objection has not been resolved prior to the applicable Closing (whether by an Order of the Bankruptcy Court or by agreement with the lease counterparty), Purchaser may elect to (i) treat

such contract as a non-assignable asset or (ii) temporarily treat the contract as a non-assignable asset (a “Designated Agreement”), proceed to the applicable Closing without any reduction in Purchase Price or Closing Date Payment without the sale, transfer, assignment, conveyance or delivery of such Designated Agreement, unless there is a failure of one or more of the conditions set forth in Article VIII (in which case, the applicable Closing shall proceed only if each failed condition is resolved or waived by the party entitled to the benefit thereof), with respect to all other Acquired Assets, and determine whether to treat the Designated Agreement as an Assigned Contract, as applicable, or a non-assignable asset within five (5) Business Days after resolution of such objection (whether by an Order of the Bankruptcy Court or by agreement of Purchaser and the contract or lease counterparty).

ARTICLE II CONSIDERATION; PAYMENT; CLOSING

Section 2.1 Consideration; Payment.

(a) The aggregate consideration (collectively, the “Purchase Price”) to be paid by Purchaser for the purchase of the Acquired Assets, other than for the purchase of Inventory, shall be:

(i) the assumption of Assumed Liabilities, and

(ii) cash payments, subject to adjustment as set forth herein, in the aggregate amount of [REDACTED] payable on the various Closing Dates and in the various amounts allocated on Exhibit B for each of:

(A) the Acquired Real Property in an amount equal to the Acquire Real Estate Purchase Price;

(B) the Acquired Leased Real Property in an amount equal to the Leased Real Estate Purchase Price;

(C) the IP in an amount equal to the IP Purchase Price; and

(D) Seller’s Rx Data and all other remaining assets (“Seller’s Rx Data”) in an amount equal to the purchase price for the Rx data as set forth on Exhibit B (the “Rx Data Purchase Price”).

The Acquired Real Estate Purchase Price, the Leased Real Estate Purchase Price, the Rx Data Purchase Price and the IP Purchase Price is referred to, collectively, as the “Acquired Assets Purchase Price”); provided, however, that the purchase price to be paid for the Rx data is subject to adjustment pursuant to Section 2.3(b) hereof.

The Purchase Price to be paid for the Inventory (the “Inventory Purchase Price”) shall be an amount not to exceed the aggregate value of the Inventory of the Stores as determined pursuant to Section 2.3(c) (which may be adjusted pursuant to Section 2.1(b)(ii)); provided,

however that, notwithstanding the provisions of Section 2.1(b)(ii) the total Inventory Purchase Price payable under this Agreement shall in no event exceed [REDACTED].

(b) Purchaser shall deliver, or cause to be delivered, to the Sellers (with respect to such Store Buy Location or File Buy Location, as applicable):

(i) on each Closing Date, an amount equal to the portion of the Acquired Assets Purchase Price allocated to each Store Buy Location and File Buy Location as set forth on Exhibit B (the "Acquired Assets Closing Payment");

(ii) Not later than [REDACTED] immediately following each Closing Date [REDACTED], an amount equal to the portion of the Inventory Purchase Price for such Store Buy Location, or File Buy Location, as applicable, in an amount equal [REDACTED] for such Store Buy Location, or File Buy Location, as applicable, [REDACTED]

(iii) on each Closing Date, an amount equal [REDACTED], allocated to each Store Buy Location, or File Buy Location, as applicable, subject to adjustment as set forth in Section 2.3(b).

each of (i)-(iii) above, a "[REDACTED] Date Payment")

(iv) In each case, less the Indemnity Escrow Amount (i.e., [REDACTED] of the Closing Date Payment for the Acquired Assets other than the Closing Date Payment related to Inventory) (the "Indemnity Escrow Portion") corresponding to such Store.

(c) Each Closing Date Payment, and any other payment required to be made pursuant to any other provision hereof, shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing at least two (2) Business Days prior to the date such payment is to be made by the applicable Party to (or for the benefit of) whom such payment is to be made.

(d) On each Closing Date, Purchaser shall deliver, or cause to be delivered, to the Indemnity Escrow Agent the applicable Indemnity Escrow Portion, which amount shall be deposited by the Indemnity Escrow Agent into a separate segregated, interest bearing escrow account (the "Indemnity Escrow Account") maintained by the Indemnity Escrow Agent in accordance with the Indemnity Escrow Agreement. The Indemnity Escrow Amount shall be used exclusively to satisfy any claims of the Purchaser Indemnified Parties for indemnification pursuant to Article VII made from and after the First Closing but subject to the terms set forth in Article VII and the Indemnity Escrow Agreement.

Section 2.2 **RESERVED.**

Section 2.3 Certain Store Closing Matters; Closing Inventory.

(a) Store Closings. On the evening immediately prior to each applicable Closing Date, Sellers shall close the Stores at each such Store Buy Location, and the pharmacy in the Stores of each File Buy Location applicable to such Closing Date to the general public. Such pharmacies (but not, for the avoidance of doubt, the remainder of such Stores) of such File Buy Location shall remain closed thereafter and all interior and exterior signage in reference to the pharmacy shall be removed as of the Closing Date other than pharmacy closure notices if by applicable Law, and all interior and exterior signage unrelated to the pharmacy shall be removed or covered within one hundred twenty (120) days of the Closing Date. The terms and conditions of this Section 2.3(a) shall survive each Closing.

(b) Rx Certification: [REDACTED] Rx Purchase Price Adjustment.

(i) Rx Certifications. [REDACTED]

[REDACTED]

(ii)

[REDACTED]

[REDACTED]

(iii) Rx Purchase Price Adjustment. [REDACTED]

(c) Closing Inventory. Purchaser, at its own expense, shall engage and cause a third-party provider reasonably acceptable to each Party (such party, the “Audit Provider”) to take an inventory of (i) the Prescription Inventory and Front Store Inventory at each Store Buy Location and (ii) the Prescription Inventory at each File Buy Location (this clause (ii), a “File Buy Prescription Inventory Audit”) (each of (i) or (ii), a “Closing Inventory”) on the date immediately prior to the Closing Date for the applicable Store, which Closing Inventory shall be conducted after normal business hours. Purchaser will provide a reasonable notice to Sellers in writing, in advance of conducting the Closing Inventory which notice shall include the individuals who will be involved in conducting the Closing Inventory at each Store. A representative of the Sellers shall have the right to observe the conduct of the Closing Inventory. Prior to the commencement of the Closing Inventory, each applicable Seller shall reverse and return all filled and undelivered prescriptions at each Store to stock in accordance with applicable Laws, provide all necessary notice to any third-party payors and reverse any adjudicated claims made in respect of such prescriptions. [REDACTED]

[REDACTED]. Upon completion of the Closing Inventory, Purchaser shall provide to the Sellers a copy of the results of the Closing Inventory. Sellers shall remove all Excluded Inventory from each Store Buy Location prior to or following the Closing Inventory (including, for the avoidance of doubt, the cash on hand (other than Required Register Cash) at each Store Buy Location as of the applicable Closing Date for such Store Buy Location). In the event that a File Buy Prescription Inventory Audit cannot be taken on the date which is immediately prior to the Closing Date for the applicable File Buy Location due to circumstances relating to the Audit Provider, then (w) such event shall, in no event, delay the Closing for such File Buy Location, (x) Purchaser shall cause the File Buy Prescription Inventory Audit to be completed for such File Buy Location no later than ten (10) days following the Closing in accordance with the above, (y) the Prescription Inventory for such

File Buy Location shall be transferred to Purchaser within two (2) Business Days following completion of the applicable File Buy Prescription Inventory Audit, and (z) the portion of the Closing Date Payment allocated to the Prescription Inventory for such File Buy Location (as set forth on Exhibit B) shall be paid to the Sellers no later than ten (10) Business Days following completion of the applicable File Buy Prescription Inventory Audit in accordance with the terms hereof (including, Section 2.1(c)).

Section 2.4 Front Store Inventory Certifications; Front Store Inventory Purchase Price Adjustment.

(a) Front Store Inventory Certifications. Each Seller shall certify, in writing, that each Store Buy Location has maintained [REDACTED] (the "In-Stock Threshold") during the [REDACTED] immediately prior to such certification (each, a "Front Store Inventory Certification") on a biweekly cadence from and after the date hereof through the Closing Date, with the final Front Store Inventory Certification occurring within [REDACTED] the applicable Closing Date for the applicable Store.

(b) Front Store Inventory Purchase Price Adjustment. [REDACTED]

Section 2.5 Closing. With respect to each Store Buy Location or File Buy Location, upon the satisfaction or waiver of applicable closing conditions, the closing of the purchase and sale of such Store Buy Location's and File Buy Location's Acquired Assets, the delivery of the applicable Closing Date Payment, and the assumption of the Assumed Liabilities in accordance with this Agreement (each, a "Closing") will take place by telephone conference and electronic exchange of documents (or, if the Parties agree to hold a physical closing, at the offices of Paul, Weiss, Rifkind, Wharton & Garrison LLP, located at 1285 Avenue of the Americas, New York, NY 10019-6064) at 10:00 a.m. Eastern Time on the Closing Date for each Store Buy Location or File Buy Location, with such Closing effective as of 12:00:01 a.m. local time for the applicable Store Buy Location. The Closings shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VIII (other than conditions that by their terms or nature are to be satisfied at each Closing) (the "First Closing" and the "Closing Commencement Date", respectively) at a cadence agreed to by the Parties; provided, that Purchaser shall undertake no fewer than [REDACTED] File Buy Location Closings by the end of the first [REDACTED] immediately following the Closing Commencement Date and shall use reasonable best efforts to complete all Closings within [REDACTED] following the Closing Commencement Date, in each case, subject to the terms and conditions of this Agreement. The date on which each Closing actually occurs is referred to herein as each "Closing Date."

Section 2.6 Closing Deliveries by Sellers. At or prior to each Closing, Sellers shall deliver to Purchaser:

(a) a bill of sale, assignment and assumption agreement substantially in the form of Exhibit A (the “Bill of Sale, Assignment and Assumption Agreement”) duly executed by the applicable Sellers;

(b) with respect to the Acquired Real Property, a special warranty deed conveying to Purchaser fee simple title to such Acquired Real Property, free and clear of all liens, rights of redemption, and any and all other claims, and other Encumbrances, other than the Permitted Encumbrances;

(c) with respect to the Acquired Leased Real Property, an executed Assignment and Assumption of Lease Agreement on the form attached hereto as Exhibit C (the “Lease Assignments”);

(d) an IRS Form W-9 or IRS Form W-8, as applicable, executed by each Seller or each Seller’s regarded owner for U.S. federal income Tax purposes; provided, that Purchaser’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable Tax law;

(e) a closing statement, dated as of each Closing Date and duly executed by the Principal Seller: (i) certifying that the conditions set forth in Section 8.2(a) and Section 8.2(b) have been satisfied, and (ii) setting forth the payments to be made on such Closing Date;

(f) for each Store Buy Location, and in each case no later than five (5) days prior to the applicable Closing Date, Powers of Attorney substantially in the forms of Exhibit D (“Power of Attorney”), duly executed by the applicable Sellers and their applicable representatives;

(g) a signed counterpart to the Indemnity Escrow Agreement (which, for the avoidance of doubt, shall only be delivered on, or prior to, the First Closing); and

(h) for the Acquired Bartell Intellectual Property, a trademark assignment agreement substantially in the form of Exhibit E, duly executed by the applicable Sellers.

Section 2.7 **Closing Deliveries by Purchaser**. At or prior to each Closing, Purchaser shall deliver to Sellers:

(a) the Closing Date Payment (subject to later payments dates related to Inventory as set forth in this Agreement);

(b) the Bill of Sale, Assignment and Assumption Agreement, duly executed by Purchaser;

(c) the Lease Assignments, if applicable, duly executed by Purchaser;

(d) a signed counterpart to the Indemnity Escrow Agreement (which, for the avoidance of doubt, shall only be delivered on, or prior to, the First Closing);

(e) a closing statement, dated as of each Closing Date and duly executed by Purchaser (i) certifying that the conditions set forth in Section 8.3(a) and Section 8.3(b) have been satisfied, and (ii) setting forth the payments to be made on such Closing Date;

(f) a bulk sale exemption Idaho Form ST133CATS and resale exemption Idaho Form ST-101; and

(g) an IRS Form W-9 executed by Purchaser or Purchaser's regarded owner for U.S. federal income Tax purposes.

Section 2.8 **Withholding**. Purchaser shall not be entitled to deduct and withhold any Taxes from any amounts otherwise payable pursuant to this Agreement, except to the extent resulting from a Seller's failure to satisfy its obligations under Section 2.6(d) or to pay any Transfer Tax required to be borne and paid by Seller hereunder.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as (a) disclosed in any forms, statements or other documents filed with the Bankruptcy Court in connection with the Prior Cases (the "Bankruptcy Documents") or (b) set forth in the Schedules delivered by Sellers concurrently herewith (each, a "Schedule" and collectively, the "Schedules") and subject to Section 11.9, Sellers represent and warrant to Purchaser (except as otherwise provided in Section 3.10 hereof, it being understood that in case any representation or warranty set forth in this Article III speaks, or refers, to an earlier date or period, such period or date shall be, or commence on, as applicable, the Emergence Date, as applicable, and in no event will any such representation or warranty be construed to speak of or refer to an earlier date) as follows.

Section 3.1 **Organization and Qualification**. Each Seller is a corporation, limited liability company or limited partnership, as applicable, duly incorporated or organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or formation. Each Seller is duly licensed or qualified to do business under the Laws of each jurisdiction in which the nature of the business conducted by it makes such licensing or qualification necessary, except where failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

Section 3.2 **Authorization of Agreement**. Subject to requisite Bankruptcy Court approvals:

(a) each Seller has all necessary power and authority to execute and deliver this Agreement and the other Transaction Agreements to which each such Seller is a party and to perform its obligations hereunder and to consummate the Transactions;

(b) the execution, delivery and performance by each Seller of this Agreement and the other Transaction Agreements to which such Seller is a party, and the consummation by such Seller of the Transactions, have been duly authorized by all requisite corporate action, limited liability company action or limited partnership action on the part of such Seller, as

applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery and performance by such Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions; and

(c) this Agreement and the other Transaction Agreements to which each Seller is a party have been, or will be, duly executed and delivered by such Seller and, assuming due authorization, execution and delivery hereof and thereof by the other parties hereto and thereto, constitutes, or will constitute, legal, valid and binding obligations of such Seller, enforceable against such Seller in accordance with its and their terms, except that such enforceability (i) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Laws of general application affecting or relating to the enforcement of creditors' rights generally and (ii) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions").

Section 3.3 **Conflicts; Consents.** Assuming that (a) requisite Bankruptcy Court approvals are obtained, (b) the notices, authorizations, approvals, Orders, Permits or consents set forth on Schedule 3.3 are made, given or obtained (as applicable), and (c) the requirements of the HSR Act and the State Transaction Notification Laws are complied with, neither the execution and delivery by Sellers of this Agreement or the other Transaction Agreements, nor the consummation by Sellers of the Transactions, nor performance or compliance by Sellers with any of the terms or provisions hereof or thereof, will (i) conflict with or violate any provision of a Seller's certificate of incorporation or bylaws, certificate of formation or limited liability company agreement, certificate of limited partnership, partnership agreement or other governing documents, as applicable, (ii) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancellation of any obligation or to the loss of any benefit, any of the terms or provisions of any material Contract or accelerate any Seller's obligations under any such material Contract, or (iii) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any Acquired Assets, except, in the case of clauses (ii) and (iii), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.4 **Title.** Sellers are the sole owners of, and have valid title to, the Acquired Assets, and the Acquired Assets are, or will be as of the respective Closing Date, free and clear of security interests, liens and other Encumbrances, other than Permitted Encumbrances.

Section 3.5 **Title to Properties.**

(a) Schedule 1.1(e) sets forth the address of each Acquired Real Property.

(b) With respect to the Acquired Real Property:

(i) either Sellers or Seller's Affiliate, as applicable, has good and marketable fee simple title to such Acquired Real Property, which shall be, free and clear of all Encumbrances as of the respective Closing Date, except for Permitted Encumbrances;

(ii) neither Sellers nor any of Seller's Affiliates has leased or otherwise granted to any Person the right to lease, sublease, license, use or occupy such Acquired Real Property or any portion thereof;

(iii) other than the right of Purchaser pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Acquired Real Property or any portion thereof or interest therein;

(iv) the Sellers are not a party to any agreement or option to purchase any real property or interest therein relating to the Business;

(v) to the Knowledge of Sellers, the Sellers' use of the Acquired Real Property complies, or is legally non-conforming, in all material respects with the requirements of applicable building, zoning, land use and other similar Laws, and the Sellers have not received any written notice issued by a Governmental Body of violation with respect to, or relating to, the Acquired Real Property that remains uncured;

(vi) to the Knowledge of Sellers, there are no agreements, consent Orders, decrees, judgments, licenses, Permits, conditions or other directives issued by a Governmental Body or court which materially restricts the future use or require any material change in the present use or operations of the Acquired Real Property. To the Knowledge of Sellers, there is no pending or threatened litigation, claim, demand, suit, arbitration, investigation or other administrative action or examination pending or threatened against the Acquired Real Property, except as would not reasonably be expected to be material to the Business, taken as a whole;

(vii) the Sellers have not received written notice, from any Governmental Body requiring the correction of any condition with respect to the Acquired Real Property or the operation of the business of the Sellers thereon, or any part thereof, by reason of a violation of applicable Law (including the Americans with Disabilities Act) which Sellers have not corrected;

(viii) to the Knowledge of Sellers, there are no defects in the buildings, improvements, structures and fixtures located on or at the Acquired Real Property which would reasonably be expected to have a material adverse effect on the Business;

(ix) Sellers have not received any written notice issued by a Governmental Body of any existing, proposed or threatened legal action of any kind involving the Acquired Real Property or any portion thereof which would materially adversely impact the Business; and

(x) there is no pending or, to the Knowledge of Sellers, threatened condemnation or sale in lieu thereof affecting the Acquired Real Property.

(c) One or more of the Sellers or the Seller's Affiliates has a good and valid leasehold interest to all Acquired Leased Real Property free and clear of all Encumbrances (other than Permitted Encumbrances).

(d) Schedule 3.5(d) sets forth the Lease for each Acquired Leased Real Property along with an accurate and complete address, name of landlord entity, lease expiration date and remaining renewal options. The Sellers have made available to Purchaser or Purchaser's Advisors true and complete copies of each such Lease. Except as set forth on Schedule 3.5(d) (and subject to the requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Lease in accordance with applicable Law, including satisfaction of any applicable Cure Costs and except as a result of the commencement of the Bankruptcy Cases), with respect to each such Lease (i) such Lease is legal, valid, binding on the Seller party thereto and, to the Knowledge of Sellers, the other party thereto, enforceable and in full force and effect, subject to the Enforceability Exceptions; (ii) to the Knowledge of Sellers, there are no existing material disputes with respect to such Assigned Contract; (iii) none of Sellers, the Seller's Affiliates or, to the Knowledge of Sellers, any other party to the Assigned Contract is in material breach or material default under such Assigned Contract, and, to the Knowledge of Sellers, there are no events or conditions that, with or without the delivery of notice, the passage of time or both, would constitute such a material breach or material default, or permit the termination, modification or acceleration of rent under such Assigned Contract; (iv) neither Sellers nor any of Seller's Affiliates have currently subleased, licensed or otherwise granted any Person the right to use or occupy such Acquired Leased Real Property or any portion thereof; (v) there are no rent forbearance programs, including Covid-19 rent abatements, in effect with respect to any of the Assigned Contracts, (vi) Sellers have enjoyed peaceful and undisturbed possession of the Acquired Leased Real Property; and (vii) all rent and additional charges due under the Assigned Contracts has been paid through April 30, 2025, except, in each case of (i) through (v), as would not, individually or in the aggregate, reasonably be expected to be material to the applicable Store, taken as a whole.

Section 3.6 **No Litigation.** There are no (a) Actions pending or, to the Knowledge of Sellers, threatened against or affecting any of the Sellers or the Acquired Assets, or (b) Actions to which Sellers are a party or is subject or to which any of the Acquired Assets are subject, or is otherwise pending or threatened against Sellers, in each case of (a) and (b), that would reasonably be expected to adversely affect (i) any Seller's performance of its obligations under this Agreement, (ii) the consummation of the Transactions or (iii) the operation of the Store Buy Locations immediately following the applicable Closing.

Section 3.7 **Permits; Compliance with Laws.** (i) Each Seller (with respect to the Acquired Assets) is, and has been, in compliance in all material respects with all state or federal laws, Healthcare Laws, statutes, ordinances, codes, rules or regulations ("Laws") or Orders, applicable to such Seller and, during such time, no Seller has received any notice or complaint to the effect that, or otherwise been advised that, it is not in material compliance with or it is in violation of any Laws with respect the Acquired Assets; (ii) Sellers hold all licenses, franchises, permits, Healthcare Permits certificates, approvals and authorizations from Governmental Bodies necessary for the lawful conduct of the Business (collectively, "Permits") and the same are in full force and effect; and (iii) Sellers have not received notices of, nor is there any pending or, to the Knowledge of Sellers, any threatened proceeding relating to, the cancellation or termination of

any Permits, in each case of (i) through (iii), except as would not reasonably be expected to be material to the Acquired Assets, taken as a whole. Each Seller and each of their respective directors, officers and employees acting in such capacity and, to the Knowledge of Sellers, each of its and their other agents acting on its or their behalf, is, and has been, in compliance in all material respects with the Foreign Corrupt Practices Act of 1977 and any rules and regulations promulgated thereunder.

Section 3.8 **Environmental Matters.**

(a) Solely with respect to the Store Buy Locations, except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole, (i) Sellers are, and have been, in compliance with all applicable Laws, regulations, codes or ordinances relating to the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation or disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to protection of human health or the environment (including, but not limited to, ambient air, surface water, ground water, land surface or subsurface strata) (collectively, "Environmental Laws"); (ii) no Seller has caused any release of hazardous materials at any of the Store Buy Locations in an amount or manner that has given rise to or would give rise to Liabilities, including any Liability for investigation costs, response costs, corrective actions, personal injury, property damage, natural resource damages or attorneys' fees pursuant to Environmental Laws; (iii) Sellers are in compliance with all environmental provisions of the Leases; (iv) none of Sellers has received any written notice alleging that any Seller is in violation of or liable under, any Environmental Law that is unresolved with respect to the conduct of the Business (on or off site); (v) Sellers possess and are in compliance with all Permits required under Environmental Laws for the operation of the Business as currently conducted ("Environmental Permits"); (vi) there is no Action under or pursuant to any Environmental Law or Environmental Permit that is pending or, to the Knowledge of Sellers, threatened against any Seller, and no Seller has any Knowledge that any of the foregoing is reasonably likely to be forthcoming; (vii) no Seller has received any written request for information, notice, demand letter, administrative inquiry, or claim with respect to any environmental condition (including under the citizen suit provision of any Environmental Law) that remains pending, unresolved or the source of material obligations on the part of any Seller as of the date hereof; (viii) no Seller is currently required or obligated to make any material capital expenditures or other expenditures to come into compliance with any Environmental Law; and (ix) Sellers are not subject to any Order imposed by any Governmental Body pursuant to Environmental Laws under which there are uncompleted, outstanding or unresolved obligations on the part of any Seller.

(b) Seller has provided or otherwise made available to Purchaser any and all material environmental reports and studies, environmental or health and safety audits, environmental site and risk assessments, prepared, in Sellers' possession or control with respect to the Acquired Leased Real Property or Acquired Real Property and related to compliance with Environmental Laws, environmental claims or an environmental notice or the release of hazardous materials. To the Knowledge of Sellers, except as disclosed on Schedule 3.8(b), none of the buildings or fixtures, or improvements, equipment or other Acquired Assets thereon contain the presence of asbestos-containing materials, polychlorinated biphenyls or lead-based paint in violation of Environmental Law.

(c) Sellers have not generated, stored, released, used, disposed of, arranged for the disposal of, transported, or arranged for the transportation of any Hazardous Substance on, in, from, or about the Acquired Leased Real Property, except in compliance in all material respects with applicable Environmental Laws and, except as disclosed on Schedule 3.8(c), or as would not, individually or in the aggregate, reasonably be expected to be material to the Business, taken as a whole, there have been no releases of Hazardous Substances at, from, or affecting the Store Buy Locations.

(d) Schedule 3.8(d) contains a complete list of (i) any and all Store Buy Locations that are subject to any active, ongoing environmental remediation activities conducted by or on behalf of any Seller at any Store Buy Locations; and (iii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws. Sellers have provided Purchaser all material documents, emails, correspondence and other communications related to the disclosures listed on Schedule 3.8(d).

Section 3.9 **Intellectual Property**. Except as would not have a material impact on Purchaser's use of the Acquired Bartell Intellectual Property for operation of the Store Buy Locations from and after Closing, Sellers own all of the rights, title and interest in and to the Acquired Bartell Intellectual Property, free and clear of all Encumbrances (other than Permitted Encumbrances). Sellers have not received any written notice or claim challenging the ownership, validity, enforceability, or use by such Seller of any Acquired Bartell Intellectual Property owned by such Seller.

Section 3.10 **Healthcare Matters**. Except as set forth on Schedule 3.10 or as would not reasonably be expected to be material to the Acquired Assets, taken as a whole:

(a) Each Seller is and at all times during the past three (3) has been in compliance with all applicable Healthcare Laws. No Seller has at any time during the past three (3) years (i) received any written or, to the Knowledge of Sellers, oral notice of any pending or threatened adverse Action, claim or default, inquiry, investigation or similar proceeding, including from a Governmental Body or Governmental Health Program alleging non-compliance in any respect with any Healthcare Laws by any of the Sellers or with respect to the Acquired Assets or (ii) been served with or received any search warrant, subpoena or civil investigative demand from any Governmental Body with respect to any of the Sellers or with respect to the Acquired Assets. No Seller nor any Affiliate of Seller with respect to the Acquired Assets (x) is or has been sanctioned under any Governmental Health Program or has received or has filed for any Medicare or Medicaid overpayments or other improper billings with respect to any Store Buy Location; or (xi) has made a voluntary disclosure to any Governmental Body for any violation of Healthcare Laws, or regarding any repayment obligations arising from a violation of Healthcare Laws.

(b) Each Seller is, and has been at all times during the past three (3) years, in compliance in all respects with all Healthcare Permits held by Seller or that are required for such Seller to provide its services and, each such Healthcare Permit is, and has been at all times during the past three (3) years, in full force and effect and no suspension, revocation, non-

renewal or cancellation of any such Healthcare Permit is or has been threatened by a Governmental Body. No Seller engaged in the Business has, at any time during the past three (3) years, to the Knowledge of Sellers, experienced a theft or significant loss of controlled substances or listed chemicals that would require reporting to the DEA or comparable Governmental Body which has not been reported or experienced any diversion of controlled substances or listed chemicals or any breaches of the security systems and procedures required under any Healthcare Laws.

(c) No Seller or any equity owner, director, officer, manager, managing employee (as such term is defined in 42 U.S.C. § 1320a-5(b)), or Business Employee of any Seller is, or has been at any time during the past three (3) years (i) debarred, excluded or suspended from participating in any Governmental Health Program; or (ii) listed on the General Services Administration published list of parties excluded from federal procurement programs and non-procurement programs; or (iii) to the Knowledge of Sellers, convicted of any criminal offense primarily relating to the delivery of an item or service under any Governmental Health Program.

(d) Privacy and Records Compliance.

(i) The Sellers are and have been at all times during the past three (3) years, in compliance with applicable state privacy laws, as well as HIPAA with respect to the Acquired Assets. There have been no proceedings or Orders by the U.S. Department of Health and Human Services Office for Civil Rights or any state authorities with respect to Sellers or, to the Knowledge of Sellers, its subcontractors' compliance with HIPAA or state privacy laws as it relates to Seller Rx Data. To the Knowledge of Sellers, there are no open investigations or complaints to such authorities other than those disclosed to Purchaser on Schedule 3.10. Except as set forth on Schedule 3.10, no Seller has experienced any (i) Breach of Unsecured Protected Health Information (as defined by HIPAA), or (ii) any other security-related incident resulting in compromise of Sellers' information systems that store or maintain Seller Rx Data, that in either instance (x) required notification pursuant to HIPAA to 500 or more individuals; or (y) required notification to the relevant State Attorney General.

(ii) Each Seller, Seller Affiliate and the Business has maintained Seller's Rx Data in all respects in the Ordinary Course at all times during the past three (3) years.

(e) Seller Rx Data. The prescriptions dispensed at the pharmacies have arisen from bona fide, legal transactions. At all times during the past three (3) years Seller's Rx Data has been accessed, collected, compiled, disclosed, maintained, and stored in compliance with any and all applicable Laws, statutes, ordinances, regulations, rules, codes, decisions, decrees, and Orders, and are consistent with industry standards and clinical guidelines applicable to the Business. The Seller's Rx Data is complete and accurate. None of the prescriptions dispensed at the pharmacies result from any Non-standard Business. As used in this Agreement, "Non-standard Business" means (A) delivering prescriptions by mail, courier, automobile or other delivery system (in each case, including prescriptions dispensed via the Internet), (B) compounding, including both sterile and non-sterile compounding, (C) filling prescriptions that involve any unique, customized or non-standard packaging, including prescriptions dispensed for patients in assisted or independent living facilities, nursing homes, hospice facilities, or other

long-term care facilities (each, a “Facility”), (D) any business conducted pursuant to Section 340B of the Public Health Service Act, (E) any non-prescription business (including durable medical equipment) done through the pharmacy computer and included in the prescription count, (F) any prescriptions dispensed pursuant to any contract, agreement or understanding (other than a standard contract agreement or understanding with any third party payor or government payor providing health care coverage to individuals), or (G) any other business outside the scope of a customary retail pharmacy. At all times during the past three (3) years Seller and the Seller Affiliates have maintained Seller Rx Data for at least a period of time that is the greater of (i) the period of time required by Law, and (ii) the Required Time Period; provided, that to the extent Seller or any Seller Affiliate, as applicable, has not operated a pharmacy for the Required Time Period prior to its Closing Date, the Required Time Period for the Seller Rx Data relating to such pharmacy shall be reduced to such shorter period for which the Seller or Seller Affiliate, as applicable, has operated such pharmacy.

(e) All Business Employees who are required by applicable Law to hold a license, permit, registration, approval or other designation in order to provide services to, on behalf of or on the premise of the Business (the “Licensed Personnel”) are, and while employed, contracted with or otherwise engaged by such Seller have been, duly licensed, registered, or approved, as applicable, and in good standing with the applicable Governmental Body or Person granting such license, permit, registration, approval or other designation. To the Knowledge of Sellers: (i) there are no pending or threatened Actions or investigations related to any Healthcare Laws with or before any Person regarding the activities and services provided to, for or on behalf of the Business by the Licensed Personnel; and (ii) the Licensed Personnel are, and while employed or engaged by Seller or any of its Affiliates have been, providing services to or on behalf of the Business in accordance in accordance in all respects with the scope of practice and supervision requirements set forth in applicable Healthcare Laws.

(f) Prescription Average. The Prescription Average for each Store reflects [REDACTED] and consists of the [REDACTED]. For such calculation, all prescriptions filled [REDACTED]. The Prescription Average set forth in Exhibit B is true and correct in all respects.

Section 3.11 **Tax Matters**. Except as would not reasonably be expected to be material to the Business, taken as a whole:

(a) Each Seller (or its applicable Affiliate) has prepared (or caused to be prepared) and timely filed (taking into account valid extensions of time within which to file) all material Tax Returns with respect to the Acquired Assets required to be filed by it, and all such filed Tax Returns (taking into account all amendments thereto) are true, complete and accurate in all material respects.

(b) All material Taxes with respect to the Acquired Assets owed by a Seller that are due (whether or not shown on any Tax Return) have been timely paid or have been adequately reserved against in accordance with GAAP, in each case.

(c) There are no Encumbrances for Taxes on any of the Acquired Assets other than Permitted Encumbrances.

(d) None of the Sellers has waived any statute of limitations in respect of material Taxes with respect to the Acquired Assets or agreed to any extension of time with respect to an assessment or deficiency for material Taxes with respect to the Acquired Assets (in each case, other than pursuant to extensions of time or waivers to file Tax Returns obtained in the Ordinary Course or waivers or extensions that have expired).

(e) Notwithstanding anything in this Agreement to the contrary, the representations and warranties in this Section 3.11 shall constitute the sole representations and warranties in this Agreement with respect to Taxes and no representation or warranty set forth in this Section 3.11 shall be deemed to apply directly or indirectly with respect to any Seller Combined Tax Return. No representation or warranty is made with respect to the validity of any Tax position or the availability of any Tax attribute for any Tax period (or any portion thereof) following each Closing.

Section 3.12 Employees.

(a) Schedule 3.12(a) sets forth the following information for each Business Employee: (i) name or identification number; (ii) job title; (iii) continuous service date; (iv) full-time or part-time status; (v) exempt or non-exempt classification; (vi) location; and (vii) leave status.

(b) Schedule 3.12(b) sets forth all collective bargaining agreements with any labor union representing any Business Employees to which the Sellers (with respect to the Business Employees) are a party (each, along with any side letters, memorandums of understanding, or related agreements, a “Collective Bargaining Agreement”). Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) there is no written demand from any labor union seeking recognition as the exclusive bargaining representative of any Business Employees by any Seller and (ii) there is no pending or, to the Knowledge of Sellers, threatened, strike, lockout, organized labor slowdown, or concerted work stoppage by any Business Employees located at or whose work involves the Store Buy Locations.

(c) Sellers are in material compliance with all Collective Bargaining Agreements and all applicable Laws respecting employment practices and labor, including but not limited to those related to hiring practices, payroll practices and wages and hours, working hours and scheduling, collective bargaining, benefits, unemployment insurance, workers’ compensation, health and safety, immigration, harassment, discrimination and retaliation, disability rights and benefits, pregnancy related accommodations, paid sick leave, FMLA and other protected leave of absences, affirmative action, and employee terminations and layoffs.

(d) Except as set forth on Schedule 3.12(d), there is no Action pending or, to the Knowledge of Sellers, threatened in writing against any Seller alleging a material violation of any labor or employment law brought by any present or former Business Employee that is before any Governmental Body. In addition, there is no Action pending or, to the Knowledge of Sellers,

threatened in writing against any Seller alleging a violation of any labor or employment law brought by any present or former Business Employee of any Store.

Section 3.13 **Affiliate Transactions.** Except as set forth on Schedule 3.13, to the Knowledge of Sellers, no Affiliate of any Seller, or any officer or director of the Principal Seller or any other Seller, (a) is a party to any agreement that constitutes an Acquired Asset having a potential or actual value or a contingent or actual Liability exceeding [REDACTED], other than (i) loans and other extensions of credit to directors and officers of a Seller for travel, business or relocation expenses or other employment-related purposes in the Ordinary Course, (ii) employment arrangements in the Ordinary Course and (iii) the employee benefit plans, or (b) has any material interest in any Acquired Asset.

Section 3.14 **Brokers.** Except for Guggenheim Securities, LLC (“Guggenheim Securities”), the fees and expenses of which will be paid by Sellers, no broker, investment banker, financial advisor or other Person is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of Sellers.

Section 3.15 **No Other Representations or Warranties.** Except for the representations and warranties expressly contained in this Article III (as qualified by the Schedules), in the certificate delivered pursuant to Section 2.6(e) or otherwise in this Agreement or any other Transaction Agreement (the “Express Representations”) (it being understood that Purchaser and the Purchaser Group have relied only on such Express Representations and warranties), Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that no Seller nor any other Person on behalf of any Seller makes, and neither Purchaser nor any member of the Purchaser Group has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to any Seller, the Business or any of their other businesses, or the Acquired Assets or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person (including in any presentations or other materials prepared by Guggenheim Securities) (the “Information Presentation”) or in that certain [REDACTED] data site administered by [REDACTED] (the “Dataroom”) or elsewhere to Purchaser or any of its Affiliates or Advisors on behalf of Sellers or any of their Affiliates or Advisors. Without limiting the foregoing, no Seller nor any of its Advisors will have or be subject to any Liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser’s or any of its Affiliates’ or Advisors’ use of or reliance on, any such information, including the Information Presentation made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise in expectation of the Transactions or any discussions with respect to any of the foregoing information. Notwithstanding anything herein to the contrary, no Party is disclaiming or waiving any claim based on Fraud.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows.

Section 4.1 **Organization and Qualification.** CVS Pharmacy, Inc. is a corporation duly formed, validly existing and in good standing under the Laws of the State of Rhode Island and has all requisite power and authority necessary to carry on its business as it is now being conducted, except (other than with respect to Purchaser's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the Transactions. Purchaser is duly licensed or qualified to do business and is in good standing (where such concept is recognized under applicable Law) in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties owned or used by it makes such licensing or qualification necessary, except where the failure to be so licensed, qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the Transaction by this Agreement.

Section 4.2 **Authorization of Agreement.** Purchaser has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the Transactions. The execution, delivery and performance by Purchaser of this Agreement, and the consummation by Purchaser of the Transactions, subject to requisite Bankruptcy Court approvals, have been duly authorized by all requisite corporate or similar organizational action and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the Transactions. This Agreement has been duly executed and delivered by Purchaser and, assuming due authorization, execution and delivery hereof by the other Parties, constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except that such enforceability may be limited by the Enforceability Exceptions.

Section 4.3 **Conflicts; Consents.**

(a) Assuming that (i) Sale Order and all other requisite Bankruptcy Court approvals are obtained, (ii) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 4.3(a) are made, given or obtained (as applicable), and (iii) the requirements of the HSR Act and the State Transaction Notification Laws are complied with, neither the execution and delivery by Purchaser of this Agreement, nor the consummation by Purchaser of the Transactions, nor performance or compliance by Purchaser with any of the terms or provisions hereof, will (A) conflict with or violate any provision of Purchaser's Organizational Documents, (B) violate any Law or Order applicable to Purchaser, (C) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancellation of any obligation or to the loss of any benefit, any of the terms or provisions of any loan or credit agreement or other material Contract to which Purchaser is a party or accelerate Purchaser's obligations under any such Contract, or (D) result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any properties or assets of Purchaser or any of its Subsidiaries, except, in the case of clauses (A) through (D), as

would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the Transactions.

(b) Except as set forth on Schedule 4.3(a), Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the Transactions, except (i) any filings required to be made under the HSR Act and State Transaction Notification Laws or (ii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Purchaser to consummate the Transactions.

Section 4.4 **Financing.** Purchaser has, and will have through each Closing, sufficient funds in an aggregate amount necessary to pay the Purchase Price and to consummate all of the other Transactions, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Purchaser in connection with the Transactions.

Section 4.5 **No Litigation.** There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will or would be reasonably likely to adversely affect Purchaser's performance of its obligations under this Agreement or the consummation of the Transactions.

Section 4.6 **Certain Arrangements.** As of the date hereof, there are no Contracts, undertakings, commitments, agreements or obligations, whether written or oral, between any member of the Purchaser Group, on the one hand, and any member of the management of any Seller or its respective board of directors (or member of management or applicable governing body of any Affiliate of any Seller), any holder of equity or debt securities of any Seller, or any lender or creditor of any Seller or any Affiliate of any Seller, on the other hand, (a) relating in any way to the acquisition of the Acquired Assets or the Transactions or (b) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of any Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

Section 4.7 **Solvency.** Purchaser is, and immediately after giving effect to the Transactions, Purchaser shall be, solvent and at all times shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent Liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Purchaser. In connection with the Transactions, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.8 **No Additional Representations or Warranties.** Except for the representations and warranties contained in this Article IV, Sellers are not relying on and will not rely on the accuracy or completeness of any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to Sellers by Purchaser and acknowledge that neither Purchaser nor any other Person on behalf of Purchaser

makes on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to Sellers by Purchaser.

ARTICLE V BANKRUPTCY COURT MATTERS

Section 5.1 **Bankruptcy Actions.**

(a) The Sellers shall comply with the following requirements with respect to the Bankruptcy Cases (“Bankruptcy Court Milestones”):

(i) within fourteen (14) days after the Petition Date, the Sellers shall obtain entry by the Bankruptcy Court of the Bidding Procedures Order on a final basis with respect to the Acquired Assets;

(ii) within one (1) Business Day following the designation of Purchaser as the Successful Bidder (as defined in the Bidding Procedures) with respect to the Acquired Assets, file the Notice of Successful Bidder (as defined in the Bidding Procedures) with the Bankruptcy Court;

(iii) within thirty (30) days after the Petition Date, the Bankruptcy Court shall conduct and conclude the Sale Hearing;

(iv) within thirty three (33) days after the Petition Date, Sellers shall obtain entry by the Bankruptcy Court of the Sale Order; and

(v) each Seller shall use its reasonable best efforts to cause the Bankruptcy Court to enter the Sale Order (provided, Purchaser is the Successful Bidder), and any modifications to the form provided in Exhibit F hereto shall not be materially adverse to Purchaser.

(b) Purchaser’s Cooperation. Purchaser shall take such actions as are reasonably requested by Sellers to assist in obtaining entry by the Bankruptcy Court of the Bidding Procedures Order and the Sale Order, and any other Order reasonably necessary in connection with the Transactions as promptly as practicable. Purchaser acknowledges that it must provide adequate assurance of future performance under the Assigned Contracts and may be required to provide evidence in support of a finding that Purchaser is purchasing the Acquired Assets in good faith and without collusion, and agrees that it shall, and shall cause its Affiliates to, cooperate with Sellers in connection with furnishing information or documents to Sellers, to satisfy the requirements of section 365(f)(2)(B), 363(m), and 363(n) of the Bankruptcy Code. In furtherance of the foregoing, Purchaser shall promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing affidavits, non-confidential financial information, and other documents or information for filing with the Bankruptcy Court and making a representative of Purchaser available to testify before the Bankruptcy Court in connection therewith, as well as that Purchaser is purchasing the

Acquired Assets in good faith and without collusion and is accordingly entitled to the protections of section 363(m) and 363(n) of the Bankruptcy Code.

(c) Non-Solicitation of Other Bidders. Subject to Section 11.17, Sellers shall not, and shall cause their Affiliates and their respective representatives not to solicit, negotiate or discuss with any Person (and Sellers shall, and shall cause their Affiliates and their respective representatives, to cease immediately any such ongoing activity), or enter into any agreement or understanding with respect to, or approve or recommend, or knowingly facilitate, any sale, transfer or disposition, directly or indirectly, whether by means of an asset sale or otherwise, of any of the Acquired Assets with respect to any Alternative Transaction; provided, however, for the avoidance of doubt, that on and after the Petition Date, Sellers may solicit any Person, or take any other of the foregoing actions with respect to such Person, to be a Qualified Bidder.

(d) Bankruptcy Court Filings. Sellers shall file with the Bankruptcy Court the Sale Order in substantially the form attached as Exhibit F. Sellers shall consult with Purchaser with respect to any other material pleadings or proposed Orders to be presented to the Bankruptcy Court relating to the Transactions, including any revised Bidding Procedures Orders or Bidding Procedures, and the bankruptcy proceedings in connection therewith, and provide Purchaser with copies of such applications, pleadings, notices, proposed Orders, and other documents to be filed by Sellers in the Bankruptcy Cases that relate in any material way to this Agreement, the Transactions, the Bidding Procedures, the Bidding Procedures Order, or the Sale Order prior filing or submitting such documents to the Bankruptcy Court.

(e) Not a Backup Bidder. The Bidding Procedures shall not require Purchaser to act as a Backup Bidder following the Auction (if any) in the event that Purchaser is not selected as the Successful Bidder. Notwithstanding the foregoing, Purchaser and Sellers may agree to have Purchaser serve as the Backup Bidder.

(f) Additional Bankruptcy Court Actions. Neither Sellers nor Purchaser will file any pleading or take any other action in the Bankruptcy Court with respect to this Agreement or the consummation of the Transactions that is inconsistent with performing and carrying out the provisions of this Agreement in accordance with the terms and subject to the conditions herein; provided, however, that nothing contained in the foregoing will be construed to limit in any way Purchaser's or Sellers' rights under this Agreement, or to limit Purchaser's or Sellers' rights to advocate for the approval of this Agreement and against any Alternative Transaction.

Section 5.2 Cure Costs. Subject to entry of the Sale Order, Sellers shall, on or prior to each Closing (or, in the case of any Contract that is to be assigned following such Closing pursuant to Section 1.5, on or prior to the date of such assignment), pay the Cure Costs and cure any and all other defaults and breaches under the Assigned Contracts corresponding to such Closing so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code and this Agreement.

Section 5.3 Sale Order. The Sale Order shall, among other things, (a) approve, pursuant to sections 105, 363 and 365 of the Bankruptcy Code and Rule 6004 of the Federal Rules of Bankruptcy Procedure (i) the execution, delivery and performance by Sellers of this

Agreement, (ii) the sale of the Acquired Assets to Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Sellers of their obligations under this Agreement, (b) authorize and empower Sellers to assume and assign to Purchaser the Assigned Contracts, (c) find that Purchaser is a “good faith” Purchaser within the meaning of section 363(m) of the Bankruptcy Code, (d) find that Purchaser is not a successor to any Seller, and grant Purchaser the protections of section 363(m) of the Bankruptcy Code, (e) find that the sale price for the Acquired Assets was not controlled by an agreement among potential bidders, (f) find that the consideration provided for the Acquired Assets is fair and reasonable, is the highest and best offer for the Acquired Assets and constitutes reasonably equivalent value, (g) find that Purchaser shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor Law, de facto merger, or substantial continuity, including but not limited to (1) under that certain Corporate Integrity Agreement between the Office of Inspector General of the United State Department of Health and Human Services and Seller and certain of its Affiliates, effective July 9, 2024 and (2) that certain Memorandum of Agreement for Injunctive Terms between the United States and Sellers, dated, and (3) that certain Rite Aid Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms, Docket No. 4532, Ex. A, in the Prior Cases, (h) find that Purchaser has provided adequate assurance (as that term is used in section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Assigned Contracts, (i) find that Purchaser shall have no Liability for any Excluded Liability, and (j) find that all appropriate notices of the sale of the Acquired Assets, this Agreement and the Sale Order have been provided and that no other or future notices are necessary. Purchaser agrees that it will promptly take such actions as are reasonably requested by any Seller to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (A) demonstrating that Purchaser is a “good faith” purchaser under section 363(m) of the Bankruptcy Code and (B) establishing adequate assurance of future performance within the meaning of section 365 of the Bankruptcy Code.

ARTICLE VI COVENANTS AND AGREEMENTS

Section 6.1 Conduct of the Business of Sellers.

(a) Except (i) for limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or Sellers’ debtor-in-possession financing or use of cash collateral, as the case may be, (ii) as expressly contemplated, required or permitted by this Agreement, (iii) to the extent unrelated to an Acquired Asset or an Assumed Liability (provided, however, that the exception set forth in this clause or (iii) shall not be construed to permit Sellers to impair or adversely affect any Acquired Asset) during the period from the date of this Agreement until the Closing for each Store (or such earlier date and time on which this Agreement is terminated pursuant to Article IX), unless Purchaser otherwise consents in writing: Sellers shall carry on and maintain the Business in the Ordinary Course, including maintaining in good standing all licenses including alcohol licenses, franchises, permits, Healthcare Permits certificates,

approvals and authorizations, and maintaining the hours and days in which such Store is open to the public and the staffing levels and inventory levels at each Store consistent with such operations of the Stores in the twelve (12) months prior to the date of this Agreement (provided, however, that the Sellers may adjust a File Buy Location's front end hours and days of operation so long as, after such adjustment, such hours and days of operation are at least the same as the hours and days during which the pharmacy located at such File Buy Location is operated).

(b) Except (i) for any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or Sellers' debtor-in-possession financing or use of cash collateral, as the case may be, (ii) as expressly contemplated, required or permitted by this Agreement, (iii) to the extent related to an Excluded Asset or an Excluded Liability specifically with respect to any Store covered by the terms of this Agreement (provided, however, that the exception set forth in this clause (iii) shall not be construed to permit Sellers to impair or adversely affect any Acquired Asset), during the period from the date of this Agreement until each Closing (or such earlier date and time on which this Agreement is terminated pursuant to Article IX), unless Purchaser otherwise consents in writing, in addition to, and not by way of limitation of, the obligations of Sellers set forth in Section 6.1(a) Sellers shall not take any of the following actions with respect to the Business:

(i) Directly or indirectly, whether by way of merger, consolidation, reorganization or otherwise, sell or lease to any Person, in a single transaction or series of related transactions, any of the Acquired Assets except (A) Ordinary Course dispositions of Inventory and dispositions of obsolete, surplus or worn out assets or assets that are no longer used or useful in the conduct of the Business, (B) transfers among the Sellers, and (C) other sales and leases in the Ordinary Course;

(ii) except (A) in the Ordinary Course, or (B) as required pursuant to the terms of any employee benefit plan of Sellers or under a Collective Bargaining Agreement, or (C) as set forth on Schedule 6.1(b)(ii), (1) grant to any Business Employee any material increase in compensation (including bonus or long-term incentive opportunities), (2) establish, adopt, enter into, materially amend or terminate any employee benefit plan in which the Business Employees participate or may be eligible to participate, or (3) take any action to accelerate any rights or benefits of any Business Employee under any employee benefit plan sponsored, maintained, participated in or contributed to by Sellers; provided, that the foregoing shall not restrict any Seller from entering into or making available, to newly hired employees or to employees in the context of promotions based on job performance or workplace requirements, in the Ordinary Course, plans, agreements, benefits and compensation arrangements (including incentive grants) that have a value that is consistent with the past practice of making compensation and benefits available to newly hired or promoted employees in similar positions;

(iii) grant any Encumbrance (other than Permitted Encumbrances) on any of the Acquired Assets other than to secure indebtedness and other obligations in existence at the date of this Agreement (and required to be so secured by their terms);

(iv) settle any pending or threatened material Action against any Seller related to the Acquired Assets;

(v) terminate or permit termination, non-renewal, suspension, material modification, or expiration of any Healthcare Permit including any existing pharmacy or other federal, state or local licenses, permits, registrations, certifications and Medicare and Medicaid provider numbers with respect to the Stores or the Acquired Assets;

(vi) enter into, modify, renew, extend or terminate any real estate lease or lease commitment (or change the status of any commitment) with respect to the Acquired Leased Real Property or Acquired Real Property; provided, however, that Sellers shall properly exercise any right to extend the term of a Lease for any Store Buy Location in accordance with the terms of such Lease for which the deadline for such exercise of extension occurs between the date of this Agreement and the Closing Date for such Store Buy Location; provided, further, that any Lease so extended or renewed shall be an Assigned Contract and may not be deemed as an Excluded Contract;

(vii) grant or convey any easement, lease, license, permit or any other legal or beneficial interest in or to the Acquired Real Property (other than Permitted Encumbrances), without the prior written consent of Purchaser; provided, however, if Seller receives written notice of any health, safety, or other municipal code violation from and after the date of this Agreement and prior to any Closing, Seller shall provide notice of the same to Purchaser; or

(viii) authorize any of, or commit or agree, in writing or otherwise, to take any of, the foregoing actions.

(c) The foregoing notwithstanding and for the avoidance of doubt, nothing contained in any debtor in possession credit agreement, including without limitation, any affirmative covenants or negative covenants, any cash collateral budget or Order of the Bankruptcy Court approving or authorizing either of the foregoing shall otherwise impact the obligations of the Sellers to conduct the Business in the Ordinary Course, including (1) its present business organization and the Business, (2) its present relationships with material customers, suppliers, vendors, service providers, licensors, licensees, Governmental Bodies, and other Persons with whom they have material business relations, (3) the services of its present officers and Business Employees (other than where such employee voluntarily resigns or where termination of such services is for cause), in each case, in connection with the operation of the Business.

(d) For the avoidance of doubt, Purchaser acknowledges and agrees that nothing in this Agreement will prohibit or limit any Sellers' right to remove or recover any cash or cash equivalents located at any Store prior to the applicable Closing and that the Sellers shall have the right to remove and recover all cash on hand at the applicable Store (other than Required Register Cash). All cash on hand located at a Store (other than Required Register Cash) as of a Closing shall be treated as an Excluded Asset for all purposes hereunder.

(e) Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct the Business (or the other business of Sellers and their Affiliates) prior to each Closing, and nothing contained in this Agreement is intended to give any Seller, directly or indirectly, the right to control or direct Purchaser's or its Subsidiaries' operations prior to each Closing, each of Purchaser and Sellers shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries' respective operations. Notwithstanding anything to the contrary contained herein, (i) any commercially reasonable action taken, or omitted to be taken, by any Seller pursuant to any Law, Order, directive, pronouncement or guideline issued by any Governmental Body or industry group providing for business closures, "sheltering-in-place" or other restrictions that relates to, or arises out of, any pandemic, epidemic or disease outbreak shall in no event be deemed to constitute a breach of this Section 6.1 and (ii) any commercially reasonable action taken, or omitted to be taken, by a Seller to protect the business of such Seller that is responsive to any pandemic, epidemic or disease outbreak, as determined by the applicable Seller in its sole and reasonable discretion (any commercially reasonable action or inaction described in clause (i) or (ii) of this Section 6.1(e)) shall in no event be deemed to constitute a breach of this Section 6.1.

Section 6.2 **Access to Information.**

(a) From the Sale Order Date until each Closing, Sellers will provide Purchaser, Purchaser's employees who have need for access and information for purposes of implementing the Transactions, and Purchaser's authorized Advisors with reasonable access and upon reasonable advance notice and during and, as reasonable, after regular business hours (and in accordance with the reasonable procedures established by Sellers) to the Stores, Acquired Assets, personnel and personnel records, operating data, books and records of Sellers, and other information as Purchaser may reasonably request to the extent related to the Business, in order for Purchaser and its authorized Advisors to access such information regarding the Acquired Assets and the Assumed Liabilities as is reasonably necessary in order to consummate the Transactions; provided, that (i) such access does not unreasonably interfere with the normal operations of any Seller, (ii) all requests for access will be directed to Guggenheim Securities or such other Person(s) as Guggenheim Securities or any Seller may designate in writing from time to time, (iii) Sellers are not obligated to disclose and may redact or remove any information that is not related to the Business, and (iv) nothing herein will require Sellers to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) cause significant competitive harm to any Seller if the Transactions are not consummated, (B) is unrelated to the Business, (C) would waive any legal privilege, (D) would be in violation of applicable Laws (including the HSR Act and the State Transaction Notification Laws) or the provisions of any agreement to which Sellers are bound or would violate any fiduciary duty, or (E) is in respect of Excluded Tax Returns. Nothing contained herein will permit Purchaser or its Advisors to conduct any sampling or testing of environmental media or any other invasive investigation or assessment, including of the type commonly known as a Phase II environmental site assessment. Purchaser and Seller acknowledge that each is a "Covered Entity" as that term is defined under HIPAA. To facilitate the transition of care from a Seller to Purchaser, it may be necessary for Purchaser to have access to electronic patient records for active patients prior to each Closing Date. Commencing fourteen (14) days prior to the anticipated applicable Closing and in anticipation of the Transactions, Seller may deliver electronic copies of Seller's Rx Data for

active patients to Purchaser. Purchaser agrees to implement appropriate safeguards to restrict the access and use of the Seller's Rx Data prior to each Closing Date solely for data migration and integration purposes. If for whatever reason any of the Transactions do not close, Purchaser agrees to take all steps necessary to remove the applicable Seller's Rx Data from its active servers and dispensing system.

(b) During the period from the date of this Agreement until each Closing, Sellers shall reasonably cooperate with Purchaser to provide access to each Store Buy Location after normal business hours (at mutually agreed days and times) in order to install wiring for communication devices and other store systems (including computers and other systems) and take other similar action at such Store Buy Location, all at Purchaser's cost and without causing damage to, or disruption to the normal operations of, such Store Buy Location. Purchaser agrees to repair and otherwise indemnify Sellers for any damage, or any harm or damages to any third party (substantiated through payments from any Seller to such third party), to the extent caused by the exercise of its rights pursuant to this Section 6.2(b). Sellers' obligation to provide the foregoing access shall be conditioned on the requirement that Purchaser shall not unreasonably interfere with the Sellers' Business.

(c) The information provided pursuant to this Section 6.2 will be used solely for the purpose of consummating the Transactions, and will be governed by all the terms and conditions of the Confidentiality Agreement, which Confidentiality Agreement shall not terminate upon the execution of this Agreement notwithstanding anything to the contrary therein but shall be deemed modified by the terms hereof. Purchaser will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors.

(d) Following each Closing Date, Purchaser shall make the Protected Health Information (as defined at 45 C.F.R. 160.103) that is part of Seller's Rx Data available for access to patients and disclosure to other authorized third (3rd) parties in accordance with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) and the federal regulations ("HIPAA Rules") published at 45 CFR parts 160 and 164 and any applicable state privacy and security Laws regarding individually identifiable health information and other applicable Laws. For the purposes of this Agreement, Protected Health Information shall have the same meaning as such term is defined in 45 CFR 160.103. Seller acknowledges and agrees that notwithstanding the foregoing, Purchaser shall not assume any legal obligations or liabilities of Sellers under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to each Closing Date. All inquiries, including those relating to patient rights or the Seller's obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to each Closing Date shall be forwarded to Sellers or their designated agent for handling. For a period of six (6) years after each Closing Date, Sellers shall maintain a designated point of contact and provide written notice to Purchaser of the postal address of such designated point of contact (including updated written notice within five (5) Business Days should such address or such designated point of contact change).

(e) Purchaser will not, and will not permit any member of the Purchaser Group to, contact any customer, supplier, lessee, lessor, lender, licensee, licensor, distributor, noteholder, agent of any union representing Business Employees or other material business relation of any Seller prior to the Closing with respect to any Store, the Business or the Transactions, in each case without the prior written consent of Sellers for each such contact, provided, that such consent shall not be unreasonably delayed, denied or withheld and, provided, further, that this prohibition shall not apply (i) to any lessor or lessee with respect to any Acquired Real Property or Acquired Leased Real Property or (ii) to any material business relation that Purchaser and Sellers have in common including any supplier, licensor, distributor in the ordinary course of Purchaser's business and solely to the extent such contact is unrelated to the Acquired Assets or the Transactions.

Section 6.3 Employee Matters.

(a) From and after the Sale Order Date, the Parties shall reasonably cooperate and coordinate to provide Purchaser the opportunity, [REDACTED]

[REDACTED] for potential employment by Purchaser following the respective Closing. Such access shall be conducted outside such Eligible Employees' work shifts with Sellers, in each case at such time mutually agreed upon by the Parties, and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Stores; provided, that Seller shall reasonably cooperate with Purchaser so as to allow Purchaser to conduct such interviews and evaluations on a timely basis. Purchaser shall neither offer any Eligible Employee the opportunity to commence employment with Purchaser nor solicit any Eligible Employee to cease employment with Sellers, with an effective date that is prior to the applicable Store closing. Purchaser shall not permit any such Eligible Employee to commence employment with Purchaser prior to such Eligible Employee ceasing to be employed by Sellers, other than for purposes of training such Eligible Employee for Purchaser's business operations, which the Parties shall, in cooperation with each other, coordinate to arrange outside of such Eligible Employee's work shifts and without unreasonable disruption to the operation of the applicable Store; provided, that, to the extent permitted by applicable Law, commencing one (1) day after the date hereof Seller and Purchaser shall cooperate and coordinate for Eligible Employees that have accepted an offer of employment from Purchaser with a start date that is after the applicable Store closing for such Eligible Employee to complete Purchaser's onboarding and associated training during the Eligible Employee's work shift without unreasonable disruption to the operation of the applicable Store, and Purchaser shall reimburse Seller for all of the associated payroll load associated with such Eligible Employee's worked hours dedicated to completing Purchaser's onboarding or training, as applicable. For the avoidance of doubt, nothing in this Section 6.3(a) is intended, or shall be construed, to impose onto Sellers an obligation to train, or provide training to, any Eligible Employee (including, with respect to Purchaser's business operations, processes, procedures, or otherwise).

(b) Notwithstanding anything contained herein to the contrary, Purchaser and Sellers agree that Purchaser has not offered any terms of employment to any Eligible Employees

as consideration for the sale contemplated herein. Purchaser may (but is under no obligation to) hire certain Eligible Employees; provided, that, if required, and in Purchaser's sole discretion, such Eligible Employees meet Purchaser's standards for similarly situated employees and subject to satisfactory completion of Purchaser's standard hiring process and procedures (including drug and background checks). The Parties acknowledge that Purchaser shall be free to exercise full discretion in applying its customary standard hiring practices, processes, procedures and policies, subject to applicable Law. It is agreed that in the event that any Eligible Employee shall be employed by Purchaser as the result of each Closing, then such individual Eligible Employee shall be an "employee-at-will" of Purchaser, and Purchaser shall have no contractual obligation with regard to such employment.

Purchaser shall notify Sellers in a reasonably prompt timeframe of acceptances of employment offers by Eligible Employees, together with related information such that Sellers may be able to evaluate any Liabilities of Sellers with respect to such Eligible Employees. Nothing herein shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any Eligible Employees will accept any employment offer from Purchaser, or that any Eligible Employee will continue in employment with Purchaser following the applicable Closing for any period of time.

(c) Notwithstanding anything contained herein to the contrary, Purchaser is not assuming any liability or obligations related to any Eligible Employee, Sellers' terminated employees or other employees (including current or former contingent workers, contractors, seasonal workers or temporary workers) of Sellers or related to the Store, including: (i) any accrued or unpaid salaries, wages, bonuses or incentive payments, vacation, payroll Taxes, retirement plan payables, obligations or liabilities, liability for any U.S. Equal Employment Opportunity Commission charge, any State Agency Administrative Charge, or any Federal, State or Local Enforcement Agency action, OSHA, wage and hour claim, unemployment compensation claim or workers' compensation claim or policy violation claim, grievance or claim of unfair labor practices, discrimination, harassment, or retaliation claim, or any lawsuit or class action lawsuit, putative or pending, arising from events occurring or conditions existing on or prior to each Closing Date (such obligations are deemed to be Excluded Liabilities); (ii) any obligation to offer them continued employment, additional leave, state or local sick pay reinstatement, reinstatement or reassignment or to offer them or their qualified beneficiaries the opportunity to elect healthcare continuation coverage, compensation and other benefits, any obligation under the Consolidated Omnibus Budget Reconciliation Act, vacation or paid sick time, payroll Taxes, leave of absences (e.g., FMLA benefits), retirement plan payables and any liabilities or obligations with respect to any benefit plan or any other employee benefit or retirement plan or policy or any liabilities, multiemployer plan liabilities (including any withdrawal liabilities with respect thereto) or obligations arising from the termination or liquidation of any benefit plan; (iii) any liability or potential liability for any claims arising out of any Eligible Employee's employment or termination of employment with Sellers, including contract, wrongful termination, unfair labor practices, discrimination, harassment or retaliation, failure to accommodate, ERISA, wage and hour, health and safety, FMLA or other protected

leave time, tort, unemployment compensation, workers' compensation, or claim for violation of personnel policy or practice; and (iv) any liability or obligation relating to or arising with respect to any individual acting as an independent contractor or contingent workers of Sellers or with respect to the Store or any benefit plan, including any liability relating to the termination of such independent contractor or contingent worker relationship, or characterization thereof, on or prior to each Closing Date. Without limiting the foregoing, no benefit plan (including, for the avoidance of doubt any multiemployer plan (as defined under Section 3(37) and 4001 of ERISA), or obligation or liability related to any benefit plan, will be transferred to Purchaser or any of its Affiliates or to any plan of Purchaser or any of its Affiliates, and all such benefit plans and related obligations and liabilities will remain with Sellers, whether prior to, on or after each Closing, except that the Purchaser in its sole and absolute discretion may accept certain qualified 401(k) plan assets as a qualified rollover. Without limiting the foregoing, Sellers will be solely responsible for all wages, benefits, sick leave, vacation or other paid time off accrued, but not yet taken, by its employees and such accrued amounts are deemed to be Excluded Liabilities.

(d) Sellers agree to provide any required notice under, and shall be responsible for any notifications and liability under, the Workers' Adjustment and Retraining Notification Act (the "WARN Act") and any similar state or local law or regulation relating to "plant closing" or "mass layoff" (in each case as defined in the WARN Act) or group termination or similar event with respect to Business Employees who are terminated by Sellers on or prior to each Closing Date (including as a result of the consummation of the Transactions).

(e) It is expressly agreed and understood that neither Purchaser nor Sellers has any right, power or authority to control, direct or regulate the labor relations and human resources policies and procedures of the other, that neither is deemed to constitute the agent or representative of the other, and that neither is liable in any manner whatsoever for the acts or omissions of the other, its agents, representatives or employees. Sellers shall have sole and exclusive responsibility for the operation and management of the Stores and the Acquired Assets at all times prior to each Closing Date, for the employment and control of the Eligible Employees, for compliance with all applicable Laws governing the employment relationship with the Eligible Employees, and for compliance with the terms of any employment policies, compensation, or benefit plan or agreement.

(f) No provision of this Section 6.3 shall create any third party beneficiary or other rights in any Eligible Employee or former employee or independent contractor or contingent worker (including any beneficiary or dependent thereof) or union representative of any such Eligible Employee of Sellers or of any of their Affiliates in respect of continued employment (or resumed employment) with Purchaser or any of its Affiliates and no provision of this Section 6.3 shall create any such rights in any such persons in respect of any benefits that may be provided, directly or indirectly, under any employee benefit plan or any plan or arrangement which may be established by Purchaser or any of its Affiliates. No provision of this Agreement shall constitute a limitation on rights of Purchaser or any of its Affiliates to amend, modify or terminate any such plans or arrangements of Purchaser or any of its affiliates. The terms and conditions of this Section 6.3 shall survive each Closing.

(g) In the event any Seller previously entered into any agreements with any Eligible Employee or any former employee of Sellers, including any former employee of Sellers

in a leadership or managerial position, pursuant to which such Eligible Employee agreed to be bound to any restrictive covenants for the benefit of any Seller (the “Restrictions”), then in connection herewith, each Party acknowledges and agrees that in preparation for and following the applicable Closing, but subject to the other terms of this Section 6.3, (i) Purchaser and its Affiliates may engage any of the Eligible Employees or former Seller employees in any capacity on a non-exclusive basis pursuant to terms that comply with all applicable Laws; (ii) each applicable Seller hereby waives the Restrictions that would conflict with or prevent any such Eligible Employees or former Seller employees from engaging in any of the foregoing actions or from being engaged by Purchaser or its Affiliates in any capacity; and (iii) neither any Seller nor any Seller will not assign any Restriction to any third party of their Affiliates shall take any action or enter into any agreement that would conflict with or prevent Purchaser or its Affiliates from engaging in the foregoing actions.

Section 6.4 Regulatory Notices and Clearances.

(a) Subject to Section 6.5, Sellers will (i) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with any filings made by the Purchaser Group pursuant to Section 6.4(b), including consenting to allow members of Purchaser Group to have contact with appropriate officers, managers, directors, or employees reasonably required to make such filings and obtain any necessary consents or clearances, and (ii) (A) supply promptly any additional information and documentary material that may be requested in connection with the filings made pursuant to this Section 6.4(a) or Section 6.4(b) and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Subject to Section 6.5, Purchaser and Sellers (where applicable) will, and will cause its Affiliates and Advisors to, (i) submit (or be in a position to submit), to the Oregon Health Authority, to the extent legally required, a notice of material change transaction as promptly as practicable and no later than three (3) Business Days following the Sale Order Date; (ii) submit (or be in a position to submit) (along with the Purchaser and its Affiliates) to the Washington Attorney General, to the extent legally required, a notice of material change transaction form no later than one (1) Business Day following the date the notification form required pursuant to the HSR Act for the Transactions is submitted (together with Section 6.5(b), the “State Transaction Notification Laws”); (iii) submit to the Oregon Board of Pharmacy a fully completed Application for Registration Retail/Institutional Drug Outlet and a Non-Prescription Drug Outlet Class A Application with all required supporting materials with respect to the ownership change for each Oregon Store Buy Location as promptly as practicable and no later than ten (10) Business Day(s) following the Sale Order Date; (iv) submit to the Washington State Department of Health a fully completed Certificate of Waiver Medical Test Site (MTS) Application Packet with all required supporting materials with respect to the change of ownership for each Washington Store Buy Location which possesses such a license as promptly as practicable and no later than seven (7) Business Day(s) following the Sale Order Date; (v) timely make or cause to be made all other filings and submissions required to be made by any member of the Purchaser Group under any applicable Laws for the consummation of the Transactions (including, for the avoidance of doubt, any required alcohol and liquor licenses), if any; (vi) (A) in the case of Purchaser, cooperate with Sellers in exchanging such information and providing such assistance as Sellers may reasonably request in connection with any filings

made by a Seller pursuant to Section 6.4(a) and (B) in the case of Sellers, cooperate with Purchasers to, among other things, supply to Purchaser promptly any information and documentary material and, as applicable, signatures from the appropriate Licensed Personnel of Sellers, that may be requested in connection with the filings made pursuant to this Section 6.4(b) or Section 6.4(a). Purchaser shall not be deemed to be in breach of its obligations to make filings as of a date certain in the event that Sellers are in breach or default of their obligations to supply information or documentary material and signatures to Purchaser, or to take such actions as may be reasonably requested by Purchaser to allow Purchaser to make such filings pursuant to this Section 6.4(b) and Section 6.4(a) accurately and completely.

(c) Sellers shall use reasonable best efforts to cooperate with Purchaser to pursue the transfer of or in the application for replacement, as applicable, of all Acquired Permits or new Healthcare Permits, as applicable. Additionally, except as otherwise expressly provided in a Power of Attorney, Purchaser expressly disclaims and declines assumption of any of Sellers' pharmacy licenses and permits, DEA registrations, third party provider numbers, and any and all other governmental approvals, licenses, permits, and clearances held by Sellers in connection with the Business, including the alcohol licenses (as defined by, or pursuant to the framework of, each respective Store Buy Location jurisdiction's statutory or regulatory framework), that shall not be otherwise transferred to Purchaser pursuant to this Section 6.4(c). Notwithstanding the foregoing, Purchaser shall not be deemed to have assumed any and all obligations or liabilities, as applicable, of the Sellers or the Acquired Assets with respect to all such foregoing governmental approvals, licenses, permits, and clearances arising from or related to acts or omissions occurring on or prior to each Closing Date and said obligations or liabilities, as applicable, shall remain with Sellers and such obligations or liabilities shall be deemed Excluded Liabilities. The terms and provisions of this Section 6.4(c) shall survive each Closing.

(d) In the event that any governmental approvals, licenses, permits, and clearance issued by any Governmental Body necessary for Purchaser's ownership or operation of the Store Buy Locations (including any Acquired Permit or other Healthcare Permit), in each case as described on Schedule 6.4(d), shall not have been effectuated to the benefit of Purchaser as of each Closing Date, as contemplated by the preceding Section 6.4(c), Sellers shall allow Purchaser the right to use any such governmental approvals, licenses, permits, and clearances as Purchaser may require pursuant to a Power of Attorney and any other instruments and agreements as are reasonably necessary, in Purchaser's discretion, to allow Purchaser to utilize the Sellers' governmental approvals, licenses, permits, and clearances, in each case, as described on Schedule 6.4(d), to the extent permitted under applicable Law, in Purchaser's ownership or operation of the Store Buy Locations. Such Power of Attorney shall be delivered by Sellers on or before each Closing Date and shall be effective until, in the case of the applicable provider numbers, the transfer is completed or, at Purchaser's election, Purchaser is issued new provider numbers and, in the case of any other applicable governmental approvals, licenses, permits, and clearances, the aforementioned is effectuated by the Governmental Body, or, at Purchaser's election, Purchaser obtains new authority directly from the Governmental Body in the name of Purchaser; provided, that the term of such Power of Attorney shall end upon the later to occur of: (x) the lapse of ninety (90) days following the issuance of such Power of Attorney, unless despite Purchaser's good faith efforts and a result of delays by an applicable Governmental Body, Purchaser has not obtained the applicable approvals, licenses, permits or clearances, in which case the Power of Attorney will automatically extend for an additional thirty (30) days; or (y) the receipt of a clearance (or similar

actions or instruments) from the appropriate Governmental Body. Seller shall not intentionally surrender, cancel or terminate any third party provider numbers, government approvals, licenses or permits, as applicable, that are the subject of the Power of Attorney while the Power of Attorney is in effect.

(e) Sellers shall send all required notifications and applications concerning of the sale of the Acquired Assets hereunder and the closing of the Stores to all applicable Governmental Bodies. Sellers shall surrender the pharmacy licenses for the File Buy Locations to the applicable Governmental Bodies immediately after each Closing Date and supply evidence thereof to Purchaser. Seller shall, within two (2) Business Days following each Closing Date, forward to Purchaser a completed W-9 Form, a copy of Sellers' notice letters to the applicable state boards of pharmacy, and a copy of Sellers' notice letters to the DEA. The W-9 Form and notice letters may be forwarded to Purchaser at: MaryEllen.Cotnoir@CVSHealth.com.

(f) This Section 6.4 shall not apply to efforts related to the HSR Act, which shall be governed by the obligations set forth in Section 6.5 below, except with respect to the timing of any filings made pursuant to this Section 6.4 which shall be governed by Section 6.5 (unless otherwise specified).

Section 6.5 **Antitrust Notification**

(a) Sellers and Purchaser (and their respective Affiliates, if applicable) will, as promptly as practicable and no later than [REDACTED] following the Sale Order Date, provided that the Bankruptcy Court enters the Sale Order on or about the date set forth Article V hereof, file with the United States Federal Trade Commission and the United States Department of Justice, the notification form required pursuant to the HSR Act for the Transactions, which form will request early termination of the waiting period prescribed by the HSR Act. Each Seller and Purchaser shall (and shall cause their respective Affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and will respond to any requests made for any supplemental information by any Governmental Body as promptly as practicable. The filing fees payable in connection with such filings shall be borne solely by Purchaser.

(b) Subject to the immediately following sentence, Sellers and Purchaser will use their reasonable best efforts to as promptly as practicable (and in any event prior to the Outside Date) obtain any clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations required under the HSR Act for the consummation of this Agreement and the Transactions and will keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, any Governmental Body and will comply promptly with any such inquiry or request. Purchaser in its sole discretion may determine in good faith that, in order to expedite or increase the likelihood of any clearances, Consents, approvals, waivers, actions, waiting period expirations, terminations, non-actions, or other authorizations required under the HSR Act or the State Transaction Notification Laws for the consummation of this Agreement and the Transactions, it may, with the consent of Sellers (not to be unreasonably withheld or delayed) exclude any Store, which Store, upon such good faith determination, shall be deemed an

“Excluded Store”, and any Acquired Assets or Assigned Contracts used in connection with such Excluded Store(s) from the Transactions and reduce the Purchase Price proportionately. Purchaser and Sellers agree that reasonable best efforts under this Section 6.5(b) and Section 6.5(a) shall not require Purchaser or its Affiliates to: (i) enter into a consent decree, consent agreement, settlement or other agreement or arrangement (including any customary ancillary agreements) containing Purchaser’s agreement to hold separate, license, sell, transfer, dispose or divest (pursuant to such terms as may be required by any Governmental Body) such assets (whether tangible or intangible), rights, properties, products or businesses of Purchaser and its Affiliates (including, after each Closing, the Acquired Assets), (ii) agree to the termination, modification, or assignment of existing relationships, joint ventures, Contracts or obligations of Purchaser and its Affiliates (iii) deem any Store an Excluded Store pursuant to this Section 6.5(b); (iv) defend through litigation or arbitration any legal action seeking to restrain, enjoin or otherwise prohibit one or more Transactions, (v) substantially comply with any requests for additional information and documentary material, subpoena, civil investigative demand, or comprehensive review; or (vi) agree to such limitations on conduct or actions of members of Purchaser and its Affiliates after each Closing as may be required in order to obtain satisfaction of the closing conditions set forth in Section 8.1(a) as promptly as practicable, in each case, so as to allow the consummation of this Agreement and the Transactions as soon as practicable and, in any event, prior to the Outside Date.

(c) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, Consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the HSR Act and the State Transaction Notification Laws at the earliest practicable dates (and in any event prior to the Outside Date). Such reasonable best efforts and cooperation shall include each Party and its respective counsel undertaking to (i) promptly notify the other Party or its counsel of, and, if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of), any communication received by such Person from a Governmental Body in connection with the filings made pursuant to this Section 6.5 and (ii) keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any Governmental Body in connection with this Agreement and the Transactions and any developments, meetings or discussions with any Governmental Body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, Consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial Action or proceeding under applicable Laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any Governmental Body with respect to this Agreement and the Transactions. Neither Sellers nor Purchaser will participate in any substantive meeting or discussion with any Governmental Body with respect of any such filings, applications, investigation or other inquiry relating to the Transaction without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such Governmental Body. Sellers will have the right to review the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written

materials submitted therewith) to be submitted to any Governmental Body in advance of any such submission. Notwithstanding anything to the contrary contained in this Agreement, Purchaser shall, after consultation with the Sellers and consideration of the Sellers' views in good faith (in particular, with respect to ensuring accuracy and consistency with any other similar reviews of Sellers' transactions relating to the Bankruptcy Cases), have principal responsibility for directing, devising, and implementing the strategy for obtaining any necessary approval of, for responding to any request from, inquiry by, or investigation by (including directing the timing, nature, and substance of all such filings or responses), for the determination of any actions to be taken under Section 6.5 with respect to, and for leading all meetings and communications with, any Governmental Body relating to the HSR Act or any State Transaction Notification Laws. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 6.5, each Party may (1) designate such material as restricted to "outside counsel only" and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Acquired Assets.

Section 6.6 Further Assurances.

(a) From time to time, as and when requested by any Party and at such requesting Party's expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence and effectuate the Transactions.

(b) Notwithstanding the foregoing, during the period commencing on the date hereof and ending on the Closing Commencement Date, Purchaser and Sellers shall negotiate in good faith a back-license in favor of the Sellers with respect to any Acquired Bartell Intellectual Property, which license shall permit the Sellers to operate the Excluded Assets in the Ordinary Course until the final liquidation or dissolution thereof (to be completed within [REDACTED] following the Closing Commencement Date).

Section 6.7 Insurance Matters. Purchaser acknowledges that, upon each Closing, all nontransferable insurance coverage that is maintained by such Seller or its Affiliates (whether such policies are maintained with third party insurers or with any Seller or its Affiliates) and provided in relation to any Seller and the Acquired Assets for such Closing shall cease to provide any coverage to such Acquired Assets and no further coverage shall be available with respect to such Acquired Assets under any such policies. The foregoing notwithstanding, each Seller shall either (a) maintain, at its own expense and for a period of three (3) years following the last Closing Date hereunder, its existing insurance coverage with respect to events relating to druggist liability occurring prior to the last Closing Date, or (b) purchase tail coverage for a period of three (3) years after the last Closing Date hereunder covering any and all such occurrences prior to each Closing, and which are not reported until after such Closing Date.

Section 6.8 Receipt of Misdirected Assets; Liabilities.

(a) From and after each Closing, if any Seller or any of its respective Affiliates receives, or determines that it has retained, any right, property or asset that is an Acquired Asset in such Closing, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to Purchaser, and such asset will be deemed the property of Purchaser held in trust by such Seller for Purchaser until so transferred. From and after each Closing, if Purchaser or any of its Affiliates receives any right, property or asset that is an Excluded Asset, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such asset will be deemed the property of such Seller held in trust by Purchaser for such Seller until so transferred.

(b) From and after the Closing, and, to the extent allowed by applicable Law or other approval from the relevant Governmental Body, each Seller grants Purchaser and its Affiliates a license to use, at Purchaser's election, such Seller's billing identification information (which information shall include each Seller's name, Medicaid provider numbers, federal employer identification numbers, and such other information as may be reasonably necessary) for purposes of submitting claims to Medicaid for services provided at the Store Buy Locations by Purchaser or its Affiliates after the Closing. Each such license shall be effective until the applicable Medicaid program(s) or program agent(s) approves Purchaser's (or its Affiliate's) provider enrollment application and/or approves assignment of the applicable provider contract and issues the appropriate notice acknowledging that Purchaser (or its Affiliate) may be reimbursed by the applicable Medicaid Program for claims submitted using Purchaser's (or its Affiliate's) identification information. So long as such license remains in effect, Seller (or its Affiliate) shall not act to: (i) terminate any of their billing identification information except as required by applicable Law; (ii) close any accounts used by Sellers prior to the Closing Date for purposes of receiving reimbursement; or (iii) cancel any electronic funds transfer agreements with respect to Medicaid. All accounts receivable and monies collected by any Seller or Seller Affiliate for services provided at the Store Buy Locations after the Closing shall belong to Purchaser and/or its Affiliates, and Seller shall transmit any such monies collected to Purchaser within ten (10) Business Days of receipt of such monies.

(c) From and after each Closing, if any Seller or any of its Affiliates is subject to a Liability that should belong to Purchaser or its Affiliates in such Closing pursuant to the terms of this Agreement, such Seller shall promptly transfer or cause such of its Affiliates to transfer such Liability to Purchaser, and Purchaser shall assume and accept such Liability. From and after each Closing, if Purchaser or any of its Affiliates is subject to a Liability that should belong to a Seller or its Affiliates pursuant to the terms of this Agreement, Purchaser shall promptly transfer or cause such of its Affiliates to transfer such Liability to the applicable Seller or its Affiliates, and such Seller or its Affiliates shall assume and accept such Liability; provided, however, that any failure of Purchaser or any of its Affiliates to transfer such Liability shall not preclude Purchaser from seeking indemnification pursuant to the terms of Section 7.2 hereof.

Section 6.9 Acknowledgment by Purchaser.

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted an independent investigation and verification of the Business, the Acquired Assets, and the Assumed Liabilities, and, in making its determination to proceed with the Transactions, Purchaser and the Purchaser Group have relied solely, are relying, and will rely, solely, on the Express Representations and the results of the Purchaser Group's own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom, any Information Presentation, or the Projections or any other information, statements, disclosures or materials, in each case, whether written or oral, made or provided by or on behalf of any Seller, its Affiliates or its respective Advisors, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations).

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Purchaser Group of the Acquired Assets, Purchaser and the members of the Purchaser Group, and the Advisors of each of the foregoing, have received or may receive, from or on behalf of any Seller, or other Seller Parties, certain projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the Information Presentation, Dataroom, management meetings, etc.) (collectively, "Projections"). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) such Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of the Acquired Assets, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv) Purchaser is making its own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(c) Subject to, and in accordance with the provisions of Article VII hereof, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it will not assert, institute, or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.9, including any such Action with respect to the distribution to Purchaser or any member of the Purchaser Group, or Purchaser's or any member of the Purchaser Group's use, of the information, statements, disclosures or materials in the Information Presentation, the Dataroom or Projections or any other information, statements, disclosures, or materials, in each case whether written or oral, provided by them or any Seller or any failure of any of the foregoing to disclose any information.

(d) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the covenants and agreements contained in this Section 6.9 (i) require performance after each Closing to the maximum extent permitted by applicable Law and (ii) are an integral part of the Transactions and that, without these agreements set forth in this Section 6.9, Seller would not enter into this Agreement.

(e) Notwithstanding anything set forth in this Section 6.9 or elsewhere in the agreement to the contrary, no Party is disclaiming or waiving any claim based on Fraud or any claim for indemnification of Losses as provided in Article VII hereof.

Section 6.10 **Additional Agreements of the Parties.**

(a) **Advertising.** Except with respect to that Intellectual Property that is part of the Acquired Assets, Purchaser shall not have the right to use any of Seller's trade names, "doing business as" names, or other Intellectual Property other than in a fair use manner; provided, however, from and after any Closing for a File Buy Location or Store Buy Location, Purchaser shall have the right to use Seller's trade names, "doing business as" names and other similar Intellectual Property at such Store or any other location of Purchaser, or in directed or general customer communication materials, for the purposes of notifying customers that the Transaction has occurred and, with respect to File Buy Locations, that the pharmacy at such Store has closed and the prescription files have been transferred to Purchaser's stores and providing such other information as may be necessary, in Purchaser's reasonable opinion, to facilitate and provide the Purchaser the benefit of such File Buy Location. From and after any Closing for a Store, for a period of thirty (30) days following such Closing, at Purchaser's request, Sellers shall arrange to have Sellers' websites display a message notifying the public of the transfer of the prescription files to Purchaser from Sellers as described herein and providing contact information for Purchaser and its pharmacies or a link to Purchaser's websites, as applicable. Such message shall be in form and substance acceptable to the Parties and in compliance with any applicable Laws.

(b) **DSCSA.** Seller agrees to provide Purchaser with all product tracing information and other information required by the Drug Supply Chain Security Act ("**DSCSA**") for the prescription merchandise to be purchased by Purchaser under Section 1.1(b), including transaction histories, transaction statements, and transaction information, for such merchandise (collectively, the "**DSCSA Records**"). At no additional cost to Purchaser, Seller shall fully cooperate and assist Purchaser, at least thirty (30) days prior to each Closing Date, in Purchaser's efforts to effect a transfer of the DSCSA Records on each Closing Date using such means and efforts as determined by Purchaser in its reasonable discretion. Such cooperation shall include Seller taking such acts as may be necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any DSCSA Records on behalf of Seller, as may be necessary to facilitate the transfer of all DSCSA Records to Purchaser.

(c) **CSOS.** With respect to Seller's Controlled Substances Ordering System ("**CSOS**"), Seller agrees to: (i) maintain a person designated as its CSOS Coordinator for Seller's CSOS system for at least two (2) years following each Closing Date (or any longer period required by applicable state Law); (ii) provide Purchaser with the appropriate contact information to direct the DEA to this person; (iii) maintain its CSOS system, including electronic records in original form, for at least two (2) years following each Closing (or any longer period required by applicable state Law); (iv) provide Purchaser with hardcopies of all CSOS-related records for the two (2)-year period preceding each Closing (or any longer period required by applicable state Law) at or before each Closing Date, including records of all orders placed and received via Seller's CSOS system (the orders and any disposition data (quantity received, date received, any statements of nonacceptance, etc.) must be clearly associated with each other), and DEA Forms 222 from the two (2) years preceding each Closing Date (or any longer period required by applicable state Law); and (v) revoke any former Business Employees' CSOS signing privileges following each Closing Date and inform the DEA of such revocation (Seller shall provide Purchaser copies of such communications to verify the foregoing). The terms and provisions of this Section 6.10 shall survive each Closing.

(d) Risk of Loss or Damage. Subject to the consummation of the Transactions, upon the happening of any material loss, damage or taking with respect to a Store Buy Location prior to consummation of Closing for such Store Buy Location, which loss, damage or taking has, or is reasonably anticipated to have, a Material Adverse Effect on such Store Buy Location, Purchaser shall have the option to (i) terminate this Agreement solely with respect to any Target Store Buy Location ("Material Loss Target Store Buy Location") or (ii) consummate a Transaction with respect to such Material Loss Target Store Buy Location or any other Store Buy Location and Purchaser shall be entitled to any insurance monies (net of Sellers' copays and reasonable and documented out-of-pocket costs and expenses of seeking recovery) collectible for such loss or damage and Seller shall apply all proceeds received by Sellers from condemnation or right of eminent domain proceedings or by conveyance in lieu of condemnation (net of Sellers' reasonable and documented out-of-pocket costs and expenses of seeking recovery) against the Purchase Price. In the event that Purchaser exercises its rights under clause (i) hereof, this Agreement shall be of no force or effect with respect to any Material Loss Target Store Buy Location or the Acquired Assets related thereto.

Section 6.11 Notices of Certain Events. From the Sale Order Date until each Closing Date, each Party shall promptly notify the other Parties of:

(a) any written notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the Transactions;

(b) any material written notice or other written communication from any Governmental Body with respect to the Transactions; and

(c) any change or fact of which it is aware that will or is reasonably likely to result in any of the conditions set forth in Article III becoming incapable of being satisfied.

Purchaser's receipt of information pursuant to this Section 6.11 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Sellers in this Agreement and shall not be deemed to amend or supplement the Schedules.

Section 6.12 Non-Competition.

(a) Covenants. As a material inducement to Purchaser to enter into this Agreement, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, except as set forth in Section 6.12(c), Sellers agree that they and their Subsidiaries, successors and successors by reorganization or liquidation, will not, directly or indirectly, during the period commencing on the Closing Date with respect to each Store and its respective Territory and expiring on [REDACTED] (the "Restrictive Period"): (a) anywhere within a [REDACTED] of each Store and Designated Purchaser store designated on Exhibit B (the "Territory"), either directly or indirectly, be employed by, form, acquire, invest in, finance, own, operate, manage, consult with, assist, support, provide directly or indirectly with, whether as a stockholder, partner, lessor, lessee, member, joint venture, advisor, employee, consultant or independent contractor, an enterprise that is engaged in, in whole or in part, the business of any pharmacy (retail or otherwise), drug store or health and beauty aid

store or similar operation, as applicable, or selling or otherwise providing any other products or services competitive with, or having the same applications as, any products or services now sold by the Sellers in the conduct of the Business; (b) hire, engage, employ or interfere with, or attempt to hire, engage, employ or interfere with, either directly or indirectly, any employees, representatives or agents of Purchaser, or any of its Affiliates in the Territory or any Purchaser Hired Employees, or induce or attempt to induce, either directly or indirectly, any of them to leave the employ of Purchaser or any Affiliate, or violate the terms of his or her employment or other contract with Purchaser or any Affiliate; or (c) call upon, solicit, advise or otherwise do or attempt to do, business with any clients, suppliers, customers or accounts of the business of Purchaser or any Affiliate in the Territory or take away or interfere or attempt to take away or interfere with any custom, trade, business or patronage of the business of Purchaser, or any Affiliate in the Territory. “Purchaser Hired Employees” means any employee employed by Sellers at any of the Stores and hired by Purchaser or its Affiliates within [REDACTED] of the Closing for such Stores.

(b) Remedies. Sellers hereby agree that any breach of the provisions of this Section 6.12 may cause irreparable damage to Purchaser and in the event of such breach Purchaser shall have available all its right and remedies at law or in equity, including the right to injunctive relief. Purchaser shall not be required to post any bond or any other security when seeking any such remedy, including any injunctive relief. The terms and provisions of this Section 6.12 shall survive the respective Closing. If any restriction contained in this Section 6.12 is held by any court to be unenforceable, or unreasonable, as to time, geographic area or business limitation, Sellers agree that such provisions shall be and are hereby reformed to the maximum time, geographic area or business limitation permitted by applicable Laws. The Parties further agree that the remaining restrictions contained in this Section 6.12 shall be severable and shall remain in effect and shall be enforceable independently of each other.

(c) Exceptions. Notwithstanding anything to the contrary contained herein, Sellers shall be permitted to (i) conduct “going out of business” sales at and liquidations of the Stores at File Buy Locations following, and to be completed within [REDACTED] following, their respective Closings and (ii) continue to own and operate any existing retail locations (other than the Stores) within the Territory (such Stores, the “Retained Stores”) in the Ordinary Course; provided, however, that Sellers shall be prohibited from expanding or relocating any Retained Stores to other locations within the Territory or opening or acquiring, directly or indirectly (including through the acquisition of, or by, any Person outside the Territory) any new retail locations within the Territory during the Restrictive Period, as applicable. In the event one or more of such Retained Stores, or assets and properties thereof, are exchanged, sold or otherwise transferred to a third party, such exchange, sale or transfer shall not include any Seller tradenames, “doing business as” names or other similar Intellectual Property of Sellers or the right to operate under any of the foregoing.

Section 6.13 No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable Law (including under Section 363 of the Bankruptcy Code), upon each Closing, Purchaser shall not be deemed to: (a) be the successor of any Seller, (b) have, *de facto*, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of Sellers or (d) be liable or have any Liability for any acts or omissions of Sellers in the conduct of their businesses or arising under or related to the Acquired Assets other than as expressly set forth and agreed in this Agreement. Without

limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that Purchaser shall have no Liability for any Encumbrance (other than the Assumed Liabilities and Permitted Encumbrances on the Acquired Assets) to which any Seller or any of Sellers predecessors or Affiliates are subject or for which they are liable, and Purchaser shall have no successor or vicarious liability of any kind or character whether known or unknown as of any Closing Date or in connection with the transactions contemplated to occur on any Closing, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the businesses of Sellers, the Acquired Assets or any Liability of Sellers arising prior to, or relating to any period occurring prior to, the Closing Date. The Parties agree that the Sale Order shall contain provisions substantially in the form set forth in this Section 6.12(c).

ARTICLE VII INDEMNIFICATION MATTERS

Section 7.1 **Survival of Representations, Warranties and Covenants.** All representations and warranties in this Agreement and any Transaction Agreement shall survive the applicable Closing until the eighteen (18) month anniversary following the applicable Closing. The covenants and agreements, obligations and undertakings of each Party set forth in this Agreement and any Transaction Agreement that by their terms apply or are to be performed in whole or in part on or prior to the applicable Closing shall survive the applicable Closing until the eighteen (18) month anniversary following the applicable Closing. The covenants and agreements, obligations and undertakings of each Party set forth in this Agreement and any Transaction Agreement that by their terms apply or are to be performed in whole or in part after the applicable Closing shall survive each Closing in accordance with their respective terms; provided, however, that (a) if no term is specified, then such covenants and agreements, obligations and undertakings, shall survive for eighteen (18) months following the applicable Closing and, (b) nothing in this Section 7.1 shall be construed to modify, limit or supersede Section 9.2 (the applicable survival date set forth in this Section 7.1, the “Survival Date”). Notwithstanding anything to the contrary in this Agreement, each Party shall retain all rights and remedies in respect of Fraud, and nothing herein shall preclude any Party hereto from commencing an action or asserting claims related to Fraud.

Section 7.2 **Indemnification for the Benefit of Purchaser.** Subject to the provisions of this Article VII (including Section 7.4), from and after the First Closing, Sellers (the “Seller Indemnifying Parties”), jointly and severally, shall indemnify, defend, and hold harmless Purchaser, its Affiliates, representatives, successors and permitted assigns (collectively, the “Purchaser Indemnified Parties”), from and against any Losses, which any Purchaser Indemnified Party suffers as a result of any (i) breach or failure of any representation and warranty made by any Seller in any Transaction Agreement, to be true and correct, in any respect, as of the date hereof or as of the applicable Closing as though made on and as of the applicable Closing (except for representations and warranties expressly stated to relate to a specific date, in which case as of such date), (ii) any breach or failure by any Seller with respect to any covenant set forth in any Transaction Agreement to be performed prior to the applicable Closing, (iii) any breach or failure by any Seller with respect to any covenant set forth in any Transaction Agreement to be performed after the applicable Closing (iv) any Liability for Taxes of or against any Seller for all Tax periods ending on or prior to the date of the applicable Closing (including any liability for Taxes imposed on the Purchaser by reason of the waiver

provided in Section 11.18) and for that portion of all tax periods that include the date of the applicable Closing up to and including the date of the applicable Closing and (v) any Excluded Asset or any Excluded Liability; (vi) any claim by any creditor of any Seller or any third party related to the Acquired Assets arising prior to the applicable Closing Date; and (vii) Transfer Taxes.

Section 7.3 **Indemnification for the Benefit of the Sellers.** Subject to the provisions of this Article VII (including Section 7.4), from and after the First Closing, Purchaser (the “Purchaser Indemnifying Party” and with the Seller Indemnifying Parties, as applicable, the “Indemnifying Parties”) shall indemnify, defend, and hold harmless Sellers, and their respective Affiliates, representatives, successors and permitted assigns (collectively, the “Seller Indemnified Parties” and with the Purchaser Indemnified Parties, the “Indemnified Parties”) shall be indemnified by from and against any Losses which any Seller Indemnified Party suffers as a result of any breach or failure of any representation and warranty made by Purchaser in any Transaction Agreement to be true and correct as of the date hereof or as of the applicable Closing as though made on and as of the applicable Closing (except for representations and warranties expressly stated to relate to a specific date, in which case as of such date).

Section 7.4 **Limitations on Liability; Determination of Loss Amount.** Notwithstanding any other provision in this Agreement or any right or remedy available under any applicable Law:

(a)



(b) Notwithstanding any other provision of this Agreement, other than with respect to any claim of Losses arising out of Fraud, no Purchaser Indemnifying Party shall be liable to a Seller Indemnified Party under Section 7.3 until the Seller Indemnified Parties have incurred Losses in excess of, in the aggregate, the Deductible, in which case, subject to this Article VII, the Purchaser Indemnifying Parties shall only be required to pay or be liable for all such Losses in excess of the Deductible.

(c) Other than with respect to any claim of Losses arising out of a claim of Fraud, the maximum aggregate amount of indemnifiable Losses that may be recovered from the Seller Indemnifying Parties with respect to this Article VII is equal to the Indemnity Escrow Amount.

(d) Other than with respect to Losses arising out of a claim of Fraud, the maximum aggregate amount of indemnifiable Losses that may be recovered from the Purchaser Indemnifying Parties with respect to this Article VII shall not exceed .



(e) Payments by an Indemnifying Party in respect of any Losses shall be limited to the amount of any liability or damage that remains after deducting therefrom (i) any insurance proceeds that the applicable Indemnified Party has actually received (net of any increases in premiums, any deductibles paid by the Indemnifying Party, legal fees and other expenses incurred by the Indemnified Party in connection with the receipt of those proceeds) for such Losses and any indemnity, contribution or other similar payment actually received by such Indemnified Party; it being agreed that if any such insurance, indemnification, contribution or other similar proceeds are recovered by such Indemnified Party subsequent to the applicable Indemnifying Party's making of an indemnification payment hereunder, those net proceeds shall be promptly remitted to the applicable Indemnifying Party, and (ii) the amount of any Tax benefit realized by the applicable Indemnified Party or any of its Affiliates, with respect to such Losses (determined on a with and without basis). Notwithstanding the above, an Indemnified Party shall use its commercially reasonable efforts to (x) recover under insurance policies or under other contracts to which it is a party for any Losses to the extent that such Indemnified Party is entitled to recovery thereunder; provided, however, that the foregoing shall not require such Indemnified Party to commence or threaten to commence any Action prior to seeking recovery under this Article VII) and (y) mitigate any Loss including, without limitation, as may be required by the common law doctrine of mitigation in the State of Delaware.

(f) No Indemnified Party shall be entitled to recover from an Indemnifying Party more than once in respect to such Losses resulting from a single or series of related claims, including with respect to any Liabilities otherwise included in the determination of the final Purchase Price (or any such Liabilities of the type which would otherwise be included in the determination of the final Purchase Price). Any Losses for indemnification hereunder shall be determined without duplication for any Liability constituting a breach of more than one representation and warranty. The foregoing notwithstanding, in the event that any Losses are determined to be the subject matter of Section 7.2(i) and any other provision of Section 7.2, including Sections 7.2(ii) – (ix), Purchaser Indemnified Parties shall not be obligated to seek recovery solely under Section 7.2(i).

Section 7.5 **Indemnification Procedures.**

(a) In the event that subsequent to the First Closing any Indemnified Party (i) intends to seek indemnification pursuant to Section 7.2 or Section 7.3, the Indemnified Party shall promptly notify the applicable Indemnifying Parties in writing of such claim, describing such claim in reasonable detail the amount or estimated amount of such Losses and the provisions of this Agreement upon which such claim for indemnification is made (the "Claims Notice"), or (ii) receives notice of any actual or potential Action against the Indemnified Party by an Person who is not a Party hereto or an Affiliate of Party hereto (a "Third Party Claim") and for which any of the applicable Indemnifying Parties is or may be required to provide indemnification under this Agreement, the Indemnified Party shall deliver a Claims Notice to the applicable Indemnifying Parties of such Third Party Claim promptly after learning of such Third Party Claim, describing in reasonable detail the Third Party Claim, the amount thereof (if known and quantifiable), and the provisions of this Agreement upon which such claim for indemnification is made (the "Third Party Claims Notice"); provided, however, that the failure to deliver the Claims Notice, or Third Party Claims Notice, as applicable, shall not relieve the indemnification obligations of the applicable Indemnifying Parties under this Agreement, except

if and to the extent (but only to the extent that) the failure to give such prompt notice shall have prejudiced the applicable Indemnifying Parties or otherwise caused the Losses to be greater than such Losses would have been had the Indemnified Party promptly delivered the Claims Notice, or Third Party Claims Notice, as applicable, to the applicable Indemnifying Parties.

(b) In the case of any Third Party Claim, the applicable Indemnified Party(ies) shall be entitled, upon written notice to the Indemnifying Party(ies), to control and assume the defense of such Third Party Claim giving rise to any Indemnified Party's(ies') claim for indemnification at the Indemnifying Party's expense. If the Indemnified Party(ies) assume(s) the defense of such Third Party Claim in accordance herewith: (i) the Indemnifying Party(ies) may retain separate co-counsel at their sole cost and expense and participate in the defense of such Third Party Claim; (ii) the Indemnified Party(ies) shall control the investigation, defense and settlement of such Third Party Claim (subject to the limitations in this Section 7.5) and shall conduct the defense thereof in good faith and with reasonable diligence and keep the Indemnifying Party(ies) reasonably informed of material developments in the Third Party Claim at all stages thereof and promptly submit to the Indemnifying Party(ies) copies of all legal documentation received or filed in connection therewith; and (iii) the Indemnified Party(ies) shall not consent to the entry of any judgment or enter into any settlement with respect to such Third Party Claim without the prior written consent of the Indemnifying Party(ies) (which consent shall not be unreasonably denied, withheld, conditioned or delayed) provided, however, that such consent shall not be required if the judgment or settlement imposes any criminal, injunctive or other equitable relief against the Indemnified Party(ies) or requires any admission or acknowledgment of Liability or fault of the Indemnified Party(ies). If the Indemnified Party(ies) do not elect to assume the defense of any Third Party Claim, the Indemnifying Party(ies) shall defend against such matter in good faith and with reasonable diligence and keep the Indemnified Party(ies) reasonably informed of material developments in the Third Party Claim at all stages thereof and consult with the Indemnified Party(ies) and promptly submit to the Indemnified Party(ies) copies of all legal documentation received or filed in connection therewith and the Indemnified Parties will cooperate, at their expense, with and make available to the Indemnifying Parties such assistance and materials as may be reasonably requested by the Indemnifying Party(ies); provided, however, that the Indemnifying Party(ies) may not settle any such matter without the written consent of the Indemnified Party(ies) (which consent shall not be unreasonably denied, withheld, conditioned or delayed) unless the judgment or settlement provides solely for the payment of money and does not impose any injunctive or other equitable relief against the Indemnified Party(ies) nor require any admission or acknowledgment of Liability or fault of the Indemnified Party(ies).

Section 7.6 Source and Order of Payment.

(a) All Losses recoverable by a Purchaser Indemnified Party under Section 7.2 may only be recovered solely from the Indemnity Escrow Amount (subject to all of the terms, conditions and limitations hereof, including the provisions of Section 7.4).

(b) Subject to Section 7.6(a), any indemnification of an Indemnified Party pursuant to this Article VII shall be effected by wire transfer of immediately available funds from the Indemnifying Party to an account designated by the Indemnified Party, within ten (10) Business Days after the determination thereof.

(c) Any indemnification payment pursuant to this Article VII shall be deemed an adjustment to the Purchase Price, including for Tax purposes, unless otherwise required by applicable Law.

Section 7.7 Sole and Exclusive Remedy; Non-Recourse.

(a) From and after the applicable Closing, the contractual right to indemnification under this Article VII, subject to all of the terms, conditions and limitations hereof, including the provisions of Section 7.4, shall constitute the sole and exclusive right and remedy available to the Indemnified Parties for any and all Losses or other claims relating to or arising from this Agreement and the Transactions; provided, however, that notwithstanding the foregoing, this Section 7.7 will not prevent or limit (i) a cause of action for Fraud or (ii) any Person's right to seek and obtain any injunctive or other equitable relief to which any Person shall be entitled pursuant to the terms of this Agreement.

(b) Furthermore, without limiting the generality of Section 7.7(a), this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of or related to this Agreement or the Transactions or thereby may only be brought in against, the Parties and not any other Person. With respect to each Party, no past, present or future shareholder, equity holder, member, partner, manager, director, officer, employee (present or former), general or limited partner, Affiliate, Advisor or agent or representative of such Party or their respective Affiliates shall have any Liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or Liabilities of such Party or for any claim based upon, arising out of or related to this Agreement or the Transactions.

Section 7.8 Termination of Indemnification. The obligations to indemnify and hold harmless an Indemnified Party in respect of a breach or failure of a representation or warranty shall terminate on the applicable Survival Date, and no claim for indemnification hereunder may be made after the expiration of the applicable Survival Date; provided, however, that such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the Indemnified Parties shall have, prior to the applicable Survival Date, previously made a valid claim in accordance with Section 7.5 and the other applicable provisions of this Article VII.

Section 7.9 Release of Indemnity Escrow Amount. Any funds in the Indemnity Escrow Account not so used shall be distributed to the Sellers in accordance with the Indemnity Escrow Agreement. In furtherance of the above, each of Purchaser and the Sellers covenants and agrees that, no later than the first (1st) Business Day immediately following the eighteen (18)-month anniversary of the last Closing, it shall deliver a Joint Written Direction (as defined in the Indemnity Escrow Agreement) to the Indemnity Escrow Agent directing the Indemnity Escrow Agent to release to the account(s) designated in writing by the Sellers an amount in cash equal to (a) any remaining funds from the Indemnity Escrow Amount minus (b) any Unresolved Indemnification Claims (as defined in the Indemnity Escrow Agreement) made with respect to the Indemnity Escrow Amount as of such time.

Section 7.10 **Materiality Scrape**. For all purposes of this Article VII, the terms “material,” “materially,” “material adverse effect,” or similar words or phrases, to the extent they appear in any representation or warranty in this Agreement, shall be disregarded for purposes of determining whether a breach or default of such representation or warranty has occurred and for determining the amount of any Losses.

ARTICLE VIII CONDITIONS TO CLOSING

Section 8.1 **Conditions Precedent to the Obligations of Purchaser and Sellers**. The respective obligations of each Party to consummate each Closing with respect to each Store are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers and Purchaser) on or prior to each Closing Date, of each of the following conditions:

- (a) the expiration or termination of any required waiting period under the HSR Act and any applicable State Transaction Notification Laws;
- (b) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in any material manner; and
- (c) no Governmental Body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Order (including any temporary restraining Order or preliminary or permanent injunction) or Law restraining, enjoining or otherwise prohibiting the Transactions with respect to such Closing that is still in effect.

Section 8.2 **Conditions Precedent to the Obligations of Purchaser**. The obligations of Purchaser to consummate each Closing with respect to each Store are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to each Closing Date, of each of the following conditions:

- (a) (i) the representations and warranties made by the applicable Seller in the Article III Transaction Documents (in each case, other than the Fundamental Representations) in respect of such Store corresponding to such Closing shall be true and correct in all material respects as of such Closing Date as though made on and as of such Closing Date (except that (A) any such representation and warranty that is qualified by materiality shall be true and correct in all respects and (B) representations and warranties that are made as of a specified date need be true and correct only as of such date) and (ii) the Fundamental Representation related to the Store corresponding to such Closing shall be true and correct in all respects as of such Closing Date as though made on and as of such Closing Date (except that such Fundamental Representations that are made as of a specified date need be true and correct in all respects only as of such date);
- (b) the applicable Sellers shall not have breached in a manner that is material with respect to the Transaction with respect to such Store, the covenants required to be performed or complied with by Sellers under this Agreement on or prior to Closing;
- (c) the applicable Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.6, as applicable;

(d) the Bankruptcy Court shall have entered the Bidding Procedures Order, and such Order (i) shall not have been stayed, stayed pending appeal, reversed, or vacated, and (ii) shall not have been amended, supplemented, or otherwise modified in any manner adverse to Purchaser;

(e) the Bankruptcy Court shall have entered the Sale Order, and such Order (i) shall not have been stayed, stayed pending appeal, reversed, or vacated, and (ii) shall not have been amended, supplemented, or otherwise modified in any manner adverse to Purchaser;

(f) no Law, order or compulsory process shall be issued or in effect by any Governmental Body (including through the issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand, or suspensory timing agreement) that would or could, among other things, result in (i) disclosure of information related to this Agreement or the Transactions contemplated hereby, or otherwise with respect to Purchaser or any of its Affiliates, (ii) restraining, enjoining, preventing or prohibiting, or imposing additional conditions on, such Closing or the consummation of one or more Transaction, or limiting, or threatening to limit, in any manner the right of Purchaser or any of its Affiliates to control any aspect of the Acquired Assets not yet transferred or transferred in connection with such Closing or the Agreement, (iii) compelling, or threatening to compel, Purchaser or any of its Affiliates to dispose of any portion of the Acquired Assets or the business or assets of the Purchaser or any of its Affiliates and/or (iv) a prohibition or bar on Purchaser or any of its Affiliates owning or operating the Acquired Assets or one or more Stores;

(g) unless the Sale Order otherwise provides that Purchaser shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor Law, de facto merger, or substantial continuity (“Successor Liability”), with respect to (1) that certain Corporate Integrity Agreement between OIG and Seller and certain of its Affiliates, effective July 9, 2024 (“CIA”), and (2) that certain Memorandum of Agreement for Injunctive Terms between the United States and Sellers, dated effective as of August 30, 2024 (“MOU”), and (3) that certain Rite Aid Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms (“Injunction”), Docket No. 4532, Ex. A, in the Prior Cases, will not apply to, or be assumed by, Purchaser, Purchaser shall have evidence reasonably satisfactory to Purchaser that Purchaser shall have no Successor Liability with respect to the CIA, MOU and Injunction;

(h) prior to any Closing, Purchaser shall have received all approvals for, or all respective waiting or notice periods shall have expired with respect to, the filings described in Section 6.4(b) hereof;

(i) Purchaser shall have received the applicable approvals from Governmental Bodies set forth on Schedule 8.2(i); and

(i)

[REDACTED]

Section 8.3 **Conditions Precedent to the Obligations of Sellers.** The obligations of Sellers to consummate each Closing with respect to each Store are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), on or prior to each Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in the Transaction Documents shall be true and correct in all material respects as of such Closing Date as though made on and as of such Closing Date, (except that (A) any such representation and warranty that is qualified by materiality shall be true and correct in all respects and (B) representations and warranties that are made as of a specified date need be true and correct only as of such date);

(b) Purchaser shall not have breached in a manner that is material, with respect to such Store, the covenants required to be performed or complied with by it under this Agreement on or prior to such Closing Date; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 2.7.

Section 8.4 **Waiver of Conditions.** Upon the occurrence of each Closing, any condition set forth in this Article VIII that was not satisfied as of each Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after each Closing. None of Purchaser or Sellers may rely on the failure of any condition set forth in this Article VIII, as applicable, to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement, including its obligation to use its reasonable best efforts to consummate the Transactions as required under this Agreement.

ARTICLE IX

TERMINATION

Section 9.1 **Termination of Agreement.** This Agreement may be terminated at any time prior to any Closing only in accordance with this Section 9.1 (which termination, for the avoidance of doubt, shall have no effect on any Closings in respect of any Acquired Assets which shall have occurred prior thereto), and in no other matter:

(a) by the mutual written consent of Sellers and Purchaser;

(b) by written notice of either Purchaser or Sellers, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of each Closing or declaring unlawful the Transactions, and such Order having become final, binding and non-appealable; provided, that no Party may terminate this Agreement under this Section 9.1(b) if the issuance of such Order was caused by such Party's failure to perform any of its obligations under this Agreement;

(c) by written notice from Purchaser if no Closings have occurred on or before the date that is [REDACTED] following the Sale Order Date; provided that

Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(c) if the failure to close any Transactions by such date was caused by Purchaser's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, Purchaser's failure to consummate any Closing);

(d) by written notice of either Purchaser or Sellers, if all Closings have not occurred on or before the date that is [REDACTED] following the Closing Commencement Date (the "Outside Date"); provided, that a Party shall not be permitted to terminate this Agreement pursuant to this Section 9.1(d) if the failure of any of the Closings to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, such Party's failure to consummate any Closing);

(e) by written notice from Sellers to Purchaser, upon a material breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become materially untrue, in each case, such that the conditions set forth in Section 8.3(a) or Section 8.3(b) would not be satisfied, including a breach of Purchaser's obligation to consummate each Closing; provided, that (i) if such breach is curable by Purchaser then Sellers may not terminate this Agreement under this Section 9.1(e) unless such breach has not been cured by the date that is the earlier of (A) the date set forth in Section 9.1(c), (B) the Outside Date and (C) thirty (30) days after Sellers notify Purchaser of such breach and (ii) Sellers' right to terminate this Agreement pursuant to this Section 9.1(e) will not be available to Sellers at any time that Sellers are in material breach of, any covenant, representation or warranty hereunder;

(f) by written notice from Purchaser to Sellers, upon a material breach of any covenant or agreement on the part of Sellers, or if any representation or warranty of the Sellers will have become materially untrue, in each case, such that the conditions set forth in Section 8.2(a) or Section 8.2(b) would not be satisfied; provided, that (i) if such breach is curable by Sellers then Purchaser may not terminate this Agreement under this Section 9.1(f) unless such breach has not been cured by the date that is the earlier of (A) the date set forth in Section 9.1(c), (B) the Outside Date and (C) thirty (30) days after Purchaser notifies Sellers of such breach and (ii) Purchaser's right to terminate this Agreement pursuant to this Section 9.1(f) will not be available to Purchaser at any time that Purchaser is in material breach of, any covenant, representation or warranty hereunder;

(g) by Purchaser, if any of the Bankruptcy Court Milestones are not met; provided, however, that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 9.1(g) if the failure of the Sellers to achieve any Bankruptcy Court Milestone was caused by the Purchaser's failure to perform any of its obligations under this Agreement; and

(h) by Purchaser in its sole and absolute discretion, if any Law, Order or compulsory process is issued or in effect by the FTC or any Governmental Body in the State of Washington (including through issuance of a request for additional information and documentary material, comprehensive review, complaint, subpoena, civil investigative demand, or suspensory timing agreement) to be in effect in accordance with Section 8.2(f).

(i) by Purchaser in its sole and absolute discretion with respect to all Stores in the States of Oregon and/or Idaho, as applicable, for which any Law, Order, or compulsory process is issued or in effect (including through the issuance of a comprehensive review, complaint, subpoena, civil investigative demand, or suspensory timing agreement) for the applicable state to be in effect in accordance with Section 8.2(f).

Section 9.2 **Effect of Termination.** In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall forthwith become null and void with respect to the Stores and Acquired Assets for which a Closing has not yet occurred that are subject to such termination, and such termination shall be without liability of any Party or any of its partners, officers, directors, managers or equity holders; provided, however, that nothing herein shall relieve any Party from liability for Fraud or any willful and material breach hereof; provided, further, that Section 6.2(b), this Section 9.2, Article VII and Article XI shall survive any such termination. Subject to Section 11.11, nothing in this Section 9.2 will be deemed to impair the right of any Party to be entitled to specific performance or other equitable remedies to enforce specifically the terms and provisions of this Agreement. Furthermore, any termination of this Agreement shall be only with respect to those Stores for which a Closing has not occurred that are subject to such termination and the Agreement will remain in full force and effect with respect to the Stores and Acquired Assets for which any Closing may have occurred prior to such termination and for any other Closings.

ARTICLE X TAXES

Section 10.1 **Transfer Taxes.** Any U.S. federal, state, local, and non-U.S., sales Tax, consumption sales, use, excise, value added, registration, real property, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges (including all related interest, penalties, and additions to any of the foregoing) payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the Transactions (the “Transfer Taxes”) shall be borne and timely paid by Sellers, and Sellers shall timely file all Tax Returns related to any Transfer Taxes with the appropriate Taxing Authority.

Section 10.2 **Allocation of Purchase Price.** For U.S. federal and applicable state and local income Tax purposes, Purchaser, Sellers, and their respective Affiliates shall allocate the Purchase Price (and any Assumed Liabilities or other amounts treated as part of the Purchase Price for U.S. federal income Tax purposes) among the Acquired Assets in accordance with applicable Law (the “Allocation Methodology”). As soon as commercially practicable, but no later than forty-five (45) days following the determination of the final Purchase Price, Purchaser shall provide a proposed allocation to Sellers setting forth the allocation of the Purchase Price (and other amounts treated as part of the purchase price for U.S. federal income Tax purposes) among the Acquired Assets in accordance with the Allocation Methodology (the “Allocation”) subject to Sellers’ review and approval, and Purchaser shall consider, in good faith, any changes reasonably requested by Sellers with respect to such Allocation. If Sellers deliver a written objection within thirty (30) days after receipt of the draft Allocation proposed by Purchaser, then Purchaser and Sellers shall negotiate in good faith to resolve any such objection, and, if Sellers and Purchaser cannot resolve such dispute within thirty (30) days of Purchaser’s receipt of

Sellers' objection, then a nationally recognized accounting firm mutually acceptable to Purchaser and Sellers shall resolve such dispute, with the costs of such resolution to be allocated by such accounting firm between Purchaser and Sellers based upon the percentage of the aggregate contested amount submitted to such accounting firm that is ultimately awarded to Purchaser, on the one hand, or Sellers on the other hand, such that Purchaser bears a percentage of such costs and expenses equal to the percentage of the contested amount awarded to Sellers and Sellers bears a percentage of such costs and expenses equal to the percentage of the contested amount awarded to Purchaser. The Parties and their respective Affiliates shall file all Tax Returns in accordance with such Allocation (as finally determined under this Section 10.2) and not take any Tax related action inconsistent with the Allocation, in each case, unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Tax Code.

Section 10.3 Cooperation. Purchaser and Sellers shall reasonably cooperate, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any Action, audit, litigation, or other proceeding with respect to Taxes; provided, that in providing such information, assistance and access, each Party shall be entitled to redact information that is not related to the Business. Notwithstanding anything to the contrary in this Agreement, the Sellers shall not be obligated to provide or disclose any Excluded Tax Returns.

Section 10.4 Property Taxes. Real estate taxes, *ad valorem* taxes or special assessments, as applicable, relating to the Acquired Real Property payable during the year in which any Closing occurs shall be prorated as of the Closing Date for the applicable Store. If any Closing shall occur before the actual taxes and special assessments payable during such year are known, the apportionment of taxes shall be upon the basis of taxes for the applicable Acquired Real Property payable during the immediately preceding year.

ARTICLE XI MISCELLANEOUS

Section 11.1 Expenses. Whether or not each Closing takes place, except as otherwise provided herein, all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby, and the consummation of the Transactions will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that (a) all fees and expenses in connection with any filing or submission under the HSR Act will be allocated pursuant to Section 6.5, and (b) all Transfer Taxes will be allocated pursuant to Section 10.1.

Section 11.2 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (having obtained electronic delivery confirmation thereof), if delivered by 5:00 P.M. local time of the recipient on a Business Day and otherwise on the following Business Day, (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective Party at the number, electronic mail address or street

address, as applicable, set forth below, or at such other number, electronic mail address or street address as such Party may specify by written notice to the other Party.

Notices to Purchaser:

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Stephen Frumento, Vice President, Patient Growth
Gui Serrano, AVP, Corporate Development

Email: [REDACTED]
[REDACTED]

with a copy to (which shall not constitute notice):

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Brenna Jordan, Vice President and Senior Legal Counsel
Karen Bell, Managing Senior Counsel

Email: [REDACTED]
[REDACTED]

Foley & Lardner, LLP
321 North Clark
Chicago, IL 60654
Attention: Roger Strode
Email: rstrode@foley.com

Notices to Sellers:

New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attention: Legal Department

with copies to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Ted Ackerman; Megan Spelman; Andrew Rosenberg; Alice Eaton;
Christopher Hopkins

Email: eackerman@paulweiss.com; mspelman@paulweiss.com;
arosenberg@paulweiss.com; aeaton@paulweiss.com;
chopkins@paulweiss.com

Section 11.3 **Binding Effect; Assignment; Designated Purchasers.**

(a) This Agreement shall be binding upon Purchaser and the Sellers, subject to entry of the Sale Order, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor cases under chapter 7 of the Bankruptcy Code; provided, that except as otherwise provided herein, neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and Sellers, and any attempted assignment or delegation without such prior written consent shall be null and void.

(b) The foregoing provisions of Section 11.3(a) notwithstanding, prior to each Closing, Purchaser shall be entitled to designate, by written notice to Sellers no later than five (5) Business Days prior to such Closing Date, one or more Affiliates to (i) purchase any of the corresponding Acquired Assets and pay the corresponding Purchase Price amount, (ii) assume Assumed Liabilities, or (iii) take title directly to any such Acquired Asset (any such Affiliate that shall be designated in accordance with this clause (iii), a “Designated Purchaser”), and, to the extent of any such designation, this Agreement shall be binding upon Designated Purchaser, its successors and permitted assigns, which Designated Purchaser shall be treated as Purchaser to such extent hereunder; provided, that Purchaser shall remain primarily liable until the transfer to any such Designated Purchaser and the satisfaction by such Designated Purchaser of any related obligations or other Liabilities hereunder. In accordance with the foregoing, Purchaser hereby designates the Affiliates of Purchaser set forth on Exhibit B as Designated Purchasers of the Acquired Assets related to the Stores set forth for each such Designated Purchaser on Exhibit B.

Section 11.4 **Amendment and Waiver.** Any provision of this Agreement or the Schedules or exhibits hereto may be (a) amended only in a writing signed by Purchaser and Sellers or (b) waived only in a writing executed by the Party against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

Section 11.5 **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than (i) for purposes of Section 11.6, the Non-Recourse Persons, and (ii) the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

Section 11.6 **Non-Recourse.** This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons expressly named as Parties to this Agreement. Except to the extent named as a Party to this Agreement, and then, only to the extent of the specific obligations of such Parties set forth in this Agreement, (i) no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party (each, a “Non-Recourse Person”) will have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the Parties to this Agreement or for any Agreement Dispute and (ii) in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions,

omissions or fraud (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person, and each of such Persons is an intended third party beneficiary of this Section 11.6 and shall be entitled to enforce this Section 11.6 as if a party directly hereto.

Section 11.7 **Severability**. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

Section 11.8 **Construction**. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

Section 11.9 **Schedules**. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided, that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules, but only to the extent readily apparent on its face that such disclosure is applicable in such other section of the Schedules, and any such disclosure in the Schedules will be deemed a disclosure against any representation or warranty set forth in this Agreement. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. The information contained in this Agreement, in the Schedules and exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of Contract.

Section 11.10 **Complete Agreement**. This Agreement, together with the Confidentiality Agreement and any other agreements expressly referred to herein or therein, contains the entire

agreement of the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the Transactions. In the event that an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

Section 11.11 **Specific Performance**. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 11.12 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.11 will not be required to provide any bond or other security in connection with any such Order. The remedies available to the Parties pursuant to this Section 11.11 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case, in accordance with Section 11.12, to enforce specifically the performance of the terms and provisions hereof by any other Party, the Outside Date will automatically be extended (i) for the period during which such action is pending, *plus* ten (10) Business Days or (ii) by such other time period established by the court presiding over such action, as the case may be.

Section 11.12 **Jurisdiction and Exclusive Venue**. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any Liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an “Agreement Dispute”) brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the

State of Delaware) (the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order, decree or award rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Court, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 11.2. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

Section 11.13 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and any Agreement Dispute will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.13(b).

Section 11.14 No Right of Set-Off. Purchaser, on its own behalf and on behalf the Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment or similar rights that Purchaser, any member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement or any other document or instrument delivered by Purchaser in connection herewith.

Section 11.15 **Counterparts and PDF**. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party hereto or thereto, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a.PDF or other electronic transmission, will be treated in all manner and respects as an original Contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party or pursuant to any such Contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such Contract will raise the use of a.PDF or other electronic transmission to deliver a signature or the fact that any signature or Contract was transmitted or communicated through the use of.PDF or other electronic transmission as a defense to the formation of a Contract and each such party forever waives any such defense.

Section 11.16 **Publicity**. Neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party, which approval will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Purchaser or Sellers, disclosure is otherwise required by applicable Law in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser or Sellers (or their respective Affiliates) lists securities; provided, that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law requirement to consult with the other Party with respect to the text thereof.

Section 11.17 **Fiduciary Obligations**. Nothing in this Agreement, or any document related to the Transactions, will require any Seller or any of their respective managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. For the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers' business judgment, will maximize the value of their estates.

Section 11.18 **Bulk Sales Laws**. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any Encumbrances in the Acquired Assets including any liens or claims arising out of the bulk transfer Laws except Permitted Encumbrances, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, except as required by Section 2.7(f), each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

Section 11.19 **Sellers' Representative**. Each Party agrees that the Principal Seller has the power and authority to unilaterally act on behalf of all or any of the Sellers for the purposes specified under this Agreement. Such power will include the power to make all decisions, actions, Consents and determinations on behalf of the Sellers, including to make any waiver of

any Closing condition or agree to any amendment to this Agreement. No Seller shall have any right to object, dissent, protest or otherwise contest the same. Purchaser shall be entitled to rely on any action or omission taken by the Principal Seller on behalf of the Sellers.

ARTICLE XII
ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

Section 12.1 Certain Definitions.

(a) “ABL/FILO Facility” means the obligations incurred under that certain Credit Agreement, dated as of August 30, 2024, by and among Principal Seller, as borrower, Bank of America, N.A., as administrative agent and collateral agent, and certain lenders from time to time party thereto (as amended as of January 14, 2025, and as may be further amended, amended and restated, supplemented, or otherwise modified from time to time).

(b) “Action” means any claim, cause of action, lawsuit, litigation, arbitration, mediation, audit, investigation (including any informal claims or demands, or formal or informal request for documents, information, or testimony), hearing, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) or prosecution of any kind whatsoever, whether arising under federal, state, or local law, whether civil or criminal, whether legal, equitable, common law, statutory, regulatory, or administrative, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, seeking any form of relief whatsoever commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body.

(c) “Acquired Real Estate Purchase Price” means an amount equal to [REDACTED] (which shall be allocated pursuant to the allocation set forth on Exhibit B).

(d) “Advisors” means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

(e) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(f) “Alternative Transaction” means (a) a Restructuring Transaction or (b) any sale, assignment, lease, transfer, license, relinquishment of rights to or other disposition of or settlement of claims with respect to all or any material portion of the Acquired Assets to or with any Person (or group of Persons), whether in one transaction or a series of transactions, in each case other than to Purchaser or an Affiliate of Purchaser.

(g) “Auction” is defined in the Bidding Procedures.

- (h) “Backup Bidder” is defined in the Bidding Procedures.
- (i) “Bankruptcy Code” is defined in the Recitals.
- (j) “Bankruptcy Court” is defined in the Recitals.
- (k) “Bidding Procedures” means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.
- (l) “Bidding Procedures Order” means the Order (I) Approving the Auction and Bidding Procedures, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing (A) the Sale of Assets and (B) Shortened Notice with Respect Thereto, and (VII) Granting Related Relief, as it may be amended or modified.
- (m) “Business” means the means the retail drug store and pharmacy business operated by Sellers at the Stores as of the date hereof.
- (n) “Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.
- (o) “Business Employee” or “Business Employees” means each employee, independent contractors, contingent workers, and seasonal employees of any of the Sellers at the Stores.
- (p) “Cash and Cash Equivalents” means all of Sellers cash (including, for the avoidance of doubt, the cash on hand at each Store as of the applicable Closing Date, less the Required Register Cash, for such Store, checks and deposits in transit, demand deposits, money markets or similar accounts), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities, and any other cash equivalents whether on hand, in transit, in banks or other financial institutions, or otherwise held.
- (q) “Confidentiality Agreement” means that certain Confidentiality Agreement, dated as of January 2, 2025, by and between Rite Aid Hdqtrs. Corporation and Purchaser.
- (r) “Consent” means any approval, consent, ratification, permission, waiver or authorization, or an Order of a court of competent jurisdiction that deems or renders unnecessary the same.
- (s) “Contract” means any written contract, indenture, note, bond, Lease, sublease, mortgage, agreement, guarantee, or other agreement that is binding upon a Person or its property, in each case, other than a purchase order, service order, or sales order.
- (t) “DEA” means the United States Drug Enforcement Agency.

(u) “DIP Facilities” means the obligations incurred under that certain DIP Credit Agreement, dated as of May 8, 2025, by and among Principal Seller, as borrower, Bank of America, N.A., as administrative agent and collateral agent, and certain lenders from time to time party thereto (as may be further amended, amended and restated, supplemented, or otherwise modified from time to time).

(v) “Documents” means Sellers’ written files, documents, instruments, papers, books, reports, records, and other similar materials solely to the extent such are required to be retained at the applicable Store under applicable Law, and solely to the extent in Sellers’ possession, whether or not in electronic form.

(w) “Emergence Date” means August 30, 2024.

(x) “Encumbrance” means any charge, lien (as defined in the Bankruptcy Code or otherwise), mortgage, lease, hypothecation, encumbrance, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, claim (as defined in the Bankruptcy Code or otherwise), liability, conditional or installment sale agreement, use or transfer limitation, equitable interest or similar restriction; provided, however, that Assumed Liabilities shall not constitute Encumbrances.

(y) “Equipment” means any and all equipment, computers, furniture, furnishings, fixtures, office supplies, vehicles and all other fixed assets.

(z) “Equity Interests” means, with respect to a Person, any membership interests, partnership interests, profits interests, capital stock or other equity securities (including profit participation features or equity appreciation rights, phantom stock rights or other similar rights) or ownership interests of such Person, or any securities (including debt securities or other indebtedness) exercisable or exchangeable for or convertible into, or other rights to acquire, membership interests, partnership interests, capital stock or other equity securities or ownership interests of such Person (or otherwise constituting an investment in such Person).

(aa) “ERISA” means the Employee Retirement Income Security Act of 1974.

(bb) “Excluded Tax Returns” means Tax Returns (or any portion of any Tax Return) and other books and records related to (i) Taxes that are not related primarily to any Acquired Asset or the Business or (ii) any consolidated, combined, affiliated or unitary group for Tax purposes that includes any Seller or any of its Affiliates.

(cc) “Existing Facilities” means, collectively, the ABL/FILO Facility, the DIP Facilities, the 1.5L Notes, the 3L Notes and the McKesson Facility.

(dd) “File Buy Locations” means those Stores listed as a “File Buy Location” on Exhibit B under the heading “Location Type.”

(ee) “First Bartell Closing Date” means that Closing Date to which the first Store associated with the “Bartell” brand is subject to.

(ff) “Fraud” means actual and intentional fraud that constitutes common law fraud under the Laws of the State of Delaware with respect to the making of the representations and warranties contained in Article III (as qualified by the Schedules) of this Agreement, Article IV of this Agreement or in any Transaction Agreement in each case made with the actual knowledge or belief (as opposed to imputed or constructive knowledge or belief) of a Party to this Agreement that such Party’s representations and warranties were inaccurate when made with the intention to deceive another Party to consummate the Transactions. .

(gg) “Front Store Inventory” means all front store merchandise at the Store Buy Locations, including all beer, wine, and spirits, as may be applicable, located at Store Buy Locations.

(hh) “Fundamental Representations” means those representations and warranties set forth in Section 3.1, Section 3.2, Section 3.4 and Section 3.14.

(ii) “GAAP” means United States generally accepted accounting principles as in effect from time to time consistently applied and as applied by the Sellers in the preparation of their regularly prepared financial statements.

(jj) “Governmental Authorization” means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

(kk) “Governmental Body” means any government, quasi-governmental entity, accrediting body, fiscal intermediary or administrative contractor, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator of applicable jurisdiction.

(ll) “Governmental Health Program” means any federal healthcare program as defined in 42 U.S.C. § 1320a-7b(f), including Medicare, Medicaid, state CHIP programs, TRICARE, and CHAMPVA and similar or successor programs with or for the benefit of any Governmental Body.

(mm) “Hazardous Substances” means any and all substances, wastes, pollutions, contaminants and materials regulated, defined or designated hazardous, dangerous or toxic under any Environmental Law.

(nn) “Healthcare Law” means all healthcare Laws of any Governmental Body, or Governmental Health Program applicable to the management and operation of the Business, including: (i) (A) Title XVIII of the Social Security Act, 42 U.S.C. § 1395, *et seq.* (the Medicare statute); (B) Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 *et seq.* (the Medicaid statute); (C) the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) and the Stark Law (42 U.S.C. § 1395nn); (D) the False Claims Act, 31 U.S.C. §§ 3729 *et seq.*; (E) the exclusion Law, 42 U.S.C. § 1320a-7; (F) the civil monetary penalties Law, 42 U.S.C. § 1320 a-7a; (G) the False Claim Law, 42 U.S.C. § 1320a-7b(a); (H) the anti-inducement Law, 42 U.S.C. § 1320a-7a(a)(5); (I) HIPAA (as defined herein); (J) the Patient Protection and

Affordable Care Act of 2010; (K) the Food, Drug and Cosmetic Act (21 C.F.R. §§ 301 *et seq.*); (L) the Prescription Drug Marketing Act of 1987, the Medicare Prescription Drug Improvement, and Modernization Act of 2003, the Medicare Improvements for Patients and Providers Act of 2008, and the Drug Quality Security Act (21 U.S.C. § 360eee); and (M) the Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*) and the Federal Health Care Fraud Law (18 U.S.C. § 1347); (ii) any Medicare or Medicaid provider legally binding manuals governing suppliers/providers generally, as well as pharmacy, durable medical equipment and medical supply companies; and (iii) any Laws with respect to healthcare-related fraud and abuse, false claims, staffing, corporate practice of medicine and other learned professions, pharmacy operations, qualifications or requirements for the practice of pharmacy or other learned healthcare profession, any applicable state and federal controlled substance and drug diversion Laws, including, the Federal Controlled Substances Act (21 U.S.C. § 801, *et seq.*), Laws governing the use, handling, control, storage, dispensing, administering, transportation, and maintenance of controlled substances, pharmaceuticals, drugs or devices, and Healthcare Permits (as defined herein); in each case, as amended, and all regulations promulgated thereunder.

(oo) “Healthcare Permit” means any and all licenses, Permits, certifications, enrollments, authorizations, approvals, registrations, accreditations, billing numbers and provider numbers, including national provider identifiers (“NPIS”) and National Council for Prescribing Drug Program (“NCDCP”) numbers, or permission (or waiver or exemption) that is required by applicable Law for the operation of the Business and is issued or enforced by a Governmental Body with jurisdiction over any Healthcare Law.

(pp) “HIPAA” means the following, as the same may be amended, modified or supplemented from time to time, any successor statute thereto, and together with any and all rules or regulations promulgated from time to time thereunder: (i) the Health Insurance Portability and Accountability Act of 1996; and (ii) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009).

(qq) “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

(rr) “Indemnity Escrow Agent” means Bank of New York.

(ss) “Indemnity Escrow Agreement” means an escrow agreement in a form reasonably satisfactory to Purchaser and the Sellers.

(tt) “Indemnity Escrow Amount” means the sum of all Indemnity Escrow Portions paid to the Indemnity Escrow Agent in connection with all Closings which, in the aggregate shall be an amount equal to [REDACTED] of the Acquired Assets Purchase Price minus the Inventory Purchase Price.

(uu) “Intellectual Property” means all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names and internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights; (iv) registrations and applications for any of the foregoing; (v) trade secrets;

(vi) computer software; (vii) drawings, schematics and other technical plans; and (viii) all other intellectual property.

(vv) “Inventory” means the Front Store Inventory and the Prescription Inventory.

(ww) “IP Purchase Price” means [REDACTED] which shall be allocated in the manner provided in Exhibit B.

(xx) “Knowledge of Seller”, “Knowledge of Sellers”, or words of like import means the actual knowledge after reasonable inquiry, including reasonable inquiry of their direct reports for the applicable subject matter of Matt Schroeder, George Zhushma and Christin Bassett, as of the date of this Agreement, none of whom, for the sake of clarity and avoidance of doubt, shall have any personal Liability or obligations regarding such knowledge.

(yy) “Lease” or “Leases” means all leases, subleases, licenses, concessions and other agreements (written or oral) pursuant to which any Seller holds any leased real property.

(zz) “Leased Real Estate Purchase Price” means [REDACTED], which shall be allocated in the manner provided in Exhibit B.

(aaa) “Liability” means any debt, adverse claim, liability, judgment, damages, equitable remedy (including abatement), restitution, disgorgement, injunction, duty, responsibility, obligation, commitment, assessment, cost (including court costs, litigation costs, attorney’s fees, investigation costs, and enforcement costs), expense, loss (including lost value), expenditure, charge, fee, penalty, fine, interest, agreement, contribution, indemnity, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(bbb) “Losses” means all actual out-of-pocket assessments, levies, losses, fines, claims, payments, penalties, damages, costs and expenses, including reasonable accountants, advisors and attorneys’ fees and expenses, provided, that Losses shall not include (i) punitive damages (unless and solely to the extent punitive damages are actually awarded to a third party), exemplary, incidental, special, consequential, indirect damages or damages based on a multiple or (ii) the loss of anticipated or future business or profits, income or revenue, loss of reputation, opportunity cost damages or diminution in value.

(ccc) “Material Adverse Effect” means a material adverse effect on the Acquired Assets and Assumed Liabilities, taken as whole; provided, that none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (A) any matter, event, change, development, occurrence, circumstance or effect (each, an “Effect”) in, arising from or relating to general business or economic conditions affecting the industry in which Sellers operate; (B) Effects in, arising from or relating to national or international political or social conditions, including riots, protests, the engagement by the United States or other country in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national

emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, Equipment or personnel of the United States or of any other country; (C) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including “Coronavirus” or “COVID-19” or the worsening thereof) or any quarantine related thereto; (D) Effects in, arising from or relating to the decline or rise in price of any currency or any Equipment or supplies necessary to or used in the provision of services by any Seller or their Subsidiaries; (E) Effects in, arising from, or relating to financial, banking, or securities markets (including any disruption of any of the foregoing markets); (F) Effects in, arising from or relating to changes in, GAAP or the interpretation thereof; (G) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body (including, for the avoidance of doubt, any such items related to Section 6.5) and any increase (or decrease) in the terms or enforcement of (or negotiations or disputes with respect to) any of the foregoing; (H) Effects in, arising from or relating to (1) the taking of any action permitted or contemplated by this Agreement or at the request of Purchaser or its Affiliates (other than the requirement to operate in the Ordinary Course), (2) the failure to take any action if such action is prohibited by this Agreement, (3) Purchaser’s failure to consent to any of the actions restricted in Section 6.1 or (4) the negotiation, announcement, or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Purchaser or Purchaser’s plans with respect to the Acquired Assets, including the impact thereof on the relationships, contractual or otherwise, of the business of Sellers or their Affiliates (including the Business) with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (I) Effects in, arising from, or relating to any existing event, occurrence or circumstance that is publicly known or disclosed or with respect to which Purchaser has knowledge as of the date hereof, including any matter set forth in the Schedules or in the Bankruptcy Documents; (J) Effects in, arising from or relating to any action required to be taken under any existing Contract to which Sellers or their Subsidiaries (or any of their assets or properties) is bound; (K) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) and any other failure to win customers or business except the underlying cause of such failure may be taken into account; (L) (1) the commencement or pendency of the Bankruptcy Cases; (2) any objections in the Bankruptcy Court to (i) this Agreement or any of the Transactions contemplated thereby, (ii) the Sale Order or the reorganization or liquidation of Sellers or their Affiliates, or (iii) the assumption or rejection of any Lease; or (3) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Affiliates in compliance therewith; or (M) the Effect of any action taken by Purchaser or its Affiliates with respect to the Transactions or the financing thereof or any breach by Purchaser of this Agreement; except that with respect to any of the foregoing clauses (A) through (G), to the extent an Effect has or would be reasonably expected to have a materially disproportionate adverse effect on the Sellers (taken as a whole) relative to similarly situated participants in the industries and geographic areas in which the Sellers operate, then such Effect may be taken into account in determining whether a Material Adverse Effect has occurred.

(ddd) “McKesson Facility” means the obligations incurred under that certain Supply Agreement, dated August 30, 2024, by and between the Principal Seller and McKesson Corporation (as amended, amended and restated, supplemented, or otherwise modified from time to time).

(eee) “Opioid Action” means any Action that is directly or indirectly based on, arises from, or in any way relates to any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) in any line of business arising from or relating in any way to: (i) the distribution, dispensing, delivery, monitoring, reporting, supply, sale, prescribing, physical security, warehousing, coverage, purchases, reimbursement, discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, and/or any similar act or failure to act related to any Opioid Product; the use and/or abuse of any Opioid Product; orders, prescriptions, formularies, guidelines, payments and/or rebates for any Opioid Product; policies, practices and/or operating procedures, statements, contracts, commercial arrangements, insurance, claim and/or benefit administration, claim adjudication, plan design, data and/or sales thereof, and/or any similar act or failure to act relating to any Opioid Product; and/or any system, plan, policy and/or advocacy relating to any Opioid Product, including but not limited to unbranded promotion, marketing, programs, and/or campaigns related to any Opioid Product and/or class of Opioid Products; (ii) the characteristics, properties, risks and/or benefits of any Opioid Product; (iii) the reporting, disclosure, non-reporting and/or non-disclosure to federal, state and/or other regulators of orders and/or prescriptions, theft, diversion and/or any similar conduct related to any Opioid Product; (iv) the purchasing, selling, acquiring, disposing of, importing, exporting, handling, processing, packaging, supplying, distributing, and/or converting any Opioid Product; and (v) controls against diversion, corresponding responsibility, and/or suspicious order monitoring related to any Opioid Product.

(fff) “Opioid Product” means any chemical substance, whether licit or illicit, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is (i) an opioid or opiate, as well as any product containing any such substance; (ii) a benzodiazepine, a muscle relaxer, carisoprodol, zolpidem, or gabapentin; or (iii) a combination or “cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates, and shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

(ggg) “Order” means any order, injunction, judgment, decree, ruling, writ or arbitration award of a Governmental Body of competent jurisdiction.

(hhh) “Ordinary Course” means with respect to an action taken by a Person, that such action is substantially consistent with the ordinary and usual course of operations of the Business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases.

(iii) “Organizational Documents” means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of formation, certificate of limited partnership or articles of organization, and including any certificates of designation for preferred stock or other forms of preferred equity) or which relate to the internal governance of such Person (such as bylaws, a partnership agreement or an operating, limited liability or members agreement).

(jjj) “Permitted Encumbrances” means (i) Encumbrances for utilities and Taxes not yet due and payable, or that are being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the Acquired Real Property and Acquired Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Acquired Real Property and Acquired Leased Real Property, as applicable, as it relates to the operation of the Acquired Assets, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Acquired Real Property and leased real property, as applicable, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable or that are being contested by appropriate proceedings, (v) licenses granted on a non-exclusive basis, (vi) such other Encumbrances or title exceptions which do not, individually or in the aggregate, materially and adversely affect the operation of the Acquired Assets, (vii) with respect to any Acquired Leased Real Property, any Encumbrance to which the fee or any superior leasehold is subject, (viii) matters that would be disclosed by an accurate survey or inspection of the applicable real property, (ix) solely prior to the applicable Closing, any Encumbrances that will be removed or released by operation of the Sale Order, and (x) solely for the purposes of Article III, any Encumbrances resulting, or in connection with, the Existing Facilities.

(kkk) “Person” means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, organization, estate, Governmental Body or other entity or group.

(lll) “Personal Information” personally identifiable information (as defined in section 101(41A) of the Bankruptcy Code).

(mmm) “Pre-Closing Tax Period” means any Tax period ending on or before each Closing Date and the portion of any Straddle Period through the end of each Closing Date.

(nnn) “Prescription Inventory” means all prescription merchandise at the Stores.

(ooo) “Purchaser Group” means Purchaser (including any Designated Purchaser), any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(ppp) “Qualified Bidder” is defined in the Bidding Procedures.

(qqq) “Restructuring Transaction” means (a) any recapitalization transaction, plan of reorganization, liquidation, restructuring or sale, including any such transaction by way of any credit bid by or settlement with any creditor or other contractual counterparty of Sellers, involving (directly or indirectly) all or any material portion of the Acquired Assets, or (b) any merger, consolidation, share exchange, business combination or similar transaction (directly or indirectly) involving all or any material portion of the Acquired Assets, in each case whether in one transaction or a series of transactions.

(rrr) “Required Register Cash” means cash in the aggregate amount of one thousand dollars (\$1,000) per Store Buy Location.

(sss) “Sale Hearing” means the hearing conducted by the Bankruptcy Court to approve the Transactions.

(ttt) “Sale Order” means an Order of the Bankruptcy Court substantially in the form attached hereto as Exhibit F, with such changes as are reasonably acceptable to Purchaser and Sellers, that has not been stayed, vacated, or stayed pending appeal, (i) approving the Sellers’ entry into this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code and (ii) approving and authorizing Sellers to consummate the Transactions.

(uuu) “Sale Order Date” or “Date of the Sale Order” shall mean the date of the entry of the Sale Order by the Bankruptcy Court.

(vvv) “Seller Combined Tax Return” means any combined, consolidated, affiliated, or unitary Tax Return that includes a Seller or any of its Affiliates.

(www) “Seller Parties” means each Seller and its former, current, or future Affiliates, officers, directors, employees, partners, members, equity holders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

(xxx) “Store Buy Locations” means those Stores listed as a “Store Buy Location” on Exhibit B under the heading “Location Type.”

(yyy) “Straddle Period” means any taxable period that includes but does not end on each Closing Date.

(zzz) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing

body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(aaaa) “Tax” or “Taxes” means any federal, state, local, foreign or other income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, alternative minimum or estimated tax, including any interest, penalty or addition thereto.

(bbbb) “Tax Code” means the United States Internal Revenue Code of 1986, as amended.

(cccc) “Tax Return” means any return, claim for refund, report, statement or information return relating to Taxes required to be filed with a Governmental Body, including any schedule or attachment thereto, and including any amendments thereof.

(dddd) “Taxing Authority” means any U.S. federal, state, local, municipal, or foreign government, any subdivision, agency, commission or authority thereof or any quasi-Governmental Body exercising Tax regulatory authority.

(eeee) “Transaction Agreements” means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

(ffff) “Transactions” means the transactions contemplated by this Agreement and the other Transaction Agreements.

(gggg) “1.5L Notes” means the Floating Rate Senior Secured PIK Notes due 2031 issued under that certain Indenture, dated as of August 30, 2024, by and among the Principal Seller, the Subsidiary Guarantors (as defined therein), and U.S. Bank Trust Company, National Association, as trustee and securities collateral agent (as amended, amended and restated, supplemented, or otherwise modified from time to time).

(hhhh) “3L Notes” means the 15.000% Third-Priority Senior Secured PIK Notes due 2031 issued under that certain Indenture, dated as of August 30, 2024, by and among the Principal Seller, the Subsidiary Guarantors (as defined therein), and U.S. Bank Trust Company, National Association, as trustee and securities collateral agent (as amended, amended and restated, supplemented, or otherwise modified from time to time).

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Section 12.3 **Rules of Interpretation.** Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and exhibit references contained in this Agreement are references to sections, clauses, Schedules and exhibits in or to this Agreement, unless otherwise specified. All exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(b) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.”

(c) The words “to the extent” shall mean “the degree by which” and not simply “if.”

(d) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(e) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(f) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(g) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(h) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(i) Any document or item will be deemed “delivered,” “provided” or “made available” by Sellers, within the meaning of this Agreement if such document or item is (i) included in the Dataroom, (ii) actually delivered or provided to Purchaser or any of Purchaser’s Advisors or (iii) made available upon request, including at Sellers’ offices.

(j) Any reference to any agreement or Contract will be a reference to such agreement or Contract, as amended, modified, supplemented or waived.

(k) Any reference to any particular Tax Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided, that for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Tax Code section or Law, the reference to such Tax Code section or Law means such Tax Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(l) A reference to any Party to this Agreement or any other agreement or document shall include such Party's successors and assigns, but only if such successors and assigns are not prohibited by this Agreement.

(m) A reference to a Person in a particular capacity excludes such Person in any other capacity or individually.

[Signature pages follow.]

Exhibit 2

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Eckerd Corporation (collectively with the entities listed under the header “Sellers” on the signature pages hereto, each, “Seller” and collectively, “Sellers”), and CVS Pharmacy, Inc., a Rhode Island corporation (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101–1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets.** The applicable Seller agrees to sell to the applicable Buyer, free and clear of all liens, security interests and other encumbrances to the fullest extent possible under 11 U.S.C. § 363(f), and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription files, records and data utilized, maintained, or generated, as applicable, by Seller in the course of operating the applicable Pharmacy in each case, in the applicable Seller’s possession as of the Closing Date and going back no less than the greater of (i) the period of time required by federal and state law and (ii) the 3-year period immediately preceding the respective Closing Date (as defined below), including, all hard copy prescriptions, signature logs, customer lists, and all electronic data related thereto maintained in any format by Seller (collectively, “Records”);

(b) (i) all items in stock of prescription pharmaceutical inventory of the Pharmacies pursuant to the terms hereof (the “Purchased Pharmacy Inventory”), and (ii) all accompanying transaction history, transaction information, and transaction statements (the “3T Documentation”) as required pursuant to the Drug Supply Chain Security Act (the “DSCS Act”);

(c) With respect to the applicable Seller’s Controlled Substance Ordering System (“CSOS”), to the extent in hard copy format, originals of any and all CSOS-related records for the 2-year period proceeding each Closing (or any longer period required by applicable state law), including records of all orders placed and received via the applicable Seller’s CSOS system (the orders and any disposition data (quantity received, date received, any statements of nonacceptance, etc.) must be clearly associated with each other) and DEA 222 Forms from the 2-year period preceding the applicable Closing Date (or any longer period required by applicable state law) (collectively, the “DEA Documentation”); provided, for the

avoidance of doubt, that, to the extent such materials (i) are in electronic format, or (ii) are records of controlled substances disposed of, such materials shall be deemed as Excluded Assets and the applicable Seller shall retain such materials; and

(d) such other books and records related to the Pharmacies, if any, in each case, solely to the extent in the applicable Seller's possession and readily available, and that the Parties may agree should be transferred to the applicable Buyer in order to convey ownership of the Purchased Pharmacy Inventory to the applicable Buyer or to otherwise effectuate the intention of this Agreement.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the "Excluded Assets"), including: (a) front-end store inventory and over-the-counter inventory; (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) "Rite Aid Awards" loyalty program Personal Information (for purposes of this clause (c), "Personal Information" means "personally identifiable information" as defined in Section 101(41A) of the Bankruptcy Code); (d) store and trade fixtures, furniture and equipment; (e) licenses, permits, contracts and understandings of Sellers; (f) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (g) computer software programs and systems and any web sites; (h) any corporate minute books and the corporate seal of Sellers; and (i) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name "Rite Aid" and all derivatives thereof.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the "Excluded Liabilities"). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy's operations and compliance prior to the respective Closing Date, including the HIPAA Rules' privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, tort claimants, unemployment, income, property, sales or other taxes, or otherwise, or employee benefit plans (including with respect to any multiemployer plans (as defined in Section 3(37) or 4001 of ERISA) and withdrawal liabilities with respect thereto), it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the "Assumed Liabilities"). Each Seller further expressly acknowledges and agrees that no Buyer is assuming, and Buyer expressly disclaims and declines assumption of, any and all liability arising from or related in any way to any Opioid Action (as defined in Section 16(a)).

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) Conduct of Business of Sellers. From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b).

5. Closing; Purchase Price.

(a) Closing. The consummation of the closing of the first transaction contemplated hereby (each such consummation of closing, a “Closing”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in Section 15 (other than conditions that by their terms or nature are to be satisfied at each Closing) or such other date as mutually agreed by the Parties (each a “Closing Date”), and all Closings for the Stores hereunder shall occur no later than [REDACTED] following the commencement of the first Closing under this Agreement unless otherwise mutually agreed by the Parties; provided, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in Schedule A with respect to the applicable Store.

(b) Closing Deliverables. On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as Schedule B (the “Bill of Sale”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; provided that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Seller shall deliver to the applicable Buyer complete copies of the applicable Seller’s 3T Documentation and DEA Documentation, as applicable, as required for the applicable Purchased Pharmacy Inventory. At no additional cost to the applicable Buyer, the applicable Seller shall cooperate and assist the applicable Buyer, at least 30 days prior to each Closing Date or such shorter timeframe as may be agreed to by the applicable Buyer and Seller, in Buyer’s efforts to effect a transfer of the 3T Documentation on each Closing Date using such means and efforts as determined by Buyer in its reasonable discretion. Such cooperation shall include the applicable Seller taking such acts as may be necessary, including executing a release or authorization for the benefit of third parties that are maintaining any 3T Documentation on behalf of such Seller, as may be necessary to facilitate the transfer of the 3T Documentation to the applicable Buyer;

(v) the applicable Seller shall deliver to the applicable Buyer, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price (as defined below)), signed by a representative of such Seller;

(vi) the applicable Buyer shall deliver to the applicable Seller, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price), signed by a representative of such Buyer; and

(vii) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized officer of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. Except as otherwise set forth herein, on the applicable Closing Date, and subject to provisions of Section 6 and Section 7 below, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller in a closing statement to be mutually agreed upon and executed by the applicable Buyer and Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price"); and

(ii) no later than [REDACTED] following the Closing Date, the Inventory Purchase Price (as defined below), which Inventory Purchase Price shall be subject to the cap set forth on Schedule A (the "Inventory Purchase Price Cap"), and subject to Schedule D (including Annex I thereto) (the Inventory Purchase Price, together with the Final Records Purchase Price, the "Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule C and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. Certain Records Matters and Valuation.

(a)

[REDACTED]

(b)

[REDACTED]

(i)

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, is the “Final Records Purchase Price”.

7. **Certain Inventory Matters and Valuation.**

(a) The Parties agree that the applicable Buyer will purchase, and the Purchased Assets will include, only those items of inventory that are determined to be Purchased Pharmacy Inventory according to the methods, standards and procedures set forth on Schedule D and that the applicable Buyer will not purchase any Excluded Inventory. Each Seller shall use its reasonable efforts to physically separate all applicable Excluded Inventory from the applicable Purchased Pharmacy Inventory prior to the applicable Closing Date or otherwise ensure that no Excluded Inventory is transferred to any Buyer.

(b) The Parties shall commission WIS International or another mutually acceptable inventory valuation firm (the “Inventory Service”) to conduct a full review and valuation of the Purchased Pharmacy Inventory at the Pharmacies on the day immediately prior to the respective Closing Date using the methods, standards and procedures set forth on Schedule D and AWP published as of the date of such valuation (such review at an individual Pharmacy, the “Inventory Review” and the amount determined pursuant to the Inventory Review at an individual Pharmacy, which shall automatically be reflected on Schedule A thereafter, the “Inventory Purchase Price”). The cost and expense of the Inventory Service for all purposes hereunder shall be borne solely by the applicable Buyer.

8. **Records Transfer; Patient Notification.**

(a) The Parties agree that the applicable Seller will engage Two Point, or if Two Point is unavailable, in Buyer’s discretion, InfoWerks (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, exclusively to such Buyer (or such Buyer’s designee) at least 14 days prior to but continuing through the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 14th day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such Buyer. If the Record Data is transferred pursuant to this Section 8(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, for any reason or no reason, then the applicable Buyer (and such Buyer’s designee, if

applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records. Each Buyer agrees to implement appropriate safeguards to restrict the access and use of the Record Data prior to each Closing Date solely for data migration and integration purposes.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor who shall be agreed to by the Parties (the “Third-Party Distributor”), notify each customer of the respective Pharmacies, who has had a prescription transferred to the applicable Buyer pursuant to this Agreement, by mailing each of them a letter under such Buyer’s signature. The applicable Seller agrees that in no event shall such Seller (and the applicable Seller shall cause its respective affiliates, subsidiaries and potential third-party purchasers not to) send letters, any form of incentives or other communications to the respective Pharmacies’ customers to solicit or encourage the relocation of such customers’ prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers’ request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer’s prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer’s prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer, such Buyer shall, to the extent required by, and in accordance with, applicable law (i) transfer such Pharmacy customer’s prescription records to the location designated by such Pharmacy customer and (i) purge said Pharmacy customer’s prescription records from such Buyer’s files (except to the extent such Buyer is required by law to retain such Records). The Parties agree that, in the event such prescription records are not transferred to the applicable Buyer pursuant to this Section 8(c), such prescriptions shall not be included in the Verification Date Volume for purposes of Section 6(b) hereof. The provisions of this Section 8(c) shall survive the applicable Closing Date.

9. Communications.

(a) The Parties agree that no Party shall produce (i) any press releases or advertising other than as set forth herein (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below). Notwithstanding the foregoing, at no additional cost to Buyer, for a period of ninety (90) days commencing on the Closing Date, Buyer shall have the right to (i) put signs in Buyer’s store windows and in the windows of the applicable Store (if permitted to do so by the Seller’s landlord) notifying customers that the prescription files have been transferred to Buyer’s store, and (ii) otherwise advertise the transfer of the prescription files to Buyer from applicable Seller as described herein. Buyer shall have the right to use the applicable Seller trade name(s) for purposes of the foregoing signage.

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer, in each case (i)

to the extent required to in order to comply with federal and state law, including applicable state pharmacy board requirements or (ii) subject to the applicable Buyer's approval.

10. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal regulations ("HIPAA Rules") published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, "Protected Health Information" shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers' obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration ("DEA") and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date, and shall comply with the foregoing laws and regulations to the extent they relate to the transfer of the Purchased Pharmacy Inventory. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 10 shall survive the applicable Closing Date.

11. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding ("RCF") for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer's pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller's service provider's limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer's pharmacy as listed in Schedule A, and such message shall continue until such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications; Store Closings. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In

accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies. On the evening immediately prior to each applicable Closing Date, each applicable Seller shall close the applicable Pharmacy and such Pharmacy shall remain closed thereafter.

(c) Non-Competition.

(i) As a material inducement to Buyers to enter into this Agreement, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, except as set forth in Section 11(c)(iii), Sellers agree that they and their subsidiaries and affiliates, will not, directly or indirectly, during the period commencing on the Closing Date with respect to each Store and its respective Territory and expiring on [REDACTED] of the last Closing Date (the "Restrictive Period"): (a) anywhere within a [REDACTED] of each Store (the "Territory"), either directly or indirectly, be employed by, form, acquire, invest in, finance, own, operate, manage, consult with, assist, support, provide directly or indirectly with, whether as a stockholder, partner, lessor, lessee, member, joint venture, advisor, employee, consultant or independent contractor, an enterprise that is engaged, in whole or in part, in the business of any pharmacy (retail or otherwise), drug store or health and beauty aid store or similar operation, as applicable, or selling or otherwise providing any other products or services competitive with, or having the same applications as, any products or services now sold by the Sellers in the Stores; (b) hire, engage, employ or interfere with, or attempt to hire, engage, employ or interfere with, either directly or indirectly, any employees, representatives or agents of Buyers or any of their subsidiaries or affiliates in the Territory or any Purchaser Hired Employees, or induce or attempt to induce, either directly or indirectly, any of them to leave the employ of any Buyer or any Buyer's subsidiaries or affiliates, or violate the terms of his or her employment or other contract with any Buyer or any Buyer's subsidiaries or affiliates; or (c) call upon, solicit, advise or otherwise do or attempt to do, business with any clients, suppliers, customers or accounts of the business of any Buyer or any Buyer's subsidiaries or affiliates in the Territory or take away or interfere or attempt to take away or interfere with any custom, trade, business or patronage of the business of any Buyer or a Buyer's subsidiaries or affiliates in the Territory. "Purchaser Hired Employees" means any employee employed by any Seller at any of the Stores and hired by any Buyer or any Buyer's subsidiaries or affiliates within 30 days of the Closing for such Stores.

(ii) The Parties hereby agree that the applicable Seller's covenants herein were a material inducement to the applicable Buyer's entering into this Agreement and that a breach of the provisions of this Section 11(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 11(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 11(c) shall survive the applicable Closing Date.

(iii) Notwithstanding anything to the contrary contained herein, Sellers shall be permitted to (i) conduct "going out of business" sales at and liquidations of the Stores following, and to be completed within ninety (90) days following, their respective Closings and (ii) continue to own and operate any existing retail locations (other than the Stores) within the Territory (such Stores, the "Retained Stores") in the Ordinary Course; provided, however, that Sellers shall be prohibited from relocating any Retained Stores to other locations within the Territory or opening or acquiring, directly or indirectly (including through the acquisition of, or by, any person outside the Territory) any new retail locations within the Territory during the Restrictive Period, as applicable.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 11(d).

(e) DSCS Act. The applicable Seller agrees to provide the applicable Buyer with all readily available product tracing information and other information required by the DSCS Act for the Purchased Pharmacy Inventory, including the 3T Documentation. The applicable Seller shall reasonably cooperate and assist the applicable Buyer, in such Buyer's efforts to effect a transfer of such 3T Documentation on the applicable Closing Date. Such cooperation may include the applicable Seller taking such acts as may be reasonably necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any such 3T Documentation on behalf of such Seller, as may be reasonably necessary to facilitate the transfer of all such 3T Documentation to the applicable Buyer.

12. **Seller's Representations and Warranties**. Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) Organization. Such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business.

(b) Authorization; No Conflict. Subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. Such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement, and this Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies. This Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under the order of the Bankruptcy Court substantially in the form attached hereto as Schedule F, with such changes as are reasonably acceptable to Buyer and Sellers, that has not been stayed, vacated, or stayed pending appeal, approving the Sellers' entry into this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code (the "Sale Order"), and the applicable Buyer is entitled to the rights and protections contained in the Sale Order.

(c) Compliance with Laws. Except as material to the Purchased Assets, taken as a whole, since August 30, 2024 (the "Emergence Date") and up to the applicable Closing Date:

- (i) such Seller has maintained the applicable Purchased Assets;
- (ii) such Seller's conduct of its business at such Store has not violated in any respect, and is in compliance in all respects with, any and all local, state, federal, and foreign laws, statutes, ordinances, regulations, rules, codes, decisions, decrees, and orders;
- (iii) such Seller has not received any notice or complaint to the effect that, or otherwise been advised that, it is not in compliance with or it is in violation of any such statutes, regulations, rules, judgments, decrees, orders, ordinances, or other laws with respect to the Purchased Assets;

(iv) such Seller has not been notified of, and is not aware of, of any inquiry, investigation or similar proceeding from any governmental body, been sanctioned, or had a sanction proposed, by any governmental body, or received or filed for any Medicare or Medicaid overpayments or other improper billings with respect to such Store.

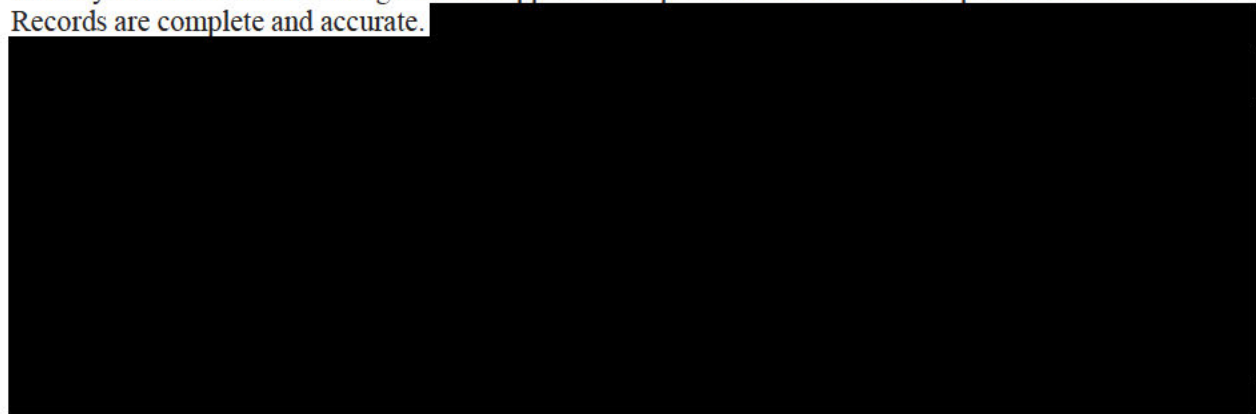
(v) all Medicare, Medicaid and third-party reports and claims filed or required to be filed with respect to such Store by such Seller have been timely filed and are complete and accurate in all material respects (and such reports and claims properly claim and disclose all information and other items to be disclosed for the periods covered thereby);

(vi) such Seller has not been disciplined or sanctioned, or, to such Seller's knowledge have had a discipline or sanction proposed, by any governmental body or excluded from participation in any government healthcare payment program, including Medicare or Medicaid, nor is such Seller aware of any pending or threatened discipline, sanction, inquiry, investigation or government action that may lead to such exclusion, fine or other remedy; and

(vii) such Seller is in material compliance with, and has submitted all reports and other information required by, all prescription monitoring programs or other similar programs maintained by governmental or regulatory authorities and is not aware of and, to such Seller's knowledge, has not received any notice of, or otherwise been advised of, any material errors in any such submissions.

(d) No Legal Action. To such Seller's knowledge, except for debts asserted against Seller in their Bankruptcy Cases, and except as not material to the Purchased Assets, taken as a whole, there are no (i) claims, actions, suits, labor disputes, arbitration, legal or administrative proceedings or investigations (collectively, the "Claims"), including, without limitation, by the DEA, OIG, CMS, FDA or Board of Pharmacy, pending against or, to the knowledge of Seller, threatened against the Purchased Assets or such Seller (to the extent such Claims against such Seller may adversely affect such Purchased Assets), otherwise pending or to the knowledge of Seller, threatened with respect to the Purchased Assets, and, to Seller's knowledge, no such actions, disputes, proceedings or investigations are contemplated or (ii) judgments, decrees, orders, writs, injunctions, rulings, decisions or awards of any court or governmental body against the Sellers to which the Purchased Assets will be subject from and after the applicable Closing Date, in the case of each of (i) and (ii) that would prohibit the transactions contemplated hereby.

(e) Prescription Records. To such Seller's knowledge, the prescriptions filled at such Store have arisen from bona fide, legal transactions. Such Seller's Records have been accessed, collected, compiled, disclosed, maintained, and stored in compliance with any and all local, state, federal, and foreign laws, statutes, ordinances, regulations, rules, codes, decisions, decrees, and orders, and are consistent with industry standards and clinical guidelines applicable to pharmacists and licensed prescribers. Such Seller's Records are complete and accurate.



[REDACTED]

(f) Title. Such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order. Such Seller has not, since the Emergence Date, made an assignment of the applicable Purchased Assets for the benefit of creditors.

(g) Adequacy of Purchase Price. The applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any Claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any Claim against such Buyer.

(h) No Brokers. Except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

13. Buyer's Representations and Warranties. Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

14. Certain Regulatory Matters.

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and any U.S. state laws, rules and regulations requiring that a governmental

body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby (“State Transaction Notification Laws”) at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule E, if required, as promptly as practicable, and in any event no later than [REDACTED] following the date of the Sale Order. Subject to the other terms of this Section 14, each Party shall (and shall cause their respective affiliates to) furnish to each other’s counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as applicable resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 14 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer’s written request to the applicable Seller, the Parties shall promptly submit an appropriate response to such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 14, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 14, each Party may (1) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client

privilege or protect material relating to the valuation of the Purchased Assets. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall, after consultation with the applicable Seller and consideration of the Seller's views in good faith, have principal responsibility for directing, devising, and implementing the strategy for obtaining any necessary approval of, for responding to any request from, inquiry by, or investigation by (including directing the timing, nature, and substance of all such filings or responses), for the determination of any actions to be taken under Section 14 with respect to, and for leading all meetings and communications with, any governmental body relating to the HSR Act or any State Transaction Notification Law. Buyer may determine in good faith that, in order to expedite or increase the likelihood of any clearances, consents, approvals, waivers, actions, waiting period expirations, terminations, non-actions, or other authorizations required under the HSR Act or State Transaction Notification Laws for the consummation of this Agreement and the transactions contemplated hereunder, it may, with the consent of Sellers (not to be unreasonably withheld or delayed), exclude any Store, which Store, upon such good faith determination, shall be deemed an "Excluded Store", and any Purchased Assets or Assumed Liabilities used in connection with such Excluded Store(s) from Closing. Buyer and Sellers agree that reasonable best efforts under this Section 14 shall not require Buyer or its affiliates to: (i) enter into a consent decree, consent agreement, settlement or other agreement or arrangement (including any customary ancillary agreements) containing Buyer's agreement to hold separate, license, sell, transfer, dispose or divest (pursuant to such terms as may be required by any governmental body) such assets (whether tangible or intangible), rights, properties, products or businesses of Buyer and its affiliates (including, after each Closing, the applicable Purchased Assets), (ii) agree to the termination, modification, or assignment of existing relationships, joint ventures, contracts or obligations of Buyer and its affiliates (iii) deem any Store an Excluded Store pursuant to this Section 14(b); (iv) defend through litigation or arbitration any legal action seeking to restrain, enjoin or otherwise prohibit one or more Store Closings, (v) substantially comply with any requests for additional information and documentary material, subpoena, or civil investigative demand, or (vi) agree to such limitations on conduct or actions of members of Buyer and its affiliates after each Closing as may be required in order to obtain satisfaction of the closing conditions set forth in Section 15(a) as promptly as practicable, in each case, so as to allow the consummation of this Agreement and the transactions hereunder as soon as practicable and, in any event, prior to the Outside Date.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

15. **Conditions Precedent.**

(a) Parties' Conditions. It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any governmental body to delay consummation of any of the transactions contemplated hereby) shall have expired or been terminated and the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule E) with respect to the applicable Store shall have been satisfied;

(ii) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in any material manner; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or

preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) Buyer's Conditions. It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) the Bankruptcy Court shall have entered the Sale Order, and such Order (i) shall not have been stayed, stayed pending appeal, reversed, or vacated, and (ii) shall not have been amended, supplemented, or otherwise modified in any manner adverse to Buyer;

(iv) no law, order or compulsory process is issued or in effect by any governmental body (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand, or suspensory timing agreement) that does, or can reasonably be expected to, adversely affect the applicable Store or Closing or acquisition of Purchased Assets related thereto;

(v) transfer of the applicable Seller's Record Data to the respective Buyer, as contemplated in Section 8, shall be complete; and

(vi) unless the Sale Order otherwise provides that Buyer shall have no liability or responsibility for any liability or other obligation of any Seller arising under or related to the Purchased Assets other than as expressly set forth in this Agreement, including successor or vicarious liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee liability, labor law, de facto merger, or substantial continuity ("Successor Liability"), with respect to (1) that certain Corporate Integrity Agreement between OIG and Seller and certain of its affiliates, effective July 9, 2024 ("CIA"), and (2) that certain Memorandum of Agreement for Injunctive Terms between the United States and Sellers, dated effective as of August 30, 2024 ("MOU"), and (3) that certain Rite Aid Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms ("Injunction"), Docket No. 4532, Ex. A, in the Prior Cases, will not apply to, or be assumed by, Buyer, Buyer shall have evidence reasonably satisfactory to Buyer that Buyer shall have no Successor Liability with respect to the CIA, MOU and Injunction.

(c) Seller's Conditions. It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations

and warranties of such Buyer contained in Section 12(a) of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 15 to be satisfied if such failure was caused by such party's breach of this Agreement.

16. **Indemnification and Related Matters.**

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any Claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; (iv) any loss, liability, or Claim arising out of or related to the Excluded Assets or Excluded Liabilities; (v) any Claims against any Seller or its subsidiaries and affiliates with respect to the sale, distribution, dispensing, delivery, monitoring, reporting, other operations, or act or failure to act, in each case, by any Seller or its subsidiaries or affiliates prior to the Closing Date, related to any opioid product, including without limitation any liability arising from the actions that have been filed against Seller or its subsidiaries or affiliates in federal and state court (including those that are pending in In Re National Prescription Opiate Litigation, 1:17-MD-2804 (N.D. Ohio)), the action brought by the federal government that is captioned United States ex rel. White et al. v. Rite Aid Corporation et al., 1:21-CV-1239 (N.D. Ohio), any investigations of Seller or its subsidiaries or affiliates related to opioid products, and any warrants, subpoenas, civil investigative demands, and other requests for documents or information that Seller or its subsidiaries or affiliates have received from federal, state, and local governments related to opioid products (all of the foregoing, collectively, the "Opioid Actions"); and (vi) Claims for brokerage commissions or compensation or other Claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 12 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

17. **Confidentiality.** Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 17 shall survive Closing and shall be binding on the Parties' legal representatives, successors and assigns.

18. **Fiduciary Obligations.**

Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

19. **Termination of Agreement.** Without limiting any other provision of this Agreement, this Agreement may be terminated at any time prior to any Closing (which termination, for the avoidance of doubt, shall not affect any Closings in respect of the Purchased Assets which shall have occurred prior thereto), and in no other matter:

(a) by the mutual written consent of the applicable Seller and applicable Buyer;

(b) by written notice of the applicable Buyer or applicable Seller if all Closings have not occurred on or before the date that is [REDACTED] following the earliest Closing Date listed on Schedule A (the "Outside Date"); provided, that a Party shall not be permitted to terminate this Agreement pursuant to this 19(b) if the failure of any of the Closings to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, such Party's failure to consummate any Closing);

(c) by written notice of the applicable Buyer, if the first Closing hereunder has not occurred on or before the date that is [REDACTED] following issuance of the Sale Order; provided, that Buyer shall not be permitted to terminate this Agreement pursuant to this Section 19(c) if the failure of any of the Closings to have occurred by such date was caused by such Party's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, such Buyer's failure to consummate any Closing);

(d) by written notice of the applicable Buyer, with respect to all Stores in any applicable state, in its sole and absolute discretion, if any law, order or compulsory process is issued or in effect by any state governmental body (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand or suspensory timing agreement) to be in effect in accordance with Section 15(a)(iii) or 15(b)(iv).

(e) by written notice of the applicable Buyer, in its sole and absolute discretion, if any law, order, or compulsory process is issued or in effect by the U.S. Federal Trade Commission (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand, or suspensory timing agreement) to be in effect in accordance with Section 15(a)(iii) or 15(b)(iv).

20. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed:

if to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com;
chopkins@paulweiss.com

if to Buyers:

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Stephen Frumento, Vice President, Patient Growth
Gui Serrano, AVP, Corporate Development
Email: [REDACTED]
[REDACTED]

(with copies, which shall not constitute notice, to):

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Brenna Jordan, Vice President and Senior Legal Counsel
Karen Bell, Managing Senior Counsel
Email: [REDACTED]
[REDACTED]

Foley & Lardner, LLP
321 North Clark
Chicago, IL 60654
Attention: Roger Strode; Geoff Goodman; Hannah Zaitlin
Email: rstrode@foley.com, ggoodman@foley.com; hzaitlin@foley.com

21. **Miscellaneous.**

(a) Risk of Loss. The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement.

(b) Assignment; Successors and Assigns. The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned); provided, however, that such consent of the applicable Seller shall not be required for the applicable Buyer to assign this Agreement to its affiliates (provided that any such assignee shall agree to be bound by the terms and conditions of this Agreement, including all of the applicable Buyer's obligations hereunder). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) Schedules and Exhibits; Entire Agreement. All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) Amendment; Waiver. This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) Headings; Construction. The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to "\$" and dollars will be deemed to refer to United States currency, (iv) whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word "or" is not exclusive, (vi) the word "will" will be construed to have the same meaning and effect as the word "shall", (vii) the words "shall," "will," and "agree(s)" are mandatory, and the word "may" is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any

provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any lien, claim or encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Employment of Pharmacy Employees.

(i) The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works.

(ii) The Parties acknowledge and agree that Buyer shall be free to exercise full discretion in applying its customary standard hiring practices, processes, procedures and policies, subject to applicable Law. It is further agreed that any employee who shall be employed by Buyer as a result of the applicable Closing (each an "Eligible Employee") shall be an "employee-at-will" of Buyer, and Buyer shall have no contractual obligation with regard to such employment, [REDACTED]

[REDACTED]

(iii) Notwithstanding anything contained herein to the contrary, Buyer is not assuming any liability or obligations related to any Eligible Employee, Sellers' terminated employees or other employees (including current or former contingent workers, contractors, seasonal workers or temporary workers) of Sellers or related to the Store, including: (i) any accrued or unpaid salaries, wages, bonuses or incentive payments, vacation, payroll taxes, retirement plan payables, obligations or liabilities, liability for any U.S. Equal Employment Opportunity Commission charge, any State Agency Administrative Charge, or any Federal, State or Local Enforcement Agency action, OSHA, wage and hour claim, unemployment compensation claim or workers' compensation claim or policy violation claim, grievance or claim of unfair labor practices, discrimination, harassment, or retaliation claim, or any lawsuit or class action lawsuit, putative or pending, arising from events occurring or conditions existing on or prior to each Closing Date (such obligations are deemed to be Excluded Liabilities); (ii) any obligation to offer them continued employment, additional leave, state or local sick pay reinstatement, reinstatement or reassignment or to offer them or their qualified beneficiaries the opportunity to elect healthcare continuation coverage, compensation and other benefits, any obligation under the Consolidated Omnibus Budget Reconciliation Act, vacation or paid sick time, payroll Taxes, leave of absences (*e.g.*, FMLA benefits), retirement plan payables and any liabilities or obligations with respect to any benefit plan or any other employee benefit or retirement plan or policy or any liabilities, multiemployer plan liabilities (including any withdrawal liabilities with respect thereto) or obligations arising from the termination or liquidation of any benefit plan; (iii) any liability or potential liability for any claims arising out of any Eligible Employee's employment or termination of employment with Sellers, including contract, wrongful termination, unfair labor practices, discrimination, harassment or retaliation, failure to accommodate, ERISA, wage and hour, health and safety, FMLA or other protected leave time, tort, unemployment compensation, workers' compensation, or claim for violation of personnel policy or practice; and (iv) any liability or obligation relating to or arising with respect to any individual acting as an independent contractor or contingent workers of Sellers or with respect to the Store or any benefit plan, including any liability relating to the termination of such independent contractor or contingent worker relationship, or characterization thereof, on or prior to each Closing Date. Without limiting the foregoing, no benefit plan (including, for the avoidance of doubt any multiemployer plan (as defined under Section 3(37) and 4001 of ERISA), or obligation or liability related to any benefit plan, will be transferred to Buyer or any of its affiliates or to any plan of Buyer or any of its affiliates, and all such benefit plans and related obligations and liabilities will remain with Sellers, whether prior to, on or after each Closing, except that Buyer in its sole and absolute discretion may accept certain qualified 401(k) plan assets as a qualified rollover. Without limiting the foregoing, Sellers will be solely responsible for all wages, benefits, sick leave, vacation or other paid time off accrued, but not yet taken, by its employees and such accrued amounts are deemed to be Excluded Liabilities.

(iv) The applicable Seller shall provide any required notice under, and shall be responsible for any notifications and liability under, the Workers' Adjustment and Retraining Notification Act (the "WARN Act") and any similar state or local law or regulation relating to "plant closing" or "mass layoff" (in each case as defined in the WARN Act) or group termination or similar event with respect to employees who are terminated the applicable Seller on or prior to the applicable Closing Date (including as a result of the consummation of the applicable Closing.

(v) In the event any Seller previously entered into any agreements with any current or former employee of Sellers with respect to any applicable Pharmacies, including any former employee of Sellers in a leadership or managerial position, pursuant to which such eligible employee agreed to be bound to any restrictive covenants for the benefit of any Seller (the "Restrictions"), then in connection herewith, each Party acknowledges and agrees that in preparation for and following the applicable Closing, but subject to the other terms of this Section 21(l), (i) Buyer and its affiliates may engage any of these current or former Seller employees in any capacity on a non-exclusive basis pursuant to terms that comply with all applicable laws; (ii) each applicable Seller hereby waives the Restrictions that would conflict with or prevent any such employee from engaging in any of the foregoing actions or from being engaged by Buyer

or its affiliates in any capacity; and (iii) neither any Seller nor any of their affiliates shall take any action or enter into any agreement that would conflict with or prevent Buyer or its affiliates from engaging in the foregoing actions. No Seller will assign any Restriction to anyone but an affiliate of Seller.

(m) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and.pdf signatures shall be deemed originals for purposes of enforcement.

(n) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(o) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(p) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(q) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 3

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Rite Aid of New York, Inc. (collectively with the entities listed under the header “Sellers” on the signature pages hereto, each, “Seller” and collectively, “Sellers”), and CVS Pharmacy, Inc., a Rhode Island corporation (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101–1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets.** The applicable Seller agrees to sell to the applicable Buyer, free and clear of all liens, security interests and other encumbrances to the fullest extent possible under 11 U.S.C. § 363(f), and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription files, records and data utilized, maintained, or generated, as applicable, by Seller in the course of operating the applicable Pharmacy in each case, in the applicable Seller’s possession as of the Closing Date and going back no less than the greater of (i) the period of time required by federal and state law and (ii) the 3-year period immediately preceding the respective Closing Date (as defined below), including, all hard copy prescriptions, signature logs, customer lists, and all electronic data related thereto maintained in any format by Seller (collectively, “Records”);

(b) (i) all items in stock of prescription pharmaceutical inventory of the Pharmacies pursuant to the terms hereof (the “Purchased Pharmacy Inventory”), and (ii) all accompanying transaction history, transaction information, and transaction statements (the “3T Documentation”) as required pursuant to the Drug Supply Chain Security Act (the “DSCS Act”);

(c) With respect to the applicable Seller’s Controlled Substance Ordering System (“CSOS”), to the extent in hard copy format, originals of any and all CSOS-related records for the 2-year period proceeding each Closing (or any longer period required by applicable state law), including records of all orders placed and received via the applicable Seller’s CSOS system (the orders and any disposition data (quantity received, date received, any statements of nonacceptance, etc.) must be clearly associated with each other) and DEA 222 Forms from the 2-year period preceding the applicable Closing Date (or any longer period required by applicable state law) (collectively, the “DEA Documentation”); provided, for the

avoidance of doubt, that, to the extent such materials (i) are in electronic format, or (ii) are records of controlled substances disposed of, such materials shall be deemed as Excluded Assets and the applicable Seller shall retain such materials; and

(d) such other books and records related to the Pharmacies, if any, in each case, solely to the extent in the applicable Seller's possession and readily available, and that the Parties may agree should be transferred to the applicable Buyer in order to convey ownership of the Purchased Pharmacy Inventory to the applicable Buyer or to otherwise effectuate the intention of this Agreement.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the "Excluded Assets"), including: (a) front-end store inventory and over-the-counter inventory; (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) "Rite Aid Awards" loyalty program Personal Information (for purposes of this clause (c), "Personal Information" means "personally identifiable information" as defined in Section 101(41A) of the Bankruptcy Code); (d) store and trade fixtures, furniture and equipment; (e) licenses, permits, contracts and understandings of Sellers; (f) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (g) computer software programs and systems and any web sites; (h) any corporate minute books and the corporate seal of Sellers; and (i) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name "Rite Aid" and all derivatives thereof.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the "Excluded Liabilities"). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy's operations and compliance prior to the respective Closing Date, including the HIPAA Rules' privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, tort claimants, unemployment, income, property, sales or other taxes, or otherwise, or employee benefit plans (including with respect to any multiemployer plans (as defined in Section 3(37) or 4001 of ERISA) and withdrawal liabilities with respect thereto), it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the "Assumed Liabilities"). Each Seller further expressly acknowledges and agrees that no Buyer is assuming, and Buyer expressly disclaims and declines assumption of, any and all liability arising from or related in any way to any Opioid Action (as defined in Section 16(a)).

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) Conduct of Business of Sellers. From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b).

5. Closing; Purchase Price.

(a) Closing. The consummation of the closing of the first transaction contemplated hereby (each such consummation of closing, a “Closing”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in Section 15 (other than conditions that by their terms or nature are to be satisfied at each Closing) or such other date as mutually agreed by the Parties (each a “Closing Date”), and all Closings for the Stores hereunder shall occur no later than [REDACTED] following the commencement of the first Closing under this Agreement unless otherwise mutually agreed by the Parties; provided, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in Schedule A with respect to the applicable Store.

(b) Closing Deliverables. On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as Schedule B (the “Bill of Sale”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; provided that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Seller shall deliver to the applicable Buyer complete copies of the applicable Seller’s 3T Documentation and DEA Documentation, as applicable, as required for the applicable Purchased Pharmacy Inventory. At no additional cost to the applicable Buyer, the applicable Seller shall cooperate and assist the applicable Buyer, at least 30 days prior to each Closing Date or such shorter timeframe as may be agreed to by the applicable Buyer and Seller, in Buyer’s efforts to effect a transfer of the 3T Documentation on each Closing Date using such means and efforts as determined by Buyer in its reasonable discretion. Such cooperation shall include the applicable Seller taking such acts as may be necessary, including executing a release or authorization for the benefit of third parties that are maintaining any 3T Documentation on behalf of such Seller, as may be necessary to facilitate the transfer of the 3T Documentation to the applicable Buyer;

(v) the applicable Seller shall deliver to the applicable Buyer, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price (as defined below)), signed by a representative of such Seller;

(vi) the applicable Buyer shall deliver to the applicable Seller, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price), signed by a representative of such Buyer; and

(vii) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized officer of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. Except as otherwise set forth herein, on the applicable Closing Date, and subject to provisions of Section 6 and Section 7 below, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller in a closing statement to be mutually agreed upon and executed by the applicable Buyer and Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price"); and

(ii) no later than [REDACTED] following the Closing Date, the Inventory Purchase Price (as defined below), which Inventory Purchase Price shall be subject to the cap set forth on Schedule A (the "Inventory Purchase Price Cap"), and subject to Schedule D (including Annex I thereto) (the Inventory Purchase Price, together with the Final Records Purchase Price, the "Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule C and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. Certain Records Matters and Valuation.

(a)

[REDACTED]

(b)

[REDACTED]

(i)

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, is the “Final Records Purchase Price”.

7. **Certain Inventory Matters and Valuation.**

(a) The Parties agree that the applicable Buyer will purchase, and the Purchased Assets will include, only those items of inventory that are determined to be Purchased Pharmacy Inventory according to the methods, standards and procedures set forth on Schedule D and that the applicable Buyer will not purchase any Excluded Inventory. Each Seller shall use its reasonable efforts to physically separate all applicable Excluded Inventory from the applicable Purchased Pharmacy Inventory prior to the applicable Closing Date or otherwise ensure that no Excluded Inventory is transferred to any Buyer.

(b) The Parties shall commission WIS International or another mutually acceptable inventory valuation firm (the “Inventory Service”) to conduct a full review and valuation of the Purchased Pharmacy Inventory at the Pharmacies on the day immediately prior to the respective Closing Date using the methods, standards and procedures set forth on Schedule D and AWP published as of the date of such valuation (such review at an individual Pharmacy, the “Inventory Review” and the amount determined pursuant to the Inventory Review at an individual Pharmacy, which shall automatically be reflected on Schedule A thereafter, the “Inventory Purchase Price”). The cost and expense of the Inventory Service for all purposes hereunder shall be borne solely by the applicable Buyer.

8. **Records Transfer; Patient Notification.**

(a) The Parties agree that the applicable Seller will engage Two Point, or if Two Point is unavailable, in Buyer’s discretion, InfoWerks (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, exclusively to such Buyer (or such Buyer’s designee) at least 14 days prior to but continuing through the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 14th day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such Buyer. If the Record Data is transferred pursuant to this Section 8(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, for any reason or no reason, then the applicable Buyer (and such Buyer’s designee, if

applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records. Each Buyer agrees to implement appropriate safeguards to restrict the access and use of the Record Data prior to each Closing Date solely for data migration and integration purposes.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor who shall be agreed to by the Parties (the “Third-Party Distributor”), notify each customer of the respective Pharmacies, who has had a prescription transferred to the applicable Buyer pursuant to this Agreement, by mailing each of them a letter under such Buyer’s signature. The applicable Seller agrees that in no event shall such Seller (and the applicable Seller shall cause its respective affiliates, subsidiaries and potential third-party purchasers not to) send letters, any form of incentives or other communications to the respective Pharmacies’ customers to solicit or encourage the relocation of such customers’ prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers’ request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer’s prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer’s prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer, such Buyer shall, to the extent required by, and in accordance with, applicable law (i) transfer such Pharmacy customer’s prescription records to the location designated by such Pharmacy customer and (i) purge said Pharmacy customer’s prescription records from such Buyer’s files (except to the extent such Buyer is required by law to retain such Records). The Parties agree that, in the event such prescription records are not transferred to the applicable Buyer pursuant to this Section 8(c), such prescriptions shall not be included in the Verification Date Volume for purposes of Section 6(b) hereof. The provisions of this Section 8(c) shall survive the applicable Closing Date.

9. Communications.

(a) The Parties agree that no Party shall produce (i) any press releases or advertising other than as set forth herein (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below). Notwithstanding the foregoing, at no additional cost to Buyer, for a period of ninety (90) days commencing on the Closing Date, Buyer shall have the right to (i) put signs in Buyer’s store windows and in the windows of the applicable Store (if permitted to do so by the Seller’s landlord) notifying customers that the prescription files have been transferred to Buyer’s store, and (ii) otherwise advertise the transfer of the prescription files to Buyer from applicable Seller as described herein. Buyer shall have the right to use the applicable Seller trade name(s) for purposes of the foregoing signage.

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer, in each case (i)

to the extent required to in order to comply with federal and state law, including applicable state pharmacy board requirements or (ii) subject to the applicable Buyer's approval.

10. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal regulations ("HIPAA Rules") published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, "Protected Health Information" shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers' obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration ("DEA") and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date, and shall comply with the foregoing laws and regulations to the extent they relate to the transfer of the Purchased Pharmacy Inventory. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 10 shall survive the applicable Closing Date.

11. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding ("RCF") for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer's pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller's service provider's limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer's pharmacy as listed in Schedule A, and such message shall continue until such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications; Store Closings. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In

accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies. On the evening immediately prior to each applicable Closing Date, each applicable Seller shall close the applicable Pharmacy and such Pharmacy shall remain closed thereafter.

(c) Non-Competition.

(i) As a material inducement to Buyers to enter into this Agreement, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, except as set forth in Section 11(c)(iii), Sellers agree that they and their subsidiaries and affiliates, will not, directly or indirectly, during the period commencing on the Closing Date with respect to each Store and its respective Territory and expiring on the [REDACTED] of the last Closing Date (the "Restrictive Period"): (a) anywhere within a [REDACTED] of each Store (the "Territory"), either directly or indirectly, be employed by, form, acquire, invest in, finance, own, operate, manage, consult with, assist, support, provide directly or indirectly with, whether as a stockholder, partner, lessor, lessee, member, joint venture, advisor, employee, consultant or independent contractor, an enterprise that is engaged, in whole or in part, in the business of any pharmacy (retail or otherwise), drug store or health and beauty aid store or similar operation, as applicable, or selling or otherwise providing any other products or services competitive with, or having the same applications as, any products or services now sold by the Sellers in the Stores; (b) hire, engage, employ or interfere with, or attempt to hire, engage, employ or interfere with, either directly or indirectly, any employees, representatives or agents of Buyers or any of their subsidiaries or affiliates in the Territory or any Purchaser Hired Employees, or induce or attempt to induce, either directly or indirectly, any of them to leave the employ of any Buyer or any Buyer's subsidiaries or affiliates, or violate the terms of his or her employment or other contract with any Buyer or any Buyer's subsidiaries or affiliates; or (c) call upon, solicit, advise or otherwise do or attempt to do, business with any clients, suppliers, customers or accounts of the business of any Buyer or any Buyer's subsidiaries or affiliates in the Territory or take away or interfere or attempt to take away or interfere with any custom, trade, business or patronage of the business of any Buyer or a Buyer's subsidiaries or affiliates in the Territory. "Purchaser Hired Employees" means any employee employed by any Seller at any of the Stores and hired by any Buyer or any Buyer's subsidiaries or affiliates within 30 days of the Closing for such Stores.

(ii) The Parties hereby agree that the applicable Seller's covenants herein were a material inducement to the applicable Buyer's entering into this Agreement and that a breach of the provisions of this Section 11(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 11(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 11(c) shall survive the applicable Closing Date.

(iii) Notwithstanding anything to the contrary contained herein, Sellers shall be permitted to (i) conduct "going out of business" sales at and liquidations of the Stores following, and to be completed within ninety (90) days following, their respective Closings and (ii) continue to own and operate any existing retail locations (other than the Stores) within the Territory (such Stores, the "Retained Stores") in the Ordinary Course; provided, however, that Sellers shall be prohibited from relocating any Retained Stores to other locations within the Territory or opening or acquiring, directly or indirectly (including through the acquisition of, or by, any person outside the Territory) any new retail locations within the Territory during the Restrictive Period, as applicable.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 11(d).

(e) DSCS Act. The applicable Seller agrees to provide the applicable Buyer with all readily available product tracing information and other information required by the DSCS Act for the Purchased Pharmacy Inventory, including the 3T Documentation. The applicable Seller shall reasonably cooperate and assist the applicable Buyer, in such Buyer's efforts to effect a transfer of such 3T Documentation on the applicable Closing Date. Such cooperation may include the applicable Seller taking such acts as may be reasonably necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any such 3T Documentation on behalf of such Seller, as may be reasonably necessary to facilitate the transfer of all such 3T Documentation to the applicable Buyer.

12. **Seller's Representations and Warranties**. Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) Organization. Such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business.

(b) Authorization; No Conflict. Subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. Such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement, and this Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies. This Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under the order of the Bankruptcy Court substantially in the form attached hereto as Schedule F, with such changes as are reasonably acceptable to Buyer and Sellers, that has not been stayed, vacated, or stayed pending appeal, approving the Sellers' entry into this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code (the "Sale Order"), and the applicable Buyer is entitled to the rights and protections contained in the Sale Order.

(c) Compliance with Laws. Except as material to the Purchased Assets, taken as a whole, since August 30, 2024 (the "Emergence Date") and up to the applicable Closing Date:

- (i) such Seller has maintained the applicable Purchased Assets;
- (ii) such Seller's conduct of its business at such Store has not violated in any respect, and is in compliance in all respects with, any and all local, state, federal, and foreign laws, statutes, ordinances, regulations, rules, codes, decisions, decrees, and orders;
- (iii) such Seller has not received any notice or complaint to the effect that, or otherwise been advised that, it is not in compliance with or it is in violation of any such statutes, regulations, rules, judgments, decrees, orders, ordinances, or other laws with respect to the Purchased Assets;

(iv) such Seller has not been notified of, and is not aware of, of any inquiry, investigation or similar proceeding from any governmental body, been sanctioned, or had a sanction proposed, by any governmental body, or received or filed for any Medicare or Medicaid overpayments or other improper billings with respect to such Store.

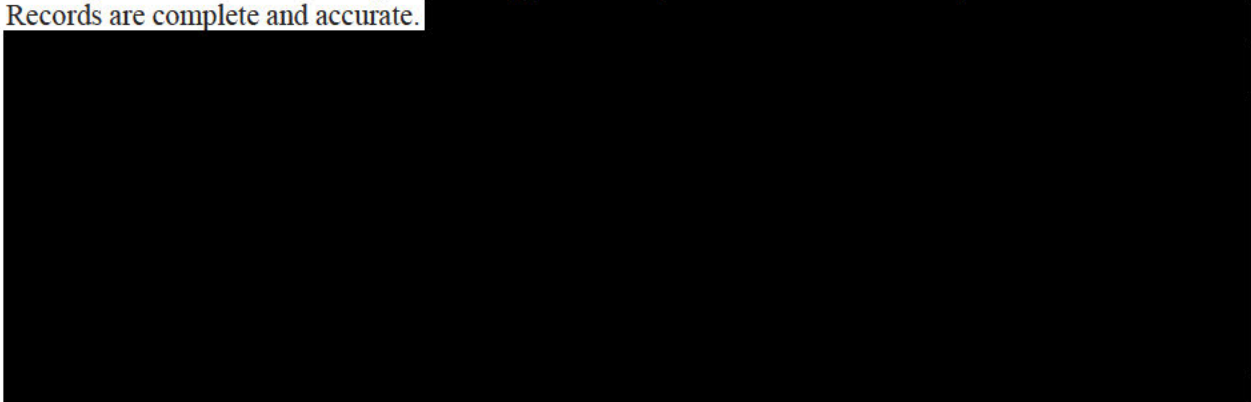
(v) all Medicare, Medicaid and third-party reports and claims filed or required to be filed with respect to such Store by such Seller have been timely filed and are complete and accurate in all material respects (and such reports and claims properly claim and disclose all information and other items to be disclosed for the periods covered thereby);

(vi) such Seller has not been disciplined or sanctioned, or, to such Seller's knowledge have had a discipline or sanction proposed, by any governmental body or excluded from participation in any government healthcare payment program, including Medicare or Medicaid, nor is such Seller aware of any pending or threatened discipline, sanction, inquiry, investigation or government action that may lead to such exclusion, fine or other remedy; and

(vii) such Seller is in material compliance with, and has submitted all reports and other information required by, all prescription monitoring programs or other similar programs maintained by governmental or regulatory authorities and is not aware of and, to such Seller's knowledge, has not received any notice of, or otherwise been advised of, any material errors in any such submissions.

(d) No Legal Action. To such Seller's knowledge, except for debts asserted against Seller in their Bankruptcy Cases, and except as not material to the Purchased Assets, taken as a whole, there are no (i) claims, actions, suits, labor disputes, arbitration, legal or administrative proceedings or investigations (collectively, the "Claims"), including, without limitation, by the DEA, OIG, CMS, FDA or Board of Pharmacy, pending against or, to the knowledge of Seller, threatened against the Purchased Assets or such Seller (to the extent such Claims against such Seller may adversely affect such Purchased Assets), otherwise pending or to the knowledge of Seller, threatened with respect to the Purchased Assets, and, to Seller's knowledge, no such actions, disputes, proceedings or investigations are contemplated or (ii) judgments, decrees, orders, writs, injunctions, rulings, decisions or awards of any court or governmental body against the Sellers to which the Purchased Assets will be subject from and after the applicable Closing Date, in the case of each of (i) and (ii) that would prohibit the transactions contemplated hereby.

(e) Prescription Records. To such Seller's knowledge, the prescriptions filled at such Store have arisen from bona fide, legal transactions. Such Seller's Records have been accessed, collected, compiled, disclosed, maintained, and stored in compliance with any and all local, state, federal, and foreign laws, statutes, ordinances, regulations, rules, codes, decisions, decrees, and orders, and are consistent with industry standards and clinical guidelines applicable to pharmacists and licensed prescribers. Such Seller's Records are complete and accurate.



[REDACTED]

(f) Title. Such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order. Such Seller has not, since the Emergence Date, made an assignment of the applicable Purchased Assets for the benefit of creditors.

(g) Adequacy of Purchase Price. The applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any Claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any Claim against such Buyer.

(h) No Brokers. Except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

13. Buyer's Representations and Warranties. Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

14. Certain Regulatory Matters.

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and any U.S. state laws, rules and regulations requiring that a governmental

body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby (“State Transaction Notification Laws”) at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule E, if required, as promptly as practicable, and in any event no later than [REDACTED] following the date of the Sale Order. Subject to the other terms of this Section 14, each Party shall (and shall cause their respective affiliates to) furnish to each other’s counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as applicable resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 14 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer’s written request to the applicable Seller, the Parties shall promptly submit an appropriate response to such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 14, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 14, each Party may (1) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client

privilege or protect material relating to the valuation of the Purchased Assets. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall, after consultation with the applicable Seller and consideration of the Seller's views in good faith, have principal responsibility for directing, devising, and implementing the strategy for obtaining any necessary approval of, for responding to any request from, inquiry by, or investigation by (including directing the timing, nature, and substance of all such filings or responses), for the determination of any actions to be taken under Section 14 with respect to, and for leading all meetings and communications with, any governmental body relating to the HSR Act or any State Transaction Notification Law. Buyer may determine in good faith that, in order to expedite or increase the likelihood of any clearances, consents, approvals, waivers, actions, waiting period expirations, terminations, non-actions, or other authorizations required under the HSR Act or State Transaction Notification Laws for the consummation of this Agreement and the transactions contemplated hereunder, it may, with the consent of Sellers (not to be unreasonably withheld or delayed), exclude any Store, which Store, upon such good faith determination, shall be deemed an "Excluded Store", and any Purchased Assets or Assumed Liabilities used in connection with such Excluded Store(s) from Closing. Buyer and Sellers agree that reasonable best efforts under this Section 14 shall not require Buyer or its affiliates to: (i) enter into a consent decree, consent agreement, settlement or other agreement or arrangement (including any customary ancillary agreements) containing Buyer's agreement to hold separate, license, sell, transfer, dispose or divest (pursuant to such terms as may be required by any governmental body) such assets (whether tangible or intangible), rights, properties, products or businesses of Buyer and its affiliates (including, after each Closing, the applicable Purchased Assets), (ii) agree to the termination, modification, or assignment of existing relationships, joint ventures, contracts or obligations of Buyer and its affiliates (iii) deem any Store an Excluded Store pursuant to this Section 14(b); (iv) defend through litigation or arbitration any legal action seeking to restrain, enjoin or otherwise prohibit one or more Store Closings, (v) substantially comply with any requests for additional information and documentary material, subpoena, or civil investigative demand, or (vi) agree to such limitations on conduct or actions of members of Buyer and its affiliates after each Closing as may be required in order to obtain satisfaction of the closing conditions set forth in Section 15(a) as promptly as practicable, in each case, so as to allow the consummation of this Agreement and the transactions hereunder as soon as practicable and, in any event, prior to the Outside Date.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

15. **Conditions Precedent.**

(a) Parties' Conditions. It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any governmental body to delay consummation of any of the transactions contemplated hereby) shall have expired or been terminated and the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule E) with respect to the applicable Store shall have been satisfied;

(ii) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in any material manner; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or

preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) Buyer's Conditions. It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) the Bankruptcy Court shall have entered the Sale Order, and such Order (i) shall not have been stayed, stayed pending appeal, reversed, or vacated, and (ii) shall not have been amended, supplemented, or otherwise modified in any manner adverse to Buyer;

(iv) no law, order or compulsory process is issued or in effect by any governmental body (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand, or suspensory timing agreement) that does, or can reasonably be expected to, adversely affect the applicable Store or Closing or acquisition of Purchased Assets related thereto;

(v) transfer of the applicable Seller's Record Data to the respective Buyer, as contemplated in Section 8, shall be complete; and

(vi) unless the Sale Order otherwise provides that Buyer shall have no liability or responsibility for any liability or other obligation of any Seller arising under or related to the Purchased Assets other than as expressly set forth in this Agreement, including successor or vicarious liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee liability, labor law, de facto merger, or substantial continuity ("Successor Liability"), with respect to (1) that certain Corporate Integrity Agreement between OIG and Seller and certain of its affiliates, effective July 9, 2024 ("CIA"), and (2) that certain Memorandum of Agreement for Injunctive Terms between the United States and Sellers, dated effective as of August 30, 2024 ("MOU"), and (3) that certain Rite Aid Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms ("Injunction"), Docket No. 4532, Ex. A, in the Prior Cases, will not apply to, or be assumed by, Buyer, Buyer shall have evidence reasonably satisfactory to Buyer that Buyer shall have no Successor Liability with respect to the CIA, MOU and Injunction.

(c) Seller's Conditions. It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations

and warranties of such Buyer contained in Section 12(a) of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 15 to be satisfied if such failure was caused by such party's breach of this Agreement.

16. **Indemnification and Related Matters.**

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any Claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; (iv) any loss, liability, or Claim arising out of or related to the Excluded Assets or Excluded Liabilities; (v) any Claims against any Seller or its subsidiaries and affiliates with respect to the sale, distribution, dispensing, delivery, monitoring, reporting, other operations, or act or failure to act, in each case, by any Seller or its subsidiaries or affiliates prior to the Closing Date, related to any opioid product, including without limitation any liability arising from the actions that have been filed against Seller or its subsidiaries or affiliates in federal and state court (including those that are pending in In Re National Prescription Opiate Litigation, 1:17-MD-2804 (N.D. Ohio)), the action brought by the federal government that is captioned United States ex rel. White et al. v. Rite Aid Corporation et al., 1:21-CV-1239 (N.D. Ohio), any investigations of Seller or its subsidiaries or affiliates related to opioid products, and any warrants, subpoenas, civil investigative demands, and other requests for documents or information that Seller or its subsidiaries or affiliates have received from federal, state, and local governments related to opioid products (all of the foregoing, collectively, the "Opioid Actions"); and (vi) Claims for brokerage commissions or compensation or other Claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 12 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

17. **Confidentiality.** Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 17 shall survive Closing and shall be binding on the Parties' legal representatives, successors and assigns.

18. **Fiduciary Obligations.**

Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

19. **Termination of Agreement.** Without limiting any other provision of this Agreement, this Agreement may be terminated at any time prior to any Closing (which termination, for the avoidance of doubt, shall not affect any Closings in respect of the Purchased Assets which shall have occurred prior thereto), and in no other matter:

(a) by the mutual written consent of the applicable Seller and applicable Buyer;

(b) by written notice of the applicable Buyer or applicable Seller if all Closings have not occurred on or before the date that is [REDACTED] following the earliest Closing Date listed on Schedule A (the "Outside Date"); provided, that a Party shall not be permitted to terminate this Agreement pursuant to this 19(b) if the failure of any of the Closings to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, such Party's failure to consummate any Closing);

(c) by written notice of the applicable Buyer, if the first Closing hereunder has not occurred on or before the date that is [REDACTED] following issuance of the Sale Order; provided, that Buyer shall not be permitted to terminate this Agreement pursuant to this Section 19(c) if the failure of any of the Closings to have occurred by such date was caused by such Party's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, such Buyer's failure to consummate any Closing);

(d) by written notice of the applicable Buyer, with respect to all Stores in any applicable state, in its sole and absolute discretion, if any law, order or compulsory process is issued or in effect by any state governmental body (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand or suspensory timing agreement) to be in effect in accordance with Section 15(a)(iii) or 15(b)(iv).

(e) by written notice of the applicable Buyer, in its sole and absolute discretion, if any law, order, or compulsory process is issued or in effect by the U.S. Federal Trade Commission (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand, or suspensory timing agreement) to be in effect in accordance with Section 15(a)(iii) or 15(b)(iv).

20. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed:

if to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com;
chopkins@paulweiss.com

if to Buyers:

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Stephen Frumento, Vice President, Patient Growth
Gui Serrano, AVP, Corporate Development
Email: [REDACTED]

(with copies, which shall not constitute notice, to):

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Brenna Jordan, Vice President and Senior Legal Counsel
Karen Bell, Managing Senior Counsel
Email: [REDACTED]

Foley & Lardner, LLP
321 North Clark
Chicago, IL 60654
Attention: Roger Strode; Geoff Goodman; Hannah Zaitlin
Email: rstrode@foley.com, ggoodman@foley.com; hzaitlin@foley.com

21. Miscellaneous.

(a) Risk of Loss. The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement.

(b) Assignment; Successors and Assigns. The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned); provided, however, that such consent of the applicable Seller shall not be required for the applicable Buyer to assign this Agreement to its affiliates (provided that any such assignee shall agree to be bound by the terms and conditions of this Agreement, including all of the applicable Buyer's obligations hereunder). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) Schedules and Exhibits; Entire Agreement. All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) Amendment; Waiver. This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) Headings; Construction. The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to “\$” and dollars will be deemed to refer to United States currency, (iv) whenever the words “including”, “include” or “includes” are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word “or” is not exclusive, (vi) the word “will” will be construed to have the same meaning and effect as the word “shall”, (vii) the words “shall,” “will,” and “agree(s)” are mandatory, and the word “may” is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any

provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any lien, claim or encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Employment of Pharmacy Employees.

(i) The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works.

(ii) The Parties acknowledge and agree that Buyer shall be free to exercise full discretion in applying its customary standard hiring practices, processes, procedures and policies, subject to applicable Law. It is further agreed that any employee who shall be employed by Buyer as a result of the applicable Closing (each an "Eligible Employee") shall be an "employee-at-will" of Buyer, and Buyer shall have no contractual obligation with regard to such employment, [REDACTED]

(iii) Notwithstanding anything contained herein to the contrary, Buyer is not assuming any liability or obligations related to any Eligible Employee, Sellers' terminated employees or other employees (including current or former contingent workers, contractors, seasonal workers or temporary workers) of Sellers or related to the Store, including: (i) any accrued or unpaid salaries, wages, bonuses or incentive payments, vacation, payroll taxes, retirement plan payables, obligations or liabilities, liability for any U.S. Equal Employment Opportunity Commission charge, any State Agency Administrative Charge, or any Federal, State or Local Enforcement Agency action, OSHA, wage and hour claim, unemployment compensation claim or workers' compensation claim or policy violation claim, grievance or claim of unfair labor practices, discrimination, harassment, or retaliation claim, or any lawsuit or class action lawsuit, putative or pending, arising from events occurring or conditions existing on or prior to each Closing Date (such obligations are deemed to be Excluded Liabilities); (ii) any obligation to offer them continued employment, additional leave, state or local sick pay reinstatement, reinstatement or reassignment or to offer them or their qualified beneficiaries the opportunity to elect healthcare continuation coverage, compensation and other benefits, any obligation under the Consolidated Omnibus Budget Reconciliation Act, vacation or paid sick time, payroll Taxes, leave of absences (*e.g.*, FMLA benefits), retirement plan payables and any liabilities or obligations with respect to any benefit plan or any other employee benefit or retirement plan or policy or any liabilities, multiemployer plan liabilities (including any withdrawal liabilities with respect thereto) or obligations arising from the termination or liquidation of any benefit plan; (iii) any liability or potential liability for any claims arising out of any Eligible Employee's employment or termination of employment with Sellers, including contract, wrongful termination, unfair labor practices, discrimination, harassment or retaliation, failure to accommodate, ERISA, wage and hour, health and safety, FMLA or other protected leave time, tort, unemployment compensation, workers' compensation, or claim for violation of personnel policy or practice; and (iv) any liability or obligation relating to or arising with respect to any individual acting as an independent contractor or contingent workers of Sellers or with respect to the Store or any benefit plan, including any liability relating to the termination of such independent contractor or contingent worker relationship, or characterization thereof, on or prior to each Closing Date. Without limiting the foregoing, no benefit plan (including, for the avoidance of doubt any multiemployer plan (as defined under Section 3(37) and 4001 of ERISA), or obligation or liability related to any benefit plan, will be transferred to Buyer or any of its affiliates or to any plan of Buyer or any of its affiliates, and all such benefit plans and related obligations and liabilities will remain with Sellers, whether prior to, on or after each Closing, except that Buyer in its sole and absolute discretion may accept certain qualified 401(k) plan assets as a qualified rollover. Without limiting the foregoing, Sellers will be solely responsible for all wages, benefits, sick leave, vacation or other paid time off accrued, but not yet taken, by its employees and such accrued amounts are deemed to be Excluded Liabilities.

(iv) The applicable Seller shall provide any required notice under, and shall be responsible for any notifications and liability under, the Workers' Adjustment and Retraining Notification Act (the "WARN Act") and any similar state or local law or regulation relating to "plant closing" or "mass layoff" (in each case as defined in the WARN Act) or group termination or similar event with respect to employees who are terminated the applicable Seller on or prior to the applicable Closing Date (including as a result of the consummation of the applicable Closing.

(v) In the event any Seller previously entered into any agreements with any current or former employee of Sellers with respect to any applicable Pharmacies, including any former employee of Sellers in a leadership or managerial position, pursuant to which such eligible employee agreed to be bound to any restrictive covenants for the benefit of any Seller (the "Restrictions"), then in connection herewith, each Party acknowledges and agrees that in preparation for and following the applicable Closing, but subject to the other terms of this Section 21(l), (i) Buyer and its affiliates may engage any of these current or former Seller employees in any capacity on a non-exclusive basis pursuant to terms that comply with all applicable laws; (ii) each applicable Seller hereby waives the Restrictions that would conflict with or prevent any such employee from engaging in any of the foregoing actions or from being engaged by Buyer

or its affiliates in any capacity; and (iii) neither any Seller nor any of their affiliates shall take any action or enter into any agreement that would conflict with or prevent Buyer or its affiliates from engaging in the foregoing actions. No Seller will assign any Restriction to anyone but an affiliate of Seller.

(m) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and.pdf signatures shall be deemed originals for purposes of enforcement.

(n) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(o) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(p) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(q) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 4

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Thrifty Payless, Inc. (collectively with the entities listed under the header “Sellers” on the signature pages hereto, each, “Seller” and collectively, “Sellers”), and CVS Pharmacy, Inc., a Rhode Island corporation (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101–1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets.** The applicable Seller agrees to sell to the applicable Buyer, free and clear of all liens, security interests and other encumbrances to the fullest extent possible under 11 U.S.C. § 363(f), and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription files, records and data utilized, maintained, or generated, as applicable, by Seller in the course of operating the applicable Pharmacy in each case, in the applicable Seller’s possession as of the Closing Date and going back no less than the greater of (i) the period of time required by federal and state law and (ii) the 3-year period immediately preceding the respective Closing Date (as defined below), including, all hard copy prescriptions, signature logs, customer lists, and all electronic data related thereto maintained in any format by Seller (collectively, “Records”);

(b) (i) all items in stock of prescription pharmaceutical inventory of the Pharmacies pursuant to the terms hereof (the “Purchased Pharmacy Inventory”), and (ii) all accompanying transaction history, transaction information, and transaction statements (the “3T Documentation”) as required pursuant to the Drug Supply Chain Security Act (the “DSCS Act”);

(c) With respect to the applicable Seller’s Controlled Substance Ordering System (“CSOS”), to the extent in hard copy format, originals of any and all CSOS-related records for the 2-year period proceeding each Closing (or any longer period required by applicable state law), including records of all orders placed and received via the applicable Seller’s CSOS system (the orders and any disposition data (quantity received, date received, any statements of nonacceptance, etc.) must be clearly associated with each other) and DEA 222 Forms from the 2-year period preceding the applicable Closing Date (or any longer period required by applicable state law) (collectively, the “DEA Documentation”); provided, for the

avoidance of doubt, that, to the extent such materials (i) are in electronic format, or (ii) are records of controlled substances disposed of, such materials shall be deemed as Excluded Assets and the applicable Seller shall retain such materials; and

(d) such other books and records related to the Pharmacies, if any, in each case, solely to the extent in the applicable Seller's possession and readily available, and that the Parties may agree should be transferred to the applicable Buyer in order to convey ownership of the Purchased Pharmacy Inventory to the applicable Buyer or to otherwise effectuate the intention of this Agreement.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the "Excluded Assets"), including: (a) front-end store inventory and over-the-counter inventory; (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) "Rite Aid Awards" loyalty program Personal Information (for purposes of this clause (c), "Personal Information" means "personally identifiable information" as defined in Section 101(41A) of the Bankruptcy Code); (d) store and trade fixtures, furniture and equipment; (e) licenses, permits, contracts and understandings of Sellers; (f) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (g) computer software programs and systems and any web sites; (h) any corporate minute books and the corporate seal of Sellers; and (i) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name "Rite Aid" and all derivatives thereof.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the "Excluded Liabilities"). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy's operations and compliance prior to the respective Closing Date, including the HIPAA Rules' privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, tort claimants, unemployment, income, property, sales or other taxes, or otherwise, or employee benefit plans (including with respect to any multiemployer plans (as defined in Section 3(37) or 4001 of ERISA) and withdrawal liabilities with respect thereto), it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the "Assumed Liabilities"). Each Seller further expressly acknowledges and agrees that no Buyer is assuming, and Buyer expressly disclaims and declines assumption of, any and all liability arising from or related in any way to any Opioid Action (as defined in Section 16(a)).

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) Conduct of Business of Sellers. From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b).

5. Closing; Purchase Price.

(a) Closing. The consummation of the closing of the first transaction contemplated hereby (each such consummation of closing, a “Closing”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in Section 15 (other than conditions that by their terms or nature are to be satisfied at each Closing) or such other date as mutually agreed by the Parties (each a “Closing Date”), and all Closings for the Stores hereunder shall occur no later than [REDACTED] following the commencement of the first Closing under this Agreement unless otherwise mutually agreed by the Parties; provided, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in Schedule A with respect to the applicable Store.

(b) Closing Deliverables. On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as Schedule B (the “Bill of Sale”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; provided that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Seller shall deliver to the applicable Buyer complete copies of the applicable Seller’s 3T Documentation and DEA Documentation, as applicable, as required for the applicable Purchased Pharmacy Inventory. At no additional cost to the applicable Buyer, the applicable Seller shall cooperate and assist the applicable Buyer, at least 30 days prior to each Closing Date or such shorter timeframe as may be agreed to by the applicable Buyer and Seller, in Buyer’s efforts to effect a transfer of the 3T Documentation on each Closing Date using such means and efforts as determined by Buyer in its reasonable discretion. Such cooperation shall include the applicable Seller taking such acts as may be necessary, including executing a release or authorization for the benefit of third parties that are maintaining any 3T Documentation on behalf of such Seller, as may be necessary to facilitate the transfer of the 3T Documentation to the applicable Buyer;

(v) the applicable Seller shall deliver to the applicable Buyer, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price (as defined below)), signed by a representative of such Seller;

(vi) the applicable Buyer shall deliver to the applicable Seller, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price), signed by a representative of such Buyer; and

(vii) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized officer of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. Except as otherwise set forth herein, on the applicable Closing Date, and subject to provisions of Section 6 and Section 7 below, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller in a closing statement to be mutually agreed upon and executed by the applicable Buyer and Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price"); and

(ii) no later than [REDACTED] following the Closing Date, the Inventory Purchase Price (as defined below), which Inventory Purchase Price shall be subject to the cap set forth on Schedule A (the "Inventory Purchase Price Cap"), and subject to Schedule D (including Annex I thereto) (the Inventory Purchase Price, together with the Final Records Purchase Price, the "Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule C and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. Certain Records Matters and Valuation.

(a) [REDACTED]

(b) [REDACTED]

(i)

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, is the “Final Records Purchase Price”.

7. **Certain Inventory Matters and Valuation.**

(a) The Parties agree that the applicable Buyer will purchase, and the Purchased Assets will include, only those items of inventory that are determined to be Purchased Pharmacy Inventory according to the methods, standards and procedures set forth on Schedule D and that the applicable Buyer will not purchase any Excluded Inventory. Each Seller shall use its reasonable efforts to physically separate all applicable Excluded Inventory from the applicable Purchased Pharmacy Inventory prior to the applicable Closing Date or otherwise ensure that no Excluded Inventory is transferred to any Buyer.

(b) The Parties shall commission WIS International or another mutually acceptable inventory valuation firm (the “Inventory Service”) to conduct a full review and valuation of the Purchased Pharmacy Inventory at the Pharmacies on the day immediately prior to the respective Closing Date using the methods, standards and procedures set forth on Schedule D and AWP published as of the date of such valuation (such review at an individual Pharmacy, the “Inventory Review” and the amount determined pursuant to the Inventory Review at an individual Pharmacy, which shall automatically be reflected on Schedule A thereafter, the “Inventory Purchase Price”). The cost and expense of the Inventory Service for all purposes hereunder shall be borne solely by the applicable Buyer.

8. **Records Transfer; Patient Notification.**

(a) The Parties agree that the applicable Seller will engage Two Point, or if Two Point is unavailable, in Buyer’s discretion, InfoWerks (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, exclusively to such Buyer (or such Buyer’s designee) at least 14 days prior to but continuing through the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 14th day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such Buyer. If the Record Data is transferred pursuant to this Section 8(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, for any reason or no reason, then the applicable Buyer (and such Buyer’s designee, if

applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records. Each Buyer agrees to implement appropriate safeguards to restrict the access and use of the Record Data prior to each Closing Date solely for data migration and integration purposes.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor who shall be agreed to by the Parties (the “Third-Party Distributor”), notify each customer of the respective Pharmacies, who has had a prescription transferred to the applicable Buyer pursuant to this Agreement, by mailing each of them a letter under such Buyer’s signature. The applicable Seller agrees that in no event shall such Seller (and the applicable Seller shall cause its respective affiliates, subsidiaries and potential third-party purchasers not to) send letters, any form of incentives or other communications to the respective Pharmacies’ customers to solicit or encourage the relocation of such customers’ prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers’ request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer’s prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer’s prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer, such Buyer shall, to the extent required by, and in accordance with, applicable law (i) transfer such Pharmacy customer’s prescription records to the location designated by such Pharmacy customer and (i) purge said Pharmacy customer’s prescription records from such Buyer’s files (except to the extent such Buyer is required by law to retain such Records). The Parties agree that, in the event such prescription records are not transferred to the applicable Buyer pursuant to this Section 8(c), such prescriptions shall not be included in the Verification Date Volume for purposes of Section 6(b) hereof. The provisions of this Section 8(c) shall survive the applicable Closing Date.

9. Communications.

(a) The Parties agree that no Party shall produce (i) any press releases or advertising other than as set forth herein (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below). Notwithstanding the foregoing, at no additional cost to Buyer, for a period of ninety (90) days commencing on the Closing Date, Buyer shall have the right to (i) put signs in Buyer’s store windows and in the windows of the applicable Store (if permitted to do so by the Seller’s landlord) notifying customers that the prescription files have been transferred to Buyer’s store, and (ii) otherwise advertise the transfer of the prescription files to Buyer from applicable Seller as described herein. Buyer shall have the right to use the applicable Seller trade name(s) for purposes of the foregoing signage.

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer, in each case (i)

to the extent required to in order to comply with federal and state law, including applicable state pharmacy board requirements or (ii) subject to the applicable Buyer's approval.

10. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal regulations ("HIPAA Rules") published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, "Protected Health Information" shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers' obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration ("DEA") and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date, and shall comply with the foregoing laws and regulations to the extent they relate to the transfer of the Purchased Pharmacy Inventory. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 10 shall survive the applicable Closing Date.

11. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding ("RCF") for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer's pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller's service provider's limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer's pharmacy as listed in Schedule A, and such message shall continue until such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications; Store Closings. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In

accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies. On the evening immediately prior to each applicable Closing Date, each applicable Seller shall close the applicable Pharmacy and such Pharmacy shall remain closed thereafter.

(c) Non-Competition.

(i) As a material inducement to Buyers to enter into this Agreement, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, except as set forth in Section 11(c)(iii), Sellers agree that they and their subsidiaries and affiliates, will not, directly or indirectly, during the period commencing on the Closing Date with respect to each Store and its respective Territory and expiring on [REDACTED] of the last Closing Date (the “Restrictive Period”): (a) anywhere within a [REDACTED] of each Store (the “Territory”), either directly or indirectly, be employed by, form, acquire, invest in, finance, own, operate, manage, consult with, assist, support, provide directly or indirectly with, whether as a stockholder, partner, lessor, lessee, member, joint venture, advisor, employee, consultant or independent contractor, an enterprise that is engaged, in whole or in part, in the business of any pharmacy (retail or otherwise), drug store or health and beauty aid store or similar operation, as applicable, or selling or otherwise providing any other products or services competitive with, or having the same applications as, any products or services now sold by the Sellers in the Stores; (b) hire, engage, employ or interfere with, or attempt to hire, engage, employ or interfere with, either directly or indirectly, any employees, representatives or agents of Buyers or any of their subsidiaries or affiliates in the Territory or any Purchaser Hired Employees, or induce or attempt to induce, either directly or indirectly, any of them to leave the employ of any Buyer or any Buyer’s subsidiaries or affiliates, or violate the terms of his or her employment or other contract with any Buyer or any Buyer’s subsidiaries or affiliates; or (c) call upon, solicit, advise or otherwise do or attempt to do, business with any clients, suppliers, customers or accounts of the business of any Buyer or any Buyer’s subsidiaries or affiliates in the Territory or take away or interfere or attempt to take away or interfere with any custom, trade, business or patronage of the business of any Buyer or a Buyer’s subsidiaries or affiliates in the Territory. “Purchaser Hired Employees” means any employee employed by any Seller at any of the Stores and hired by any Buyer or any Buyer’s subsidiaries or affiliates within 30 days of the Closing for such Stores.

(ii) The Parties hereby agree that the applicable Seller’s covenants herein were a material inducement to the applicable Buyer’s entering into this Agreement and that a breach of the provisions of this Section 11(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 11(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 11(c) shall survive the applicable Closing Date.

(iii) Notwithstanding anything to the contrary contained herein, Sellers shall be permitted to (i) conduct “going out of business” sales at and liquidations of the Stores following, and to be completed within ninety (90) days following, their respective Closings and (ii) continue to own and operate any existing retail locations (other than the Stores) within the Territory (such Stores, the “Retained Stores”) in the Ordinary Course; provided, however, that Sellers shall be prohibited from relocating any Retained Stores to other locations within the Territory or opening or acquiring, directly or indirectly (including through the acquisition of, or by, any person outside the Territory) any new retail locations within the Territory during the Restrictive Period, as applicable.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 11(d).

(e) DSCS Act. The applicable Seller agrees to provide the applicable Buyer with all readily available product tracing information and other information required by the DSCS Act for the Purchased Pharmacy Inventory, including the 3T Documentation. The applicable Seller shall reasonably cooperate and assist the applicable Buyer, in such Buyer's efforts to effect a transfer of such 3T Documentation on the applicable Closing Date. Such cooperation may include the applicable Seller taking such acts as may be reasonably necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any such 3T Documentation on behalf of such Seller, as may be reasonably necessary to facilitate the transfer of all such 3T Documentation to the applicable Buyer.

12. **Seller's Representations and Warranties**. Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) Organization. Such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business.

(b) Authorization; No Conflict. Subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. Such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement, and this Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies. This Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under the order of the Bankruptcy Court substantially in the form attached hereto as Schedule F, with such changes as are reasonably acceptable to Buyer and Sellers, that has not been stayed, vacated, or stayed pending appeal, approving the Sellers' entry into this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code (the "Sale Order"), and the applicable Buyer is entitled to the rights and protections contained in the Sale Order.

(c) Compliance with Laws. Except as material to the Purchased Assets, taken as a whole, since August 30, 2024 (the "Emergence Date") and up to the applicable Closing Date:

- (i) such Seller has maintained the applicable Purchased Assets;
- (ii) such Seller's conduct of its business at such Store has not violated in any respect, and is in compliance in all respects with, any and all local, state, federal, and foreign laws, statutes, ordinances, regulations, rules, codes, decisions, decrees, and orders;
- (iii) such Seller has not received any notice or complaint to the effect that, or otherwise been advised that, it is not in compliance with or it is in violation of any such statutes, regulations, rules, judgments, decrees, orders, ordinances, or other laws with respect to the Purchased Assets;

(iv) such Seller has not been notified of, and is not aware of, of any inquiry, investigation or similar proceeding from any governmental body, been sanctioned, or had a sanction proposed, by any governmental body, or received or filed for any Medicare or Medicaid overpayments or other improper billings with respect to such Store.

(f) Title. Such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order. Such Seller has not, since the Emergence Date, made an assignment of the applicable Purchased Assets for the benefit of creditors.

(g) Adequacy of Purchase Price. The applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any Claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any Claim against such Buyer.

(h) No Brokers. Except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

13. **Buyer's Representations and Warranties**. Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

14. **Certain Regulatory Matters**.

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and any U.S. state laws, rules and regulations requiring that a governmental

body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby (“State Transaction Notification Laws”) at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule E, if required, as promptly as practicable, and in any event no later than [REDACTED] following the date of the Sale Order. Subject to the other terms of this Section 14, each Party shall (and shall cause their respective affiliates to) furnish to each other’s counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as applicable resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 14 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer’s written request to the applicable Seller, the Parties shall promptly submit an appropriate response to such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 14, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 14, each Party may (1) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client

privilege or protect material relating to the valuation of the Purchased Assets. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall, after consultation with the applicable Seller and consideration of the Seller's views in good faith, have principal responsibility for directing, devising, and implementing the strategy for obtaining any necessary approval of, for responding to any request from, inquiry by, or investigation by (including directing the timing, nature, and substance of all such filings or responses), for the determination of any actions to be taken under Section 14 with respect to, and for leading all meetings and communications with, any governmental body relating to the HSR Act or any State Transaction Notification Law. Buyer may determine in good faith that, in order to expedite or increase the likelihood of any clearances, consents, approvals, waivers, actions, waiting period expirations, terminations, non-actions, or other authorizations required under the HSR Act or State Transaction Notification Laws for the consummation of this Agreement and the transactions contemplated hereunder, it may, with the consent of Sellers (not to be unreasonably withheld or delayed), exclude any Store, which Store, upon such good faith determination, shall be deemed an "Excluded Store", and any Purchased Assets or Assumed Liabilities used in connection with such Excluded Store(s) from Closing. Buyer and Sellers agree that reasonable best efforts under this Section 14 shall not require Buyer or its affiliates to: (i) enter into a consent decree, consent agreement, settlement or other agreement or arrangement (including any customary ancillary agreements) containing Buyer's agreement to hold separate, license, sell, transfer, dispose or divest (pursuant to such terms as may be required by any governmental body) such assets (whether tangible or intangible), rights, properties, products or businesses of Buyer and its affiliates (including, after each Closing, the applicable Purchased Assets), (ii) agree to the termination, modification, or assignment of existing relationships, joint ventures, contracts or obligations of Buyer and its affiliates (iii) deem any Store an Excluded Store pursuant to this Section 14(b); (iv) defend through litigation or arbitration any legal action seeking to restrain, enjoin or otherwise prohibit one or more Store Closings, (v) substantially comply with any requests for additional information and documentary material, subpoena, or civil investigative demand, or (vi) agree to such limitations on conduct or actions of members of Buyer and its affiliates after each Closing as may be required in order to obtain satisfaction of the closing conditions set forth in Section 15(a) as promptly as practicable, in each case, so as to allow the consummation of this Agreement and the transactions hereunder as soon as practicable and, in any event, prior to the Outside Date.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

15. **Conditions Precedent.**

(a) Parties' Conditions. It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any governmental body to delay consummation of any of the transactions contemplated hereby) shall have expired or been terminated and the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule E) with respect to the applicable Store shall have been satisfied; and

(ii) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in any material manner; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or

preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) Buyer's Conditions. It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date;

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) the Bankruptcy Court shall have entered the Sale Order, and such Order (i) shall not have been stayed, stayed pending appeal, reversed, or vacated, and (ii) shall not have been amended, supplemented, or otherwise modified in any manner adverse to Buyer;

(iv) no law, order or compulsory process is issued or in effect by any governmental body (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand, or suspensory timing agreement) that does, or can reasonably be expected to, adversely affect the applicable Store or Closing or acquisition of Purchased Assets related thereto;

(v) transfer of the applicable Seller's Record Data to the respective Buyer, as contemplated in Section 8, shall be complete; and

(vi) unless the Sale Order otherwise provides that Buyer shall have no liability or responsibility for any liability or other obligation of any Seller arising under or related to the Purchased Assets other than as expressly set forth in this Agreement, including successor or vicarious liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee liability, labor law, de facto merger, or substantial continuity ("Successor Liability"), with respect to (1) that certain Corporate Integrity Agreement between OIG and Seller and certain of its affiliates, effective July 9, 2024 ("CIA"), and (2) that certain Memorandum of Agreement for Injunctive Terms between the United States and Sellers, dated effective as of August 30, 2024 ("MOU"), and (3) that certain Rite Aid Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms ("Injunction"), Docket No. 4532, Ex. A, in the Prior Cases, will not apply to, or be assumed by, Buyer, Buyer shall have evidence reasonably satisfactory to Buyer that Buyer shall have no Successor Liability with respect to the CIA, MOU and Injunction.

(c) Seller's Conditions. It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations

and warranties of such Buyer contained in Section 12(a) of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 15 to be satisfied if such failure was caused by such party's breach of this Agreement.

16. **Indemnification and Related Matters.**

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any Claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; (iv) any loss, liability, or Claim arising out of or related to the Excluded Assets or Excluded Liabilities; (v) any Claims against any Seller or its subsidiaries and affiliates with respect to the sale, distribution, dispensing, delivery, monitoring, reporting, other operations, or act or failure to act, in each case, by any Seller or its subsidiaries or affiliates prior to the Closing Date, related to any opioid product, including without limitation any liability arising from the actions that have been filed against Seller or its subsidiaries or affiliates in federal and state court (including those that are pending in In Re National Prescription Opiate Litigation, 1:17-MD-2804 (N.D. Ohio)), the action brought by the federal government that is captioned United States ex rel. White et al. v. Rite Aid Corporation et al., 1:21-CV-1239 (N.D. Ohio), any investigations of Seller or its subsidiaries or affiliates related to opioid products, and any warrants, subpoenas, civil investigative demands, and other requests for documents or information that Seller or its subsidiaries or affiliates have received from federal, state, and local governments related to opioid products (all of the foregoing, collectively, the "Opioid Actions"); and (vi) Claims for brokerage commissions or compensation or other Claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 12 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

17. **Confidentiality**. Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 17 shall survive Closing and shall be binding on the Parties' legal representatives, successors and assigns.

18. **Fiduciary Obligations.**

Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

19. **Termination of Agreement.** Without limiting any other provision of this Agreement, this Agreement may be terminated at any time prior to any Closing (which termination, for the avoidance of doubt, shall not affect any Closings in respect of the Purchased Assets which shall have occurred prior thereto), and in no other matter:

(a) by the mutual written consent of the applicable Seller and applicable Buyer;

(b) by written notice of the applicable Buyer or applicable Seller if all Closings have not occurred on or before the date that is [REDACTED] following the earliest Closing Date listed on Schedule A (the "Outside Date"); provided, that a Party shall not be permitted to terminate this Agreement pursuant to this 19(b) if the failure of any of the Closings to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, such Party's failure to consummate any Closing);

(c) by written notice of the applicable Buyer, if the first Closing hereunder has not occurred on or before the date that is [REDACTED] following issuance of the Sale Order; provided, that Buyer shall not be permitted to terminate this Agreement pursuant to this Section 19(c) if the failure of any of the Closings to have occurred by such date was caused by such Party's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, such Buyer's failure to consummate any Closing);

(d) by written notice of the applicable Buyer, with respect to all Stores in any applicable state, in its sole and absolute discretion, if any law, order or compulsory process is issued or in effect by any state governmental body (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand or suspensory timing agreement) to be in effect in accordance with Section 15(a)(iii) or 15(b)(iv).

(e) by written notice of the applicable Buyer, in its sole and absolute discretion, if any law, order, or compulsory process is issued or in effect by the U.S. Federal Trade Commission (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand, or suspensory timing agreement) to be in effect in accordance with Section 15(a)(iii) or 15(b)(iv).

20. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed:

if to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com;
chopkins@paulweiss.com

if to Buyers:

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Stephen Frumento, Vice President, Patient Growth
Gui Serrano, AVP, Corporate Development
Email: [REDACTED]
[REDACTED]

(with copies, which shall not constitute notice, to):

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Brenna Jordan, Vice President and Senior Legal Counsel
Karen Bell, Managing Senior Counsel
Email: [REDACTED]
[REDACTED]

Foley & Lardner, LLP
321 North Clark
Chicago, IL 60654
Attention: Roger Strode; Geoff Goodman; Hannah Zaitlin
Email: rstrode@foley.com, ggoodman@foley.com; hzaitlin@foley.com

21. **Miscellaneous.**

(a) Risk of Loss. The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement.

(b) Assignment; Successors and Assigns. The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned); provided, however, that such consent of the applicable Seller shall not be required for the applicable Buyer to assign this Agreement to its affiliates (provided that any such assignee shall agree to be bound by the terms and conditions of this Agreement, including all of the applicable Buyer's obligations hereunder). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) Schedules and Exhibits; Entire Agreement. All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) Amendment; Waiver. This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) Headings; Construction. The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to “\$” and dollars will be deemed to refer to United States currency, (iv) whenever the words “including”, “include” or “includes” are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word “or” is not exclusive, (vi) the word “will” will be construed to have the same meaning and effect as the word “shall”, (vii) the words “shall,” “will,” and “agree(s)” are mandatory, and the word “may” is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any

provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any lien, claim or encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Employment of Pharmacy Employees.

(i) The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works.

(ii) The Parties acknowledge and agree that Buyer shall be free to exercise full discretion in applying its customary standard hiring practices, processes, procedures and policies, subject to applicable Law. It is further agreed that any employee who shall be employed by Buyer as a result of the applicable Closing (each an "Eligible Employee") shall be an "employee-at-will" of Buyer, and Buyer shall have no contractual obligation with regard to such employment, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(iii) Notwithstanding anything contained herein to the contrary, Buyer is not assuming any liability or obligations related to any Eligible Employee, Sellers' terminated employees or other employees (including current or former contingent workers, contractors, seasonal workers or temporary workers) of Sellers or related to the Store, including: (i) any accrued or unpaid salaries, wages, bonuses or incentive payments, vacation, payroll taxes, retirement plan payables, obligations or liabilities, liability for any U.S. Equal Employment Opportunity Commission charge, any State Agency Administrative Charge, or any Federal, State or Local Enforcement Agency action, OSHA, wage and hour claim, unemployment compensation claim or workers' compensation claim or policy violation claim, grievance or claim of unfair labor practices, discrimination, harassment, or retaliation claim, or any lawsuit or class action lawsuit, putative or pending, arising from events occurring or conditions existing on or prior to each Closing Date (such obligations are deemed to be Excluded Liabilities); (ii) any obligation to offer them continued employment, additional leave, state or local sick pay reinstatement, reinstatement or reassignment or to offer them or their qualified beneficiaries the opportunity to elect healthcare continuation coverage, compensation and other benefits, any obligation under the Consolidated Omnibus Budget Reconciliation Act, vacation or paid sick time, payroll Taxes, leave of absences (*e.g.*, FMLA benefits), retirement plan payables and any liabilities or obligations with respect to any benefit plan or any other employee benefit or retirement plan or policy or any liabilities, multiemployer plan liabilities (including any withdrawal liabilities with respect thereto) or obligations arising from the termination or liquidation of any benefit plan; (iii) any liability or potential liability for any claims arising out of any Eligible Employee's employment or termination of employment with Sellers, including contract, wrongful termination, unfair labor practices, discrimination, harassment or retaliation, failure to accommodate, ERISA, wage and hour, health and safety, FMLA or other protected leave time, tort, unemployment compensation, workers' compensation, or claim for violation of personnel policy or practice; and (iv) any liability or obligation relating to or arising with respect to any individual acting as an independent contractor or contingent workers of Sellers or with respect to the Store or any benefit plan, including any liability relating to the termination of such independent contractor or contingent worker relationship, or characterization thereof, on or prior to each Closing Date. Without limiting the foregoing, no benefit plan (including, for the avoidance of doubt any multiemployer plan (as defined under Section 3(37) and 4001 of ERISA), or obligation or liability related to any benefit plan, will be transferred to Buyer or any of its affiliates or to any plan of Buyer or any of its affiliates, and all such benefit plans and related obligations and liabilities will remain with Sellers, whether prior to, on or after each Closing, except that Buyer in its sole and absolute discretion may accept certain qualified 401(k) plan assets as a qualified rollover. Without limiting the foregoing, Sellers will be solely responsible for all wages, benefits, sick leave, vacation or other paid time off accrued, but not yet taken, by its employees and such accrued amounts are deemed to be Excluded Liabilities.

(iv) The applicable Seller shall provide any required notice under, and shall be responsible for any notifications and liability under, the Workers' Adjustment and Retraining Notification Act (the "WARN Act") and any similar state or local law or regulation relating to "plant closing" or "mass layoff" (in each case as defined in the WARN Act) or group termination or similar event with respect to employees who are terminated the applicable Seller on or prior to the applicable Closing Date (including as a result of the consummation of the applicable Closing.

(v) In the event any Seller previously entered into any agreements with any current or former employee of Sellers with respect to any applicable Pharmacies, including any former employee of Sellers in a leadership or managerial position, pursuant to which such eligible employee agreed to be bound to any restrictive covenants for the benefit of any Seller (the "Restrictions"), then in connection herewith, each Party acknowledges and agrees that in preparation for and following the applicable Closing, but subject to the other terms of this Section 21(l), (i) Buyer and its affiliates may engage any of these current or former Seller employees in any capacity on a non-exclusive basis pursuant to terms that comply with all applicable laws; (ii) each applicable Seller hereby waives the Restrictions that would conflict with or prevent any such employee from engaging in any of the foregoing actions or from being engaged by Buyer

or its affiliates in any capacity; and (iii) neither any Seller nor any of their affiliates shall take any action or enter into any agreement that would conflict with or prevent Buyer or its affiliates from engaging in the foregoing actions. No Seller will assign any Restriction to anyone but an affiliate of Seller.

(m) Settlement with California Attorney General. Pursuant to “Settlement Terms between Rite Aid Corporation and the California Attorney General on Behalf of the People of the State of California Pursuant to California Corporations Code Section 14700 et seq. in Connection with Rite Aid Corporation’s New Ownership as Part of its Emergence from Chapter 11 Bankruptcy” entered by the United States Bankruptcy Court for the District of New Jersey on August 27, 2024 under Case No. 23-18993 (MBK) (Bankr. D.N.J.) (the “Settlement”), separate and apart from any transaction for the sale of a store or its prescriptions or inventory, Seller is required to take certain steps in advance of any store closures in California, including providing advance notice of a closure to the Office of the Attorney General of California (“CA AG”). Seller agrees to keep Buyer apprised of its discussions with the CA AG (or other governmental agency or entity) related to or bearing upon the transaction with Buyer. In the event the CA AG (or other governmental agency or entity) raises any concern to Seller or seeks any information related to Buyer or to any of the proposed transactions contemplated herein involving any Store that is the subject of the closure notice, Seller agrees to include Buyer, through its outside counsel, in discussions with the CA AG or other governmental agency or entity. Seller agrees to provide Buyer the relevant portions of written documentation that it may receive from the CA AG confirming that in its consideration of Seller’s Settlement obligations, the CA AG has no concerns or objections related to the store locations that are the subject of the proposed transaction with Buyer; Seller further agrees to provide relevant portions of material written documentation from the CA AG, if any is provided, identifying any conditions or restrictions raised by the CA AG concerning the Stores that are the subject of the transactions contemplated herein. In addition, Seller shall provide a written representation to the applicable Buyer prior to the Closing Date for each transaction contemplated herein that neither the CA AG nor any other governmental agency or entity has raised concerns or objections, or requested conditions or restrictions, to Seller related to any of the transactions contemplated herein.

(n) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and.pdf signatures shall be deemed originals for purposes of enforcement.

(o) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(p) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(q) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(r) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 5

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Eckerd Corporation (collectively with the entities listed under the header “Sellers” on the signature pages hereto, each, “Seller” and collectively, “Sellers”), and CVS Pharmacy, Inc., a Rhode Island corporation (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101–1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets.** The applicable Seller agrees to sell to the applicable Buyer, free and clear of all liens, security interests and other encumbrances to the fullest extent possible under 11 U.S.C. § 363(f), and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription files, records and data utilized, maintained, or generated, as applicable, by Seller in the course of operating the applicable Pharmacy in each case, in the applicable Seller’s possession as of the Closing Date and going back no less than the greater of (i) the period of time required by federal and state law and (ii) the 3-year period immediately preceding the respective Closing Date (as defined below), including, all hard copy prescriptions, signature logs, customer lists, and all electronic data related thereto maintained in any format by Seller (collectively, “Records”);

(b) (i) all items in stock of prescription pharmaceutical inventory of the Pharmacies pursuant to the terms hereof (the “Purchased Pharmacy Inventory”), and (ii) all accompanying transaction history, transaction information, and transaction statements (the “3T Documentation”) as required pursuant to the Drug Supply Chain Security Act (the “DSCS Act”);

(c) With respect to the applicable Seller’s Controlled Substance Ordering System (“CSOS”), to the extent in hard copy format, originals of any and all CSOS-related records for the 2-year period proceeding each Closing (or any longer period required by applicable state law), including records of all orders placed and received via the applicable Seller’s CSOS system (the orders and any disposition data (quantity received, date received, any statements of nonacceptance, etc.) must be clearly associated with each other) and DEA 222 Forms from the 2-year period preceding the applicable Closing Date (or any longer period required by applicable state law) (collectively, the “DEA Documentation”); provided, for the

avoidance of doubt, that, to the extent such materials (i) are in electronic format, or (ii) are records of controlled substances disposed of, such materials shall be deemed as Excluded Assets and the applicable Seller shall retain such materials; and

(d) such other books and records related to the Pharmacies, if any, in each case, solely to the extent in the applicable Seller's possession and readily available, and that the Parties may agree should be transferred to the applicable Buyer in order to convey ownership of the Purchased Pharmacy Inventory to the applicable Buyer or to otherwise effectuate the intention of this Agreement.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the "Excluded Assets"), including: (a) front-end store inventory and over-the-counter inventory; (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) "Rite Aid Awards" loyalty program Personal Information (for purposes of this clause (c), "Personal Information" means "personally identifiable information" as defined in Section 101(41A) of the Bankruptcy Code); (d) store and trade fixtures, furniture and equipment; (e) licenses, permits, contracts and understandings of Sellers; (f) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (g) computer software programs and systems and any web sites; (h) any corporate minute books and the corporate seal of Sellers; and (i) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name "Rite Aid" and all derivatives thereof.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the "Excluded Liabilities"). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy's operations and compliance prior to the respective Closing Date, including the HIPAA Rules' privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, tort claimants, unemployment, income, property, sales or other taxes, or otherwise, or employee benefit plans (including with respect to any multiemployer plans (as defined in Section 3(37) or 4001 of ERISA) and withdrawal liabilities with respect thereto), it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the "Assumed Liabilities"). Each Seller further expressly acknowledges and agrees that no Buyer is assuming, and Buyer expressly disclaims and declines assumption of, any and all liability arising from or related in any way to any Opioid Action (as defined in Section 16(a)).

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) Conduct of Business of Sellers. From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b).

5. Closing; Purchase Price.

(a) Closing. The consummation of the closing of the first transaction contemplated hereby (each such consummation of closing, a “Closing”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in Section 15 (other than conditions that by their terms or nature are to be satisfied at each Closing) or such other date as mutually agreed by the Parties (each a “Closing Date”), and all Closings for the Stores hereunder shall occur no later than [REDACTED] following the commencement of the first Closing under this Agreement unless otherwise mutually agreed by the Parties; provided, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in Schedule A with respect to the applicable Store.

(b) Closing Deliverables. On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as Schedule B (the “Bill of Sale”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; provided that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Seller shall deliver to the applicable Buyer complete copies of the applicable Seller’s 3T Documentation and DEA Documentation, as applicable, as required for the applicable Purchased Pharmacy Inventory. At no additional cost to the applicable Buyer, the applicable Seller shall cooperate and assist the applicable Buyer, at least 30 days prior to each Closing Date or such shorter timeframe as may be agreed to by the applicable Buyer and Seller, in Buyer’s efforts to effect a transfer of the 3T Documentation on each Closing Date using such means and efforts as determined by Buyer in its reasonable discretion. Such cooperation shall include the applicable Seller taking such acts as may be necessary, including executing a release or authorization for the benefit of third parties that are maintaining any 3T Documentation on behalf of such Seller, as may be necessary to facilitate the transfer of the 3T Documentation to the applicable Buyer;

(v) the applicable Seller shall deliver to the applicable Buyer, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price (as defined below)), signed by a representative of such Seller;

(vi) the applicable Buyer shall deliver to the applicable Seller, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price), signed by a representative of such Buyer; and

(vii) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized office of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. Except as otherwise set forth herein, on the applicable Closing Date, and subject to provisions of Section 6 and Section 7 below, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller in a closing statement to be mutually agreed upon and executed by the applicable Buyer and Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price"); and

(ii) no later than [REDACTED] following the Closing Date, the Inventory Purchase Price (as defined below), which Inventory Purchase Price shall be subject to the cap set forth on Schedule A (the "Inventory Purchase Price Cap"), and subject to Schedule D (including Annex I thereto) (the Inventory Purchase Price, together with the Final Records Purchase Price, the "Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule C and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. Certain Records Matters and Valuation.

(a) [REDACTED]

(b) [REDACTED]

(i)

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, is the “Final Records Purchase Price”.

7. **Certain Inventory Matters and Valuation.**

(a) The Parties agree that the applicable Buyer will purchase, and the Purchased Assets will include, only those items of inventory that are determined to be Purchased Pharmacy Inventory according to the methods, standards and procedures set forth on Schedule D and that the applicable Buyer will not purchase any Excluded Inventory. Each Seller shall use its reasonable efforts to physically separate all applicable Excluded Inventory from the applicable Purchased Pharmacy Inventory prior to the applicable Closing Date or otherwise ensure that no Excluded Inventory is transferred to any Buyer.

(b) The Parties shall commission WIS International or another mutually acceptable inventory valuation firm (the “Inventory Service”) to conduct a full review and valuation of the Purchased Pharmacy Inventory at the Pharmacies on the day immediately prior to the respective Closing Date using the methods, standards and procedures set forth on Schedule D and AWP published as of the date of such valuation (such review at an individual Pharmacy, the “Inventory Review” and the amount determined pursuant to the Inventory Review at an individual Pharmacy, which shall automatically be reflected on Schedule A thereafter, the “Inventory Purchase Price”). The cost and expense of the Inventory Service for all purposes hereunder shall be borne solely by the applicable Buyer.

8. **Records Transfer; Patient Notification.**

(a) The Parties agree that the applicable Seller will engage Two Point, or if Two Point is unavailable, in Buyer’s discretion, InfoWerks (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, exclusively to such Buyer (or such Buyer’s designee) at least 14 days prior to but continuing through the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 14th day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such Buyer. If the Record Data is transferred pursuant to this Section 8(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, for any reason or no reason, then the applicable Buyer (and such Buyer’s designee, if

applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records. Each Buyer agrees to implement appropriate safeguards to restrict the access and use of the Record Data prior to each Closing Date solely for data migration and integration purposes.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor who shall be agreed to by the Parties (the “Third-Party Distributor”), notify each customer of the respective Pharmacies, who has had a prescription transferred to the applicable Buyer pursuant to this Agreement, by mailing each of them a letter under such Buyer’s signature. The applicable Seller agrees that in no event shall such Seller (and the applicable Seller shall cause its respective affiliates, subsidiaries and potential third-party purchasers not to) send letters, any form of incentives or other communications to the respective Pharmacies’ customers to solicit or encourage the relocation of such customers’ prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers’ request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer’s prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer’s prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer, such Buyer shall, to the extent required by, and in accordance with, applicable law (i) transfer such Pharmacy customer’s prescription records to the location designated by such Pharmacy customer and (i) purge said Pharmacy customer’s prescription records from such Buyer’s files (except to the extent such Buyer is required by law to retain such Records). The Parties agree that, in the event such prescription records are not transferred to the applicable Buyer pursuant to this Section 8(c), such prescriptions shall not be included in the Verification Date Volume for purposes of Section 6(b) hereof. The provisions of this Section 8(c) shall survive the applicable Closing Date.

9. Communications.

(a) The Parties agree that no Party shall produce (i) any press releases or advertising other than as set forth herein (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below). Notwithstanding the foregoing, at no additional cost to Buyer, for a period of ninety (90) days commencing on the Closing Date, Buyer shall have the right to (i) put signs in Buyer’s store windows and in the windows of the applicable Store (if permitted to do so by the Seller’s landlord) notifying customers that the prescription files have been transferred to Buyer’s store, and (ii) otherwise advertise the transfer of the prescription files to Buyer from applicable Seller as described herein. Buyer shall have the right to use the applicable Seller trade name(s) for purposes of the foregoing signage.

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer, in each case (i)

to the extent required to in order to comply with federal and state law, including applicable state pharmacy board requirements or (ii) subject to the applicable Buyer's approval.

10. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal regulations ("HIPAA Rules") published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, "Protected Health Information" shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers' obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration ("DEA") and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date, and shall comply with the foregoing laws and regulations to the extent they relate to the transfer of the Purchased Pharmacy Inventory. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 10 shall survive the applicable Closing Date.

11. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding ("RCF") for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer's pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller's service provider's limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer's pharmacy as listed in Schedule A, and such message shall continue until such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications; Store Closings. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In

accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies. On the evening immediately prior to each applicable Closing Date, each applicable Seller shall close the applicable Pharmacy and such Pharmacy shall remain closed thereafter.

(c) Non-Competition.

(i) As a material inducement to Buyers to enter into this Agreement, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, except as set forth in Section 11(c)(iii), Sellers agree that they and their subsidiaries and affiliates, will not, directly or indirectly, during the period commencing on the Closing Date with respect to each Store and its respective Territory and expiring on the [REDACTED] of the last Closing Date (the “Restrictive Period”): (a) anywhere within a [REDACTED] of each Store (the “Territory”), either directly or indirectly, be employed by, form, acquire, invest in, finance, own, operate, manage, consult with, assist, support, provide directly or indirectly with, whether as a stockholder, partner, lessor, lessee, member, joint venture, advisor, employee, consultant or independent contractor, an enterprise that is engaged, in whole or in part, in the business of any pharmacy (retail or otherwise), drug store or health and beauty aid store or similar operation, as applicable, or selling or otherwise providing any other products or services competitive with, or having the same applications as, any products or services now sold by the Sellers in the Stores; (b) hire, engage, employ or interfere with, or attempt to hire, engage, employ or interfere with, either directly or indirectly, any employees, representatives or agents of Buyers or any of their subsidiaries or affiliates in the Territory or any Purchaser Hired Employees, or induce or attempt to induce, either directly or indirectly, any of them to leave the employ of any Buyer or any Buyer’s subsidiaries or affiliates, or violate the terms of his or her employment or other contract with any Buyer or any Buyer’s subsidiaries or affiliates; or (c) call upon, solicit, advise or otherwise do or attempt to do, business with any clients, suppliers, customers or accounts of the business of any Buyer or any Buyer’s subsidiaries or affiliates in the Territory or take away or interfere or attempt to take away or interfere with any custom, trade, business or patronage of the business of any Buyer or a Buyer’s subsidiaries or affiliates in the Territory. “Purchaser Hired Employees” means any employee employed by any Seller at any of the Stores and hired by any Buyer or any Buyer’s subsidiaries or affiliates within 30 days of the Closing for such Stores.

(ii) The Parties hereby agree that the applicable Seller’s covenants herein were a material inducement to the applicable Buyer’s entering into this Agreement and that a breach of the provisions of this Section 11(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 11(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 11(c) shall survive the applicable Closing Date.

(iii) Notwithstanding anything to the contrary contained herein, Sellers shall be permitted to (i) conduct “going out of business” sales at and liquidations of the Stores following, and to be completed within ninety (90) days following, their respective Closings and (ii) continue to own and operate any existing retail locations (other than the Stores) within the Territory (such Stores, the “Retained Stores”) in the Ordinary Course; provided, however, that Sellers shall be prohibited from relocating any Retained Stores to other locations within the Territory or opening or acquiring, directly or indirectly (including through the acquisition of, or by, any person outside the Territory) any new retail locations within the Territory during the Restrictive Period, as applicable.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 11(d).

(e) DSCS Act. The applicable Seller agrees to provide the applicable Buyer with all readily available product tracing information and other information required by the DSCS Act for the Purchased Pharmacy Inventory, including the 3T Documentation. The applicable Seller shall reasonably cooperate and assist the applicable Buyer, in such Buyer's efforts to effect a transfer of such 3T Documentation on the applicable Closing Date. Such cooperation may include the applicable Seller taking such acts as may be reasonably necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any such 3T Documentation on behalf of such Seller, as may be reasonably necessary to facilitate the transfer of all such 3T Documentation to the applicable Buyer.

12. **Seller's Representations and Warranties**. Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) Organization. Such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business.

(b) Authorization; No Conflict. Subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. Such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement, and this Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies. This Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under the order of the Bankruptcy Court substantially in the form attached hereto as Schedule F, with such changes as are reasonably acceptable to Buyer and Sellers, that has not been stayed, vacated, or stayed pending appeal, approving the Sellers' entry into this Agreement and the terms and conditions hereof, including pursuant to sections 363 and 365 of the Bankruptcy Code (the "Sale Order"), and the applicable Buyer is entitled to the rights and protections contained in the Sale Order.

(c) Compliance with Laws. Except as material to the Purchased Assets, taken as a whole, since August 30, 2024 (the "Emergence Date") and up to the applicable Closing Date:

- (i) such Seller has maintained the applicable Purchased Assets;
- (ii) such Seller's conduct of its business at such Store has not violated in any respect, and is in compliance in all respects with, any and all local, state, federal, and foreign laws, statutes, ordinances, regulations, rules, codes, decisions, decrees, and orders;
- (iii) such Seller has not received any notice or complaint to the effect that, or otherwise been advised that, it is not in compliance with or it is in violation of any such statutes, regulations, rules, judgments, decrees, orders, ordinances, or other laws with respect to the Purchased Assets;

(iv) such Seller has not been notified of, and is not aware of, of any inquiry, investigation or similar proceeding from any governmental body, been sanctioned, or had a sanction proposed, by any governmental body, or received or filed for any Medicare or Medicaid overpayments or other improper billings with respect to such Store.

(f) Title. Such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order. Such Seller has not, since the Emergence Date, made an assignment of the applicable Purchased Assets for the benefit of creditors.

(g) Adequacy of Purchase Price. The applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any Claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any Claim against such Buyer.

(h) No Brokers. Except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

13. Buyer's Representations and Warranties. Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

14. Certain Regulatory Matters.

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and any U.S. state laws, rules and regulations requiring that a governmental

body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby (“State Transaction Notification Laws”) at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule E, if required, as promptly as practicable, and in any event no later than [REDACTED] following the date of the Sale Order. Subject to the other terms of this Section 14, each Party shall (and shall cause their respective affiliates to) furnish to each other’s counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as applicable resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 14 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer’s written request to the applicable Seller, the Parties shall promptly submit an appropriate response to such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 14, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 14, each Party may (1) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client

privilege or protect material relating to the valuation of the Purchased Assets. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall, after consultation with the applicable Seller and consideration of the Seller's views in good faith, have principal responsibility for directing, devising, and implementing the strategy for obtaining any necessary approval of, for responding to any request from, inquiry by, or investigation by (including directing the timing, nature, and substance of all such filings or responses), for the determination of any actions to be taken under Section 14 with respect to, and for leading all meetings and communications with, any governmental body relating to the HSR Act or any State Transaction Notification Law. Buyer may determine in good faith that, in order to expedite or increase the likelihood of any clearances, consents, approvals, waivers, actions, waiting period expirations, terminations, non-actions, or other authorizations required under the HSR Act or State Transaction Notification Laws for the consummation of this Agreement and the transactions contemplated hereunder, it may, with the consent of Sellers (not to be unreasonably withheld or delayed), exclude any Store, which Store, upon such good faith determination, shall be deemed an "Excluded Store", and any Purchased Assets or Assumed Liabilities used in connection with such Excluded Store(s) from Closing. Buyer and Sellers agree that reasonable best efforts under this Section 14 shall not require Buyer or its affiliates to: (i) enter into a consent decree, consent agreement, settlement or other agreement or arrangement (including any customary ancillary agreements) containing Buyer's agreement to hold separate, license, sell, transfer, dispose or divest (pursuant to such terms as may be required by any governmental body) such assets (whether tangible or intangible), rights, properties, products or businesses of Buyer and its affiliates (including, after each Closing, the applicable Purchased Assets), (ii) agree to the termination, modification, or assignment of existing relationships, joint ventures, contracts or obligations of Buyer and its affiliates (iii) deem any Store an Excluded Store pursuant to this Section 14(b); (iv) defend through litigation or arbitration any legal action seeking to restrain, enjoin or otherwise prohibit one or more Store Closings, (v) substantially comply with any requests for additional information and documentary material, subpoena, or civil investigative demand, or (vi) agree to such limitations on conduct or actions of members of Buyer and its affiliates after each Closing as may be required in order to obtain satisfaction of the closing conditions set forth in Section 15(a) as promptly as practicable, in each case, so as to allow the consummation of this Agreement and the transactions hereunder as soon as practicable and, in any event, prior to the Outside Date.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

15. **Conditions Precedent.**

(a) Parties' Conditions. It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any governmental body to delay consummation of any of the transactions contemplated hereby) shall have expired or been terminated and the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule E) with respect to the applicable Store shall have been satisfied;

(ii) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in any material manner; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or

preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) Buyer's Conditions. It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) the Bankruptcy Court shall have entered the Sale Order, and such Order (i) shall not have been stayed, stayed pending appeal, reversed, or vacated, and (ii) shall not have been amended, supplemented, or otherwise modified in any manner adverse to Buyer;

(iv) no law, order or compulsory process is issued or in effect by any governmental body (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand, or suspensory timing agreement) that does, or can reasonably be expected to, adversely affect the applicable Store or Closing or acquisition of Purchased Assets related thereto;

(v) transfer of the applicable Seller's Record Data to the respective Buyer, as contemplated in Section 8, shall be complete; and

(vi) unless the Sale Order otherwise provides that Buyer shall have no liability or responsibility for any liability or other obligation of any Seller arising under or related to the Purchased Assets other than as expressly set forth in this Agreement, including successor or vicarious liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee liability, labor law, de facto merger, or substantial continuity ("Successor Liability"), with respect to (1) that certain Corporate Integrity Agreement between OIG and Seller and certain of its affiliates, effective July 9, 2024 ("CIA"), and (2) that certain Memorandum of Agreement for Injunctive Terms between the United States and Sellers, dated effective as of August 30, 2024 ("MOU"), and (3) that certain Rite Aid Controlled Substance Compliance Program & Anti-Diversion Injunctive Terms ("Injunction"), Docket No. 4532, Ex. A, in the Prior Cases, will not apply to, or be assumed by, Buyer, Buyer shall have evidence reasonably satisfactory to Buyer that Buyer shall have no Successor Liability with respect to the CIA, MOU and Injunction.

(c) Seller's Conditions. It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations

and warranties of such Buyer contained in Section 12(a) of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 15 to be satisfied if such failure was caused by such party's breach of this Agreement.

16. **Indemnification and Related Matters.**

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any Claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; (iv) any loss, liability, or Claim arising out of or related to the Excluded Assets or Excluded Liabilities; (v) any Claims against any Seller or its subsidiaries and affiliates with respect to the sale, distribution, dispensing, delivery, monitoring, reporting, other operations, or act or failure to act, in each case, by any Seller or its subsidiaries or affiliates prior to the Closing Date, related to any opioid product, including without limitation any liability arising from the actions that have been filed against Seller or its subsidiaries or affiliates in federal and state court (including those that are pending in In Re National Prescription Opiate Litigation, 1:17-MD-2804 (N.D. Ohio)), the action brought by the federal government that is captioned United States ex rel. White et al. v. Rite Aid Corporation et al., 1:21-CV-1239 (N.D. Ohio), any investigations of Seller or its subsidiaries or affiliates related to opioid products, and any warrants, subpoenas, civil investigative demands, and other requests for documents or information that Seller or its subsidiaries or affiliates have received from federal, state, and local governments related to opioid products (all of the foregoing, collectively, the "Opioid Actions"); and (vi) Claims for brokerage commissions or compensation or other Claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 12 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

17. **Confidentiality**. Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 17 shall survive Closing and shall be binding on the Parties' legal representatives, successors and assigns.

18. **Fiduciary Obligations.**

Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

19. **Termination of Agreement.** Without limiting any other provision of this Agreement, this Agreement may be terminated at any time prior to any Closing (which termination, for the avoidance of doubt, shall not affect any Closings in respect of the Purchased Assets which shall have occurred prior thereto), and in no other matter:

(a) by the mutual written consent of the applicable Seller and applicable Buyer;

(b) by written notice of the applicable Buyer or applicable Seller if all Closings have not occurred on or before the date that is [REDACTED] following the earliest Closing Date listed on Schedule A (the "Outside Date"); provided, that a Party shall not be permitted to terminate this Agreement pursuant to this 19(b) if the failure of any of the Closings to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, such Party's failure to consummate any Closing);

(c) by written notice of the applicable Buyer, if the first Closing hereunder has not occurred on or before the date that is [REDACTED] following issuance of the Sale Order; provided, that Buyer shall not be permitted to terminate this Agreement pursuant to this Section 19(c) if the failure of any of the Closings to have occurred by such date was caused by such Party's failure to perform any of its obligations under this Agreement (including, for the avoidance of doubt, such Buyer's failure to consummate any Closing);

(d) by written notice of the applicable Buyer, with respect to all Stores in any applicable state, in its sole and absolute discretion, if any law, order or compulsory process is issued or in effect by any state governmental body (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand or suspensory timing agreement) to be in effect in accordance with Section 15(a)(iii) or 15(b)(iv).

(e) by written notice of the applicable Buyer, in its sole and absolute discretion, if any law, order, or compulsory process is issued or in effect by the U.S. Federal Trade Commission (including through issuance of a request for additional information and documentary material, complaint, subpoena, civil investigative demand, or suspensory timing agreement) to be in effect in accordance with Section 15(a)(iii) or 15(b)(iv).

20. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed:

if to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064

Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com;
chopkins@paulweiss.com

if to Buyers:

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Stephen Frumento, Vice President, Patient Growth
Gui Serrano, AVP, Corporate Development
Email: [REDACTED]
[REDACTED]

(with copies, which shall not constitute notice, to):

CVS Pharmacy, Inc.
One CVS Drive
Woonsocket, RI 02895
Attention: Brenna Jordan, Vice President and Senior Legal Counsel
Karen Bell, Managing Senior Counsel
Email: [REDACTED]
[REDACTED]

Foley & Lardner, LLP
321 North Clark
Chicago, IL 60654
Attention: Roger Strode; Geoff Goodman; Hannah Zaitlin
Email: rstrode@foley.com, ggoodman@foley.com; hzaitlin@foley.com

21. **Miscellaneous.**

(a) Risk of Loss. The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement.

(b) Assignment; Successors and Assigns. The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned); provided, however, that such consent of the applicable Seller shall not be required for the applicable Buyer to assign this Agreement to its affiliates (provided that any such assignee shall agree to be bound by the terms and conditions of this Agreement, including all of the applicable Buyer's obligations hereunder). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) Schedules and Exhibits; Entire Agreement. All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) Amendment; Waiver. This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) Headings; Construction. The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to “\$” and dollars will be deemed to refer to United States currency, (iv) whenever the words “including”, “include” or “includes” are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word “or” is not exclusive, (vi) the word “will” will be construed to have the same meaning and effect as the word “shall”, (vii) the words “shall,” “will,” and “agree(s)” are mandatory, and the word “may” is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any

provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any lien, claim or encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Employment of Pharmacy Employees.

(i) The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works.

(ii) The Parties acknowledge and agree that Buyer shall be free to exercise full discretion in applying its customary standard hiring practices, processes, procedures and policies, subject to applicable Law. It is further agreed that any employee who shall be employed by Buyer as a result of the applicable Closing (each an "Eligible Employee") shall be an "employee-at-will" of Buyer, and Buyer shall have no contractual obligation with regard to such employment, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(iii) Notwithstanding anything contained herein to the contrary, Buyer is not assuming any liability or obligations related to any Eligible Employee, Sellers' terminated employees or other employees (including current or former contingent workers, contractors, seasonal workers or temporary workers) of Sellers or related to the Store, including: (i) any accrued or unpaid salaries, wages, bonuses or incentive payments, vacation, payroll taxes, retirement plan payables, obligations or liabilities, liability for any U.S. Equal Employment Opportunity Commission charge, any State Agency Administrative Charge, or any Federal, State or Local Enforcement Agency action, OSHA, wage and hour claim, unemployment compensation claim or workers' compensation claim or policy violation claim, grievance or claim of unfair labor practices, discrimination, harassment, or retaliation claim, or any lawsuit or class action lawsuit, putative or pending, arising from events occurring or conditions existing on or prior to each Closing Date (such obligations are deemed to be Excluded Liabilities); (ii) any obligation to offer them continued employment, additional leave, state or local sick pay reinstatement, reinstatement or reassignment or to offer them or their qualified beneficiaries the opportunity to elect healthcare continuation coverage, compensation and other benefits, any obligation under the Consolidated Omnibus Budget Reconciliation Act, vacation or paid sick time, payroll Taxes, leave of absences (*e.g.*, FMLA benefits), retirement plan payables and any liabilities or obligations with respect to any benefit plan or any other employee benefit or retirement plan or policy or any liabilities, multiemployer plan liabilities (including any withdrawal liabilities with respect thereto) or obligations arising from the termination or liquidation of any benefit plan; (iii) any liability or potential liability for any claims arising out of any Eligible Employee's employment or termination of employment with Sellers, including contract, wrongful termination, unfair labor practices, discrimination, harassment or retaliation, failure to accommodate, ERISA, wage and hour, health and safety, FMLA or other protected leave time, tort, unemployment compensation, workers' compensation, or claim for violation of personnel policy or practice; and (iv) any liability or obligation relating to or arising with respect to any individual acting as an independent contractor or contingent workers of Sellers or with respect to the Store or any benefit plan, including any liability relating to the termination of such independent contractor or contingent worker relationship, or characterization thereof, on or prior to each Closing Date. Without limiting the foregoing, no benefit plan (including, for the avoidance of doubt any multiemployer plan (as defined under Section 3(37) and 4001 of ERISA), or obligation or liability related to any benefit plan, will be transferred to Buyer or any of its affiliates or to any plan of Buyer or any of its affiliates, and all such benefit plans and related obligations and liabilities will remain with Sellers, whether prior to, on or after each Closing, except that Buyer in its sole and absolute discretion may accept certain qualified 401(k) plan assets as a qualified rollover. Without limiting the foregoing, Sellers will be solely responsible for all wages, benefits, sick leave, vacation or other paid time off accrued, but not yet taken, by its employees and such accrued amounts are deemed to be Excluded Liabilities.

(iv) The applicable Seller shall provide any required notice under, and shall be responsible for any notifications and liability under, the Workers' Adjustment and Retraining Notification Act (the "WARN Act") and any similar state or local law or regulation relating to "plant closing" or "mass layoff" (in each case as defined in the WARN Act) or group termination or similar event with respect to employees who are terminated the applicable Seller on or prior to the applicable Closing Date (including as a result of the consummation of the applicable Closing.

(v) In the event any Seller previously entered into any agreements with any current or former employee of Sellers with respect to any applicable Pharmacies, including any former employee of Sellers in a leadership or managerial position, pursuant to which such eligible employee agreed to be bound to any restrictive covenants for the benefit of any Seller (the "Restrictions"), then in connection herewith, each Party acknowledges and agrees that in preparation for and following the applicable Closing, but subject to the other terms of this Section 21(l), (i) Buyer and its affiliates may engage any of these current or former Seller employees in any capacity on a non-exclusive basis pursuant to terms that comply with all applicable laws; (ii) each applicable Seller hereby waives the Restrictions that would conflict with or prevent any such employee from engaging in any of the foregoing actions or from being engaged by Buyer

or its affiliates in any capacity; and (iii) neither any Seller nor any of their affiliates shall take any action or enter into any agreement that would conflict with or prevent Buyer or its affiliates from engaging in the foregoing actions. No Seller will assign any Restriction to anyone but an affiliate of Seller.

(m) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and.pdf signatures shall be deemed originals for purposes of enforcement.

(n) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(o) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(p) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(q) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 6

ASSET PURCHASE AGREEMENT

BY AND AMONG

WALGREEN CO.

AND

NEW RITE AID, LLC

AND ITS SUBSIDIARIES NAMED HEREIN

DATED AS OF MAY 15, 2025

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “Agreement”) is made and entered into as of May 15, 2025, by and among **WALGREEN CO.**, an Illinois corporation (“Buyer”), and **NEW RITE AID, LLC**, a Delaware limited liability company (as in existence on the date hereof), as a debtor-in-possession and a reorganized debtor, as applicable (“RAD”), and the Subsidiaries of RAD that are indicated on the signature pages attached hereto (collectively with RAD, “Seller”). Each of Buyer and Seller is referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Seller owns and operates certain prescription pharmacies, including those listed on Schedule A (such pharmacies listed on Schedule A, but excluding any other retail operations at such location, referred to herein individually as a “Pharmacy” and collectively as the “Pharmacies”) at the locations set forth on Schedule A (each such location, a “Location” and, collectively, the “Premises”);

WHEREAS, on May 5, 2025, Seller, together with certain of Seller’s Subsidiaries and Affiliates, commenced voluntary cases under chapter 11 of the United States Code, 13 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”), which cases are jointly administered for procedural purposes under Case No. 25-14861 (MBK) (Bankr. D.N.J.) (collectively, the “Bankruptcy Cases”); and

WHEREAS, Buyer desires to purchase the Purchased Assets from Seller, and Seller desires to sell, convey, assign, and transfer to Buyer the Purchased Assets, in a sale authorized by the Bankruptcy Court pursuant to, inter alia, sections 105 and 363 of the Bankruptcy Code, in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, all on the terms and subject to the conditions set forth in this Agreement and subject to the entry and terms of the Sale Order.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I **PURCHASED AND EXCLUDED ASSETS; EXCLUDED LIABILITIES**

Section 1.1 Assets to be Purchased. Pursuant to sections 105 and 363 of the Bankruptcy Code, at the applicable Closing, Seller shall sell to Buyer, and Buyer shall purchase from Seller, upon the terms and subject to the conditions set forth in this Agreement and in the Sale Order, all of Seller’s right, title, and interest, as of such Closing, in and to the following assets relating to each of the Pharmacies that are subject to such Closing, as applicable (collectively, the “Purchased Assets”), free and clear of all Encumbrances to the maximum extent permitted by section 363(f) of the Bankruptcy Code, as they exist as of the applicable Closing, excluding in all cases the Excluded Assets:

- (a) Any and all (i) hard copy prescriptions, prescription files and records (other than United States Drug Enforcement Administration (“DEA”) 222 forms) (A) for the two (2) years prior to the applicable Closing Date for

Pharmacies located outside of California and New Jersey, (B) for the three (3) years prior to the applicable Closing Date for Pharmacies located in California and (C) for the five (5) years prior to the applicable Closing Date for Pharmacies located in New Jersey, (ii) customer lists and patient profiles, (iii) prescription files and records (other than DEA 222 forms) maintained electronically for the three (3) years prior to the applicable Closing Date, and (iv) similar files and records (including those added between the date of this Agreement and the applicable Closing Date) (collectively, the “Records”); provided, that the applicable Seller warrants to Buyer that the Records shall contain, at a minimum, all of the information included in Schedule B and incorporated herein by reference; and

(b) Such other books and records related to the Pharmacies or other assets of the Pharmacies, if any, in each case that the Parties may agree should be transferred to Buyer in order to convey ownership of the Records to Buyer or to otherwise effectuate the intention of this Agreement.

Section 1.2 Excluded Assets. Notwithstanding the provisions of Section 1.1, the Purchased Assets shall not include, and in no event shall Seller be deemed to sell, transfer, assign, convey or deliver, any right, title and interest to, in and under, any assets other than the Purchased Assets, including the following assets of Seller (all such assets that are not Purchased Assets, collectively, the “Excluded Assets”):

(a) Excluded Tax Returns; and

(b) All assets of Seller and its Affiliates not set forth in Section 1.1, including: (i) front-end store inventory and over the counter inventory; (ii) signature logs; (iii) hard copy prescriptions, prescription files and records (other than DEA 222 forms) (A) older than two (2) years prior to the applicable Closing Date for Pharmacies located outside of California and (B) older than three (3) years prior to the applicable Closing Date for Pharmacies located in California; (iv) prescription files and records (other than DEA 222 forms) maintained electronically older than three (3) years prior to the applicable Closing Date; (v) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date; (vi) store and trade fixtures, furniture and equipment; (vii) licenses, permits, contracts and understandings of Seller related to each of the Pharmacies; (viii) employee benefit plans, programs or arrangements and all contracts of insurance; (ix) computer software programs and systems (except those required to access the Records that are maintained electronically on each of the Pharmacies’ computers) and web sites; (x) corporate minute books and the corporate seal of Seller; and (xi) all trademarks and trade names used in the operation of each of Pharmacy, including all rights in and to the name “Rite Aid” and all derivatives thereof; (xii) electronic copies of any and all controlled substance invoices (including those used for sale, receipt and delivery of controlled substances), (xiii) records of all controlled substances disposed of, (xiv) electronic copies of all used DEA 222 forms (blue copies for orders placed, blue copies for unaccepted or

defective forms, and/or executed originals for received single-page forms with each statement attached); (xv) annual controlled substance inventory logs dated older than two (2) years prior to the applicable Closing Date and (xvi) unused DEA 222 forms or blue copies for unaccepted or defective forms.

Section 1.3 Assumed Liabilities. Pursuant to sections 105 and 363 of the Bankruptcy Code, at the applicable Closing, Buyer shall assume, upon the terms and subject to the conditions set forth in this Agreement and in the Sale Order, all liabilities related to its ownership of the applicable Purchased Assets and the use of such Purchased Assets in connection with Buyer's business that arise after such Closing, as applicable, including Assumed Taxes (collectively, the "Assumed Liabilities").

Section 1.4 Excluded Liabilities. Except for Assumed Liabilities, Buyer shall not assume or be obligated to pay, perform or otherwise discharge any liability, claim, Encumbrance or obligation of Seller or any predecessor or Affiliate of the Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated or unliquidated, known or unknown, or otherwise (collectively, the "Excluded Liabilities"). Seller shall remain liable for all Excluded Liabilities. Without limiting the generality of the foregoing, the Excluded Liabilities shall include: (i) any liabilities or obligations arising out of the operations of Seller prior to the applicable Closing Date; (ii) any liabilities or obligations for any violations by Seller prior to the applicable Closing of the Health Insurance Portability and Accountability Act of 1996, Pub.L. 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub.L. 111-5, or of the regulations promulgated thereunder, 45 C.F.R. Parts 160, 162 and 164 (collectively, "HIPAA"), or of any other Privacy and Security Requirements; (iii) any mortgages, security interests, conditional sales or title retention agreements, pledges, hypothecations, Encumbrances, judgments, Orders, or claims of any kind or nature, including any Encumbrances or security interests of any creditor, any reclamation claims and any other claims, Encumbrances or rights held or asserted by any party whatsoever with respect to any of the Purchased Assets; (iv) all liabilities relating to the Excluded Assets; and (v) any Excluded Taxes.

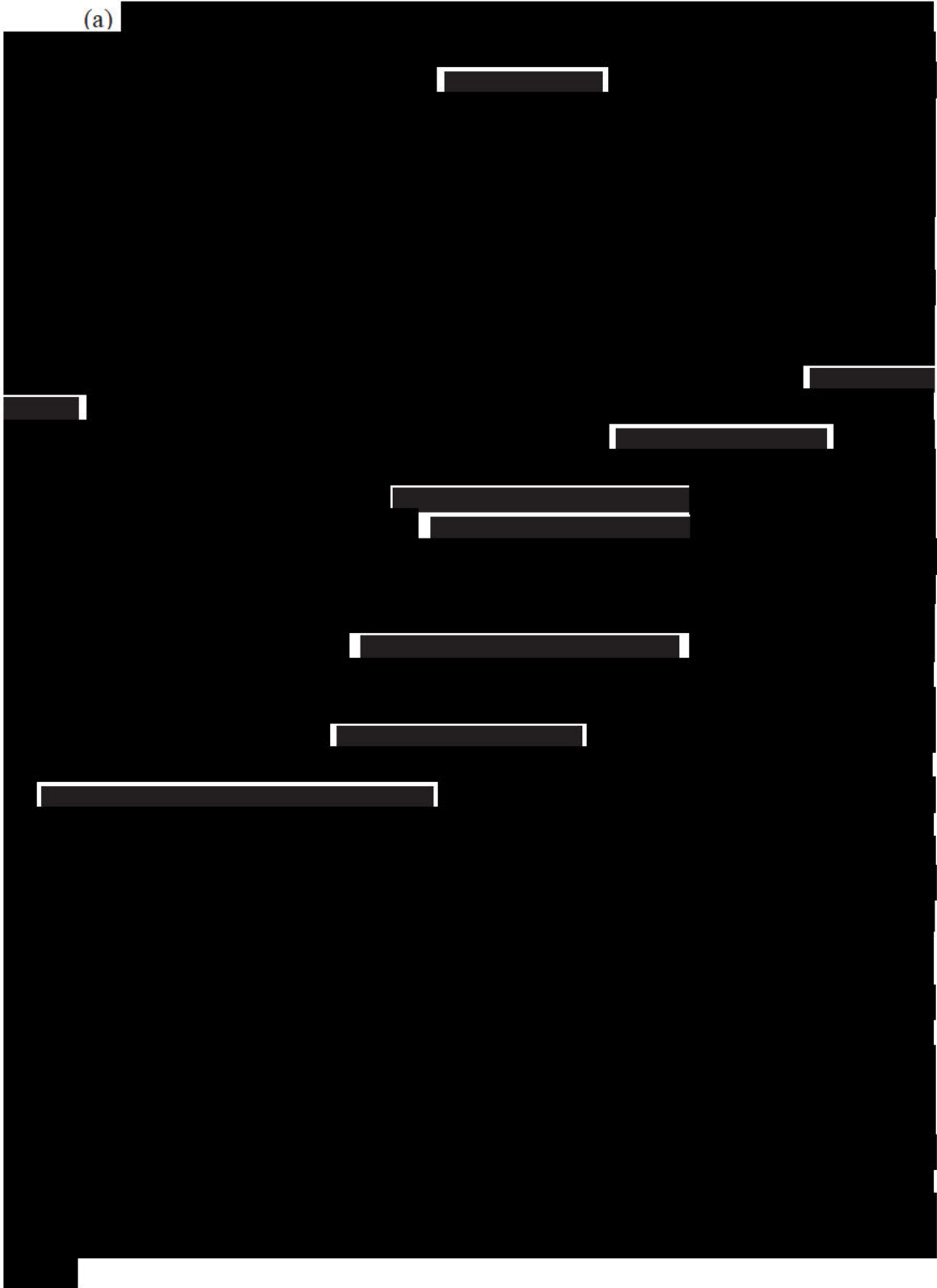
ARTICLE II

PRESCRIPTION VALUATION

Section 2.1 Valuation and Prescription Count. The Parties agree that the Purchase Price for the Records is an aggregate amount equal to [REDACTED]

Section 2.2 Rx Certification.

(a)



(b) [REDACTED]

Section 2.3 Maintenance of Prescription Volume; Audit Rights. Between the date of this Agreement and the applicable Closing Date, Seller will use commercially reasonable efforts to maintain the Current Volume at each Pharmacy. Buyer shall have the right, at any time before the applicable Closing upon reasonable written notice and at Buyer's expense, to audit Seller's prescription records to verify the then-current average daily prescription count at any Pharmacy.

ARTICLE III PURCHASE PRICE, PAYMENT AND ALLOCATION

Section 3.1 Purchase Price. The aggregate purchase price (the "Purchase Price") for the Purchased Assets and the covenants and agreements set forth herein shall be an amount equal to [REDACTED]

Section 3.2 Payment Procedures. Subject to the satisfaction or waiver of the conditions precedent set forth in Article IX and the occurrence of the applicable Closing, Buyer shall pay an amount equal to the Records Amount for each Pharmacy subject to such Closing (as determined and adjusted as set forth in Section 2.1 and Section 2.2), and such amount shall be paid after completion of the process outlined in Section 2.2, and, except as set forth in Section 5.4(a), in no case later than four (4) Business Days after the applicable "Records Closing Date" to be set forth on Schedule A in accordance with Section 4.1(b), in cash by wire transfer of immediately available funds to such account(s) as may be designated by RAD at least two (2) Business Days prior to the date such payment is to be made.

Section 3.3 Allocation of the Purchase Price. The Purchase Price will be allocated for Tax purposes as set forth in this Section 3.3:

(a) For the covenants not to compete set forth in Section 5.6, an amount equal to [REDACTED] of the respective Records Amount actually paid shall be allocated among the covenantors at their discretion.

(b) The remaining Records Amount shall be allocated to the Records.

Seller and Buyer each agree to file IRS Form(s) 8594 and all federal, state and local income Tax returns in accordance with the above allocations, and neither Party shall thereafter take an income Tax return position inconsistent with such allocation unless otherwise required by a "determination" within the meaning of section 1313(a) of the Code. Seller (including Seller as may be reorganized in the Bankruptcy Cases) and Buyer shall promptly advise one another of the existence of any tax audit, controversy or litigation related to any allocation hereunder.

Section 3.4 Premise Post-Closing Restriction. Seller agrees that if, during the period commencing on the respective Records Closing Date and continuing through the period ending on the date that is the first anniversary of such Records Closing Date, Seller and/or any of its Subsidiaries (including Seller or such Subsidiary as may be reorganized in the Bankruptcy Cases) uses such Pharmacy or its Premises for or in connection with any clinic pharmacy, pharmacy business or pharmaceutical operation and such use does not cease within five (5) days of notice from Buyer to RAD, then RAD shall reimburse Buyer an amount equal to [REDACTED] of the portion of the Purchase Price with respect to such Pharmacy in cash by wire transfer of immediately available funds to an account or accounts specified by Buyer. Notwithstanding the foregoing, nothing in this Section 3.4 shall limit Seller's or its Subsidiaries' ability to (a) provide patient notifications in accordance with applicable legal or contractual obligations or (b)(i) conduct national or regional marketing campaigns in the Ordinary Course or (ii) sell over-the-counter drugs or health and wellness products or any other non-pharmaceutical products, and no action taken by Seller or its Subsidiaries pursuant to or consistent with the forgoing subsections (a) and (b) shall be deemed to trigger the obligations under this Section 3.4.

Section 3.5 Withholding. Buyer and its Affiliates and any their respective agents or service providers shall be entitled to deduct and withhold from any amount otherwise payable pursuant to this Agreement such amounts as they are required to deduct and withhold with respect to the making of such payment under any provision of federal, state, local or foreign Law; provided that, unless Seller fails to provide an IRS Form W-9 consistent with Section 4.2(c), Buyer and its Affiliates shall use commercially reasonable efforts to provide notice to Seller of any such deduction or withholding reasonably prior to making any such deduction or withholding and reasonably cooperate with Seller to reduce or eliminate any such deduction or withholding.

ARTICLE IV CLOSING

Section 4.1 Closing.

(a) Subject to the satisfaction or waiver of the conditions precedent set forth in Article IX and the terms and conditions and the other applicable provisions of this Agreement, the closing of the purchase and sale of the Purchased Assets for a given Pharmacy (each, a "Records Closing" or a "Closing" and, collectively, the "Closings") will occur upon the terms hereof on the applicable "Records Closing Date" with respect to such Pharmacy to be set forth on Schedule A in accordance with Section 4.1(b) or another mutually agreeable date (each, a "Records Closing Date" or a "Closing Date" and, collectively, the "Closing Dates"), in each case by electronic exchange of documents or another mutually agreeable manner. At the close of business on the day prior to each respective Records Closing Date, Seller shall close the respective Pharmacy to the general public and such Pharmacy will remain closed thereafter in accordance with Section 3.4.

(b) As promptly as reasonably practicable following the date hereof, the Parties shall reasonably cooperate in good faith and amend Schedule A to set forth the applicable Records Closing Date for each Pharmacy, including

considering in good faith, together with all other practical considerations, planning Records Closing Dates of Pharmacies with the greatest Records Amounts earlier, subject to the satisfaction or waiver of the conditions precedent set forth in Article IX. For the avoidance of doubt, the determination of the Records Closing Dates pursuant to the foregoing sentence shall be based upon good faith reasonable efforts to complete at least [REDACTED] Records Closing Dates (provided that, if reasonably and commercially practicable, the Parties shall use their good faith reasonable efforts to attempt to complete as many as [REDACTED] Records Closing Dates) occurring during each given week such that the Records Closing Dates occur in a staged manner over a number of weeks, taking into account practical considerations relating to resource limitations of the Parties and the Data Converter.

(c) The first Closing shall occur no later than [REDACTED] following the full satisfaction or waiver of the conditions precedent set forth in Article IX (other than conditions that by their terms or nature are to be satisfied at the applicable Closing, but subject to the satisfaction or waiver of such conditions at the applicable Closing).

(d) To the extent reasonably practicable and subject to all rights and obligations set forth elsewhere herein, the Parties shall reasonably cooperate in good faith to consolidate or group the payments of the applicable portions of the Purchase Price pursuant to Article III and the delivery of the applicable deliveries pursuant to this Article IV for all Closings occurring during the course of a single week, as applicable.

Section 4.2 Seller's Deliveries at Closing. At each Closing (except as set forth below), Seller shall deliver to Buyer each of the following:

- (a) Possession of the applicable Purchased Assets;
- (b) A Bill of Sale with respect to the applicable Purchased Assets duly executed by an authorized officer of RAD, in the form attached hereto as Exhibit B;
- (c) An IRS Form W-9 duly executed by an authorized officer of the applicable Seller; provided that Buyer's sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable Tax Law;
- (d) The applicable Record Data, as contemplated by Section 5.4; and
- (e) Such other instruments or documents as may be necessary or appropriate to carry out the applicable Transactions in accordance herewith, none of which instruments or documents will increase the rights, remedies, or liabilities of any Party.

Section 4.3 Buyer's Deliveries at Closing. At each Closing (except as set forth below), Buyer shall deliver to Seller each of the following:

(a) a Bill of Sale with respect to the applicable Purchased Assets duly executed by an authorized officer of Buyer, in the form attached hereto as Exhibit B; and

(b) such other instruments or documents as may be necessary or appropriate to carry out the applicable Transactions in accordance herewith, none of which instruments or documents will increase the rights, remedies, or liabilities of any Party.

ARTICLE V ADDITIONAL AGREEMENTS OF THE PARTIES

Section 5.1 Operation of the Pharmacies before Each Closing.

(a) Except (i) as required by applicable Law, Order or a Governmental Body, (ii) any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code, (iii) as expressly contemplated or required by this Agreement, (iv) to the extent related to an Excluded Asset or an Excluded Liability or (v) as set forth on Schedule 5.1, between the date hereof and the applicable Closing Date, Seller shall, and shall cause its Subsidiaries to, (A) operate the Pharmacies only in the Ordinary Course and substantially as presently operated, (B) keep and maintain the Purchased Assets in good saleable condition, (C) protect and preserve the integrity of all patient information, instituting all necessary safeguards to ensure that such patient information and other confidential information is delivered to Buyer, (D) maintain the Pharmacies' normal operating hours, staffing levels, inventory levels and merchandise mix (other than with regard to front-end retail inventory), (E) ensure the Records shall be transferred to Buyer exclusively, shall not be shared with any third parties, and shall not be diminished or removed from the Pharmacies between the date hereof and the applicable Closing, and (F) without limiting the foregoing, not transfer or remove any of the Purchased Assets from the Pharmacies other than in the Ordinary Course.

(b) Except (i) as required by applicable Law, Order or a Governmental Body, (ii) any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code, (iii) as expressly contemplated or required by this Agreement, (iv) to the extent related to an Excluded Asset or an Excluded Liability, (v) as set forth on Schedule 5.1 or (vi), with the express prior written approval of Buyer, between the date hereof and the applicable Closing Date, Seller shall not, and shall not permit its Subsidiaries to: (A) take any action that would reasonably be expected to result in any of the conditions to the Closing set forth in this Agreement not being satisfied or (B) sell, lease, transfer or otherwise dispose of (including any transfers from Seller to any of its Affiliates), or impose or suffer to be imposed any Encumbrance on, any of the

Purchased Assets other than Encumbrances that will be removed by the Sale Order.

Section 5.2 Access to Information; Confidentiality.

(a) Buyer and Seller hereby covenant and agree to keep confidential the terms and conditions of this Agreement and related discussions and negotiations and any other non-public information provided by the other (or its Affiliates or representatives) relating to this Agreement and the Transactions, and that such information will be governed by all the terms and conditions of the Confidentiality Agreement and the Clean Team Agreement, which Confidentiality Agreement and Clean Team Agreement shall not terminate upon the execution of this Agreement notwithstanding anything to the contrary therein but will be deemed terminated as of the final Closing. Until the final Closing, Buyer will, and will cause its Advisors to, abide by the terms of the Confidentiality Agreement and the Clean Team Agreement with respect to such access and any information furnished to Buyer or any of its Advisors in accordance therewith.

(b) From and after the applicable Closing, Seller shall not, and shall cause its Affiliates and their respective representatives and Advisors not to, disclose to any Person other than authorized officers, directors and employees of Buyer or its Affiliates any Confidential Information (as defined below) except (i) as expressly authorized in writing by Buyer or its Affiliates or (ii) if and to the extent disclosure thereof is specifically required by applicable Law; provided, however, that in the event disclosure is required by applicable Law, Seller shall, to the extent legally permissible and feasible, provide Buyer with reasonable prior notice of such requirement prior to making any disclosure so that Buyer may seek an appropriate protective order. Seller shall, and shall cause its Affiliates to and to instruct its and their respective representatives and Advisors to, take the same degree of care to protect the Confidential Information that such Person uses to protect his, her or its own trade secrets and confidential information of a similar nature, which shall be no less than a reasonable degree of care. For purposes of this Section 5.2(b), “Confidential Information” means any information with respect to or concerning the applicable Purchased Assets, Buyer or any of its Affiliates, including methods of operation, customers, customer lists, products, prices, fees, costs, trade secrets, know-how, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters, whether in written, verbal, graphic or other form. Confidential Information does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public other than as a result of breach by the Seller hereunder, (ii) is or has been independently developed or conceived by Seller or its representatives without use of the Confidential Information and (z) is or becomes available to Seller or its representatives on a nonconfidential basis from a source other than Buyer or its Affiliates or their respective representatives; provided that such source was not

known by Seller or its representatives to be prohibited from disclosing such information to Seller or its representatives by a legal, contractual or fiduciary obligation. The provisions of this Section 5.2(b) shall be in addition to, and not in lieu of, any confidentiality or non-use obligation under any other agreement between Buyer, on the one hand, and Seller, on the other hand. For the avoidance of doubt, nothing herein shall prevent Seller from disclosing this Agreement or any terms contained herein (i) to any Affiliate or representative of Seller, (ii) if and as required to be filed with the Bankruptcy Court or (iii) as may be made available by Seller to potential bidders, to the extent required by the Bidding Procedures Order.

(c) The Parties acknowledge that Buyer and Seller are “Covered Entities” as that term is defined under HIPAA. To facilitate the transition of care from Seller to Buyer, it may be necessary that Buyer have access to electronic patient records prior to the applicable Closing Date. For data migration and integration purposes, Buyer agrees to implement appropriate safeguards to restrict the access and use of such electronic patient records prior to each applicable Closing Date in compliance with all applicable Laws, including HIPAA. If for whatever reason the Transaction (or any component thereof) does not close, Buyer agrees to take reasonable steps to remove or destroy any such relevant electronic patient records from its active servers and dispensing system.

(d) Subject to Section 5.2(b) and Section 5.4, from the date hereof until the final Closing, Seller will provide Buyer and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours (and in accordance with the reasonable procedures established by Seller) to the books and records of Seller to the extent related to the Purchased Assets, in order for Buyer and its authorized Advisors to access such information regarding the Purchased Assets as is reasonably necessary in order to consummate the Transactions; provided that (i) such access does not unreasonably interfere with the normal operations of any Seller, (ii) such access will occur in such a manner as Seller reasonably determine to be appropriate to protect the confidentiality of the Transactions and such books and records, (iii) all requests for access will be directed to Guggenheim Securities or such other Person(s) as Guggenheim Securities may designate in writing from time to time, (iv) Seller is not obligated to disclose and may redact or remove any information that is not related to the Purchased Assets and (v) nothing herein will require Seller to provide access to, or to disclose any information to, Buyer if such access or disclosure (A) would cause significant competitive harm to any Seller if the Transactions are not consummated, (B) would waive any legal privilege, (C) would be in violation of applicable Laws (including the HSR Act) or the provisions of any agreement to which Seller is bound or would violate any fiduciary duty, or (D) is or relates to any Excluded Tax Return. Notwithstanding anything to the contrary contained herein, nothing in this Agreement will permit Buyer or its authorized Advisors to conduct any sampling or testing of environmental media or any other similar invasive

investigation or assessment, including of the type commonly known as Phase II environmental site assessment.

(e) From and after the final Closing until the three (3) year anniversary of the final Closing Date, Seller (including Seller as may be reorganized in the Bankruptcy Cases) will provide Buyer and its authorized Advisors with reasonable access (including electronic access for the purpose of examining and copying) and upon reasonable advance notice and during regular business hours (and in accordance with the reasonable procedures established by Seller) to the books and records of Seller to the extent related to the Purchased Assets in a manner that allows Buyer to address, progress or comply with any third party payor audits, insurance claims, governmental requests, audits or investigations, litigation or other disputes, legal compliance, financial statement preparation or similar matters. Nothing in this Section 5.2(e) shall prohibit, delay, or otherwise impair the Seller's ability to wind down their respective corporate existence and operations following the final Closing in compliance with all applicable Laws, including HIPAA.

Section 5.3 Signage. Seller (including Seller as may be reorganized in the Bankruptcy Cases) shall permit Buyer to place a sign, provided by Buyer and approved by Seller, at the front entrance to each of the Pharmacies and at each Pharmacy counter or, for those Pharmacies in stores that are closing, on the exterior door of the store for a period beginning on the date on which the Sale Order is entered, in accordance with applicable Laws, and ending on the earlier of (a) 120 days after the applicable Records Closing Date or (b) the date that such Location is no longer controlled by Seller (including Seller as may be reorganized in the Bankruptcy Cases), advising customers that all prescription files have been transferred to a drug store of Buyer or other location designated by Buyer. Nothing herein shall prevent Seller from providing patient notifications in accordance with applicable Law or contractual obligations.

Section 5.4 Record Data.

(a) The Parties agree that Buyer will engage Infoworks (the "Data Converter") to convert Seller's electronic prescription files and records data included in Purchased Assets (the "Record Data") to a format specified by Buyer. Seller agrees to provide such Record Data, access and cooperation to the Data Converter as may be required to enable the Data Converter to deliver the Record Data to Buyer in English for all of the Pharmacies within three (3) Business Days following the date on which the Sale Order is entered (the "Initial Conversion"). For purposes of the Initial Conversion, in the event that the Record Data is not or cannot be delivered to the Data Converter in English as of such Initial Conversion, or cannot be converted by the Data Converter, Buyer, in Buyer's sole and reasonable discretion, may delay the Records Closing for each Pharmacy until the Record Data is delivered to Buyer. Seller shall deliver the Record Data for the period between the Initial Conversion and a date that is at least one (1) week prior to the Records Closing Date for each of the Pharmacies (the "Interim Conversion") to the Data Converter, so that the Data Converter can deliver the Interim Conversion to Buyer as soon as possible

on the date that is at least one (1) week prior to the applicable Records Closing Date. Seller shall deliver the Record Data for the period between the Interim Conversion and the Records Closing Date for each of the Pharmacies (the “Final Conversion”) to the Data Converter, so that the Data Converter can deliver the Final Conversion to Buyer as soon as possible on the applicable Records Closing Date. For the purposes of Buyer’s calculation of the Verification Volume in accordance with Section 2.2, the Parties agree that Seller shall deliver to the Data Converter such Record Data as may be required to enable the Data Converter to deliver such Record Data to Buyer in English as soon as possible on the applicable Records Closing Date in respect of a given Pharmacy (the “Verification Volume Conversion”). For purposes of the Verification Volume Conversion, the Parties agree that in the event that despite having received the Record Data, the Data Converter is unable to deliver such Record Data to Buyer in English within two (2) Business Days after the applicable Records Closing Date, Buyer, at Buyer’s sole and reasonable discretion, may delay the payment of the Records Amount for each applicable Pharmacy in accordance with Section 3.2 until two (2) Business Days after the applicable Record Data is delivered to Buyer. For the avoidance of doubt, each of RAD and Buyer shall be responsible for [REDACTED] of the cost and expense of the Data Converter for all purposes hereunder (with the portion thereof for which RAD is responsible being paid through a corresponding reduction of the Purchase Price payable by Buyer, to the extent elected by RAD).

(b) Seller will retain a complete copy of all Record Data in accordance with applicable record retention Laws to be used only for legitimate reasons and not in violation of this Agreement. In the event that Seller is requested or required by Law, subpoena, court order, or other similar legal process to disclose all or any portion of the Record Data, Seller may make such disclosure; provided it will provide Buyer with prompt written notice thereof (except to the extent prohibited by Law from doing so).

(c) Seller agrees that any Record Data or other customer or prescription data retained by Seller after the applicable Records Closing with respect to the Pharmacies as may be required to be retained by applicable record retention Laws shall be segregated from Seller’s other records, to the extent reasonable practicable, so that such data will not be visible or accessible to employees of Seller’s other pharmacies (provided that this Section 5.4(c) shall not require any action or omission that would prevent Seller from complying with Section 5.4(d)). In furtherance of the Transactions, each of the Buyer and Seller will have executed a business associate agreement with the Data Converter.

(d) For each Pharmacy, Seller and Buyer each shall preserve and maintain, as and for so long as required by applicable federal and state Law, all Records possessed by such Party relating to the period prior to the applicable Records Closing Date. Seller will provide to Buyer the contact details for Seller’s

point of contact for all inquiries related to the Seller's records as soon as practicable following the applicable Closing Date.

Section 5.5 Telephone Numbers and Advertising.

(a) Upon the applicable Records Closing, Seller shall arrange for remote call forwarding for all patients, doctors, and fax telephone lines of the Pharmacy to a Walgreens drug store or other location designated by Buyer for a period ending one hundred eighty (180) days following such Records Closing. For the period starting on the day after the one hundred eightieth (180th) day following such Records Closing, Seller (including Seller as may be reorganized in the Bankruptcy Cases) shall disconnect existing telephone and fax lines and terminate any existing telephone or fax accounts for the Pharmacy. There shall be no charge to Buyer for such remote call forwarding service.

(b) The Parties agree that following the applicable Records Closing, Buyer shall arrange to have Seller's electronic prescription service forwarded to Seller's pharmacy fax number utilizing the SureScript NCPDP Transition Assist Process.

(c) All existing advertising and print media for pharmaceutical and services at each Pharmacy shall be discontinued immediately upon the Records Closing Date for such Pharmacy. Further, Seller shall update all social media pages and websites to indicate that the Pharmacy has closed, with pointers linking information regarding such Pharmacy's closing to Walgreens' websites.

Section 5.6 Non-Competition.

(a) For a period of [REDACTED] following the applicable Records Closing Date, Seller agrees that neither Seller nor any of its Subsidiaries (including Seller or such Subsidiary as may be reorganized in the Bankruptcy Cases) will (i) directly solicit, direct or divert (whether by mail, internet, or any other means) any of the Pharmacy patients whose Records are being transferred to Buyer pursuant to this Agreement; or (ii) operate, lease or sell to any Person that operates, leases or sells to a retail pharmacy operator, a retail drug store, clinic pharmacy, pharmacy business or other pharmacy business that competes with the Pharmacy's business as conducted by Buyer after the date hereof (other than the pharmacies owned or operated by Seller in the locations as of the Records Closing Date that are not a Location and that are carved out of this restriction), within [REDACTED] of the applicable Location.

(b) Notwithstanding the foregoing, nothing herein shall limit Seller's or its Subsidiaries' ability to (i) provide patient notifications in accordance with applicable Law or contractual obligations; (ii) (A) conduct national or regional marketing campaigns in the Ordinary Course or (B) sell, market, or solicit any Person for the purpose of selling or marketing, over-the-

counter drugs or health and wellness products or other non-pharmaceutical products; or (iii) conduct “going out of business” sales at and liquidations of the Pharmacies (or their related stores) to be completed within ninety (90) days following their respective Closings.

Section 5.7 Protected Health Information. Seller acknowledges and agrees that Buyer shall not assume any legal obligations of Seller or any of its Subsidiaries under HIPAA relating to uses and disclosures of health information made by any Seller or any of its Subsidiaries prior to the applicable Closing. All inquiries relating to patient rights under HIPAA relating to uses or disclosures of health information made prior to the applicable Closing shall be forwarded to Seller or its designated agent for handling.

Section 5.8 License. Subject to Section 5.15, Seller agrees to send all required notifications of the sale of the Purchased Assets hereunder to Buyer to all applicable Governmental Bodies and other-third parties in accordance with Seller’s legal and contractual obligations. Seller shall surrender the pharmacy license for each Pharmacy to the applicable Governmental Bodies or other authorities within the time period required by Law after the applicable Closing Date for such Pharmacy and, upon request of Buyer, supply evidence thereof to Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 5.8.

Section 5.9 Patient Letter. The Parties will engage PrintWerks or another distributor selected by Buyer (the “Third Party Distributor”) to notify each customer of the applicable Pharmacy who has had a prescription filled or refilled at such Pharmacy within the twelve (12)-months prior to the applicable Records Closing Date by mailing each customer a letter in the form attached as Exhibit C. The Parties agree that, promptly after its receipt of the Record Data, the Data Converter will provide the Record Data to the Third Party Distributor in order to enable the Third Party Distributor to assemble and distribute these letters no sooner than the applicable Records Closing Date. For the avoidance of doubt, each of RAD and Buyer shall be responsible for [REDACTED] of the cost and expense of the Third Party Distributor for all purposes under this Section 5.9 (with the portion thereof for which RAD is responsible being paid through a corresponding reduction of the Purchase Price payable by Buyer, to the extent elected by RAD). Nothing herein shall limit Seller’s ability to provide patient notifications in accordance with applicable Law or contractual obligations.

Section 5.10 Further Assurances. From time to time following each Closing, as and when requested by any Party and at such requesting Party’s expense, any other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting Party may reasonably deem necessary or desirable to evidence or effectuate the Transactions.

Section 5.11 Employment of Pharmacy Employees.

(a) Buyer and Seller agree that Buyer has not offered and will not be required to offer any terms of employment to any of Seller’s employees, as consideration for the sale contemplated herein or otherwise. It is agreed that in the event any employees of Seller shall be employed by Buyer subsequent to

a Records Closing, then each such individual employee shall be an “employee-at-will” of Buyer, and Buyer shall have no contractual obligation with regard to such employment.

(b) Prior to the applicable Records Closing, as may be reasonably requested by Buyer and in accordance with applicable Laws, Seller agrees to reasonably promptly provide to Buyer information regarding the employees at the respective Pharmacy.

Section 5.12 No Successor Employer or Other Liabilities. All liabilities arising out of, relating to or with respect to the engagement, employment, performance of services or termination of employment or services of (a) any current or former employee of Seller or any Person who sought to be an employee of Seller at any time, (b) any independent contractor, (c) any dependent of any Person identified in clauses (a) or (b) above or (d) any group, collective or class of any Persons identified in clauses (a)-(c) above, in the case of each of clauses (a) and (b) of the Seller or any of its or their respective Affiliates, including (i) all liabilities under any employee benefit or compensation plans, programs, agreements or arrangements maintained or contributed to (or formerly maintained or contributed to) by the Seller, (ii) all liabilities arising under any “employee benefit plan” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”) and non-ERISA commitments, (iii) all liabilities arising under Title IV of ERISA, (iv) all liabilities with respect to compensation, service fees, bonuses and commissions, (v) all liabilities respecting any personal injuries, including workers’ compensation or disability, regardless of when any such claim is made or asserted, (vi) any liabilities arising under the Worker Adjustment and Retraining Notification Act of 1988 or any similar Laws, regardless of when any such claim is made or asserted, (vii) any employment or labor actions, suits, claims, investigations or other legal proceedings accruing directly or indirectly against Seller and (viii) all liabilities under, associated with or with respect to any collective bargaining agreement, shall remain with Seller and its Affiliates, as applicable, following the applicable Closings, and Buyer and its Affiliates are not assuming and will not be liable for any such liabilities.

Section 5.13 Public Announcements. Except as expressly permitted by this Agreement, including Buyer’s right to send patient letters to customers pursuant to Section 5.9 hereof, no public release or announcement concerning the Transactions, including any press statement or comment or social media communication, shall be issued by the Buyer or Seller (or their respective Affiliates or representatives) without the prior approval of the other Party as to the form and substance of any press release or announcement related to this Agreement or the Transactions, and the Parties hereto will consult with each other as to the form and substance of any other public disclosures related thereto (which approval shall not be unreasonably withheld or delayed), except, in each case, as such release or announcement that in the opinion of its counsel is required by applicable Law, by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or the rules, regulations or policies of any United States or foreign securities exchange, in which case the Party required to make the release or announcement shall (to the extent permissible under such applicable Law or Bankruptcy Court requirement, if applicable) allow the other Party reasonable time to comment on such release or announcement in advance of such issuance; provided that, notwithstanding the foregoing, on or after the date of this Agreement, (a) each Party may make internal announcements to their respective employees after reasonable prior notice to the other and approval by the other with

regard to the content and timing of such announcement, (b) Seller may make patient notifications required by applicable Law and contractual obligations, and (c) the Parties hereto acknowledge that this Agreement (including the Purchase Price as expressly set forth herein) shall be filed publicly on the docket with the Bankruptcy Court.

Section 5.14 Reasonable Efforts; Cooperation.

(a) Subject to the other terms of this Agreement (including Section 5.15), each Party shall (whether directly or through its Advisors) use its commercially reasonable efforts to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable to cause the Transactions to be effected as soon as reasonably practicable, but in any event on or prior to the Outside Date, subject to the conditions herein and in accordance with the terms hereof, and to cooperate with each other Party and its Advisors in connection with any step required to be taken as a part of such obligations.

(b) The obligations of Seller pursuant to this Agreement, including this Section 5.14, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Cases), and Seller's obligations as debtors in possession to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order), and Seller's duty to seek and obtain the highest or otherwise best price for the Purchased Assets as required by the Bankruptcy Code.

(c) After the applicable Closing, Seller or any of its Subsidiaries (including Seller or such Subsidiaries as may be reorganized in the Bankruptcy Cases) and Buyer and its Affiliates shall: (i) make available to the other Party and to any Governmental Body, as reasonably requested, all information, records and documents relating to Taxes relating to the Purchased Assets; and (ii) furnish the other Party with copies of all correspondence received from any Governmental Body in connection with any Tax audit or information request with respect to the Purchased Assets; provided that Seller shall not be required to provide any Excluded Tax Return and neither Party will be required to provide any information if providing such information would waive any legal privilege.

Section 5.15 Regulatory.

(a) Subject to the other terms of this Section 5.15, Buyer and Seller agree to use commercially reasonable efforts to resolve objections, if any, that a Governmental Body may assert under the HSR Act, if applicable, any other antitrust Law, or any state transaction notification Laws with respect to the Transactions, and to avoid or eliminate any impediment under the HSR Act, if applicable, any other antitrust Law, or any state transaction notification Laws that may be asserted by any Governmental Body with respect to the Transactions. Subject to the other terms of this Section 5.15, each Party shall

use commercially reasonable efforts to, as promptly as practicable and advisable, respond to any requests from a Governmental Body with respect to the Transactions. Notwithstanding anything herein to the contrary, Buyer may remove from the Purchased Assets any prescription files for any regulatory-related reason whatsoever in its sole discretion. Notwithstanding the foregoing or anything otherwise herein to the contrary, nothing in this Section 5.15 or otherwise in this Agreement shall require Buyer or any Affiliate of Buyer to (and Seller shall not, without the prior written consent of Buyer) (i) propose, negotiate, effect or agree to, the sale, divestiture, license or other disposition of the Purchased Assets or of any assets or businesses of Buyer or any Affiliate of Buyer, or (ii) take or agree to take any action that limits Buyer's freedom of action with respect to, or its ability to retain or maintain, any of the Purchased Assets or any of the businesses or assets or any of the proposed to taken actions or inactions of Buyer or any Affiliate of Buyer.

(b) Each of Buyer and Seller shall use its commercially reasonable efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a Governmental Body may assert under the HSR Act, if applicable, any other antitrust Law, or any state transaction notification Laws with respect to the Transactions; (ii) promptly inform the other Party of (and supply to the other Party) any material communication received by such Party from, or given by such Party to any Governmental Body in connection therewith; (iii) permit the other Party to review in advance and incorporate the other Party's reasonable comments in any substantive communication to be given by it to any Governmental Body; and (iv) consult with the other Party in advance of any meeting or discussion with any Governmental Body, and, to the extent not prohibited by the Governmental Body, give the other Party the reasonable opportunity to attend and participate therein. The Parties shall use commercially reasonable efforts to mutually devise and implement the strategy for resolving such objections, if any, that a Governmental Body may assert under the HSR Act, any other antitrust Law, or any state transaction notification Laws with respect to the Transactions, subject to Buyer's right to make the final determination of such strategy and, in respect of the HSR Act, to take the lead with respect to such meetings and communications.

Section 5.16 Acknowledgement by Buyer.

(a) Buyer acknowledges and agrees, on its own behalf and on behalf of the Buyer Group, that it has conducted to its full satisfaction an independent investigation and verification of the business, the Purchased Assets, and the Assumed Liabilities, and, in making its determination to proceed with the Transactions, Buyer and the Buyer Group have relied solely, are relying, and will rely, solely, on the Express Representations and the results of the Buyer Group's own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any information, statements, disclosures, documents, projections, forecasts or other material

made available to Buyer or any of its Affiliates or representatives in the Dataroom, any Information Presentation, or the Projections or any other information, statements, disclosures or materials, in each case, whether written or oral, made or provided by or on behalf of any Seller or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Buyer and the Buyer Group have relied only on the Express Representations), in each case to the extent in connection with the Transactions. Buyer acknowledges and agrees, on its own behalf and on behalf of the Buyer Group, that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Buyer or any member of the Buyer Group on which Buyer or any member of the Buyer Group may rely in connection with the Transactions and (ii) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (A) the completeness or accuracy of, or any omission to state or to disclose, any information, including in the Dataroom, Information Presentation, Projections, meetings, calls or correspondence with management of any Seller, any of the Seller Parties or any other Person on behalf of any Seller or any of the Seller Parties or any of their respective Affiliates or representatives and (B) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, liabilities, properties, contracts, environmental, health or safety conditions and compliance, employee matters, regulatory compliance, or the quality, quantity or condition of any of the Purchased Assets, are, in each case, specifically disclaimed by each Seller, on its behalf and on behalf of the Seller Parties, in each case to the extent in connection with the Transactions and except for the Express Representations.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Buyer Group of the Purchased Assets, Buyer and the members of the Buyer Group, and the representatives of each of the foregoing, have received or may receive, from or on behalf of any Seller, or other Seller Parties, certain projections, forward-looking statements and other forecasts (whether in written, electronic, or oral form, and including in the Information Presentation, Dataroom and management meetings) (collectively, “Projections”). Buyer acknowledges and agrees, on its own behalf and on behalf of the Buyer Group, that (i) such Projections are being provided solely for the convenience of Buyer to facilitate its own independent investigation of the Purchased Assets, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Buyer is familiar with such uncertainties, and (iv) Buyer is taking full responsibility for making their own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(c) Buyer acknowledges and agrees, on its own behalf and on behalf of the Buyer Group, that it will not assert, institute, or maintain, and will cause each member of the Buyer Group not to assert, institute or maintain, any

claim, action, proceeding that makes any claim contrary to the agreements and covenants set forth in this Section 5.16.

(d) Buyer acknowledges and agrees, on its own behalf and on behalf of the Buyer Group, that the covenants and agreements contained in this Section 5.16 (i) require performance after each Closing to the maximum extent permitted by applicable Law and (ii) are an integral part of the Transactions and that, without these agreements set forth in this Section 5.16, Seller would not enter into this Agreement.

(e) Notwithstanding anything to the contrary contained herein, nothing contained in this Section 5.16 or elsewhere in this Agreement shall be construed to limit any claims or remedies for Fraud.

ARTICLE VI ENCUMBRANCES

Section 6.1 **UCC Searches.** Buyer may conduct Uniform Commercial Code searches of state and county records.

ARTICLE VII BANKRUPTCY MATTERS

Section 7.1 **Bankruptcy Actions.**

(a) The bidding procedures to be employed with respect to this Agreement shall be those reflected in the Bidding Procedures Order. Buyer agrees and acknowledges that Seller, including through its representatives, is and may continue soliciting inquiries, proposals or offers from third parties in connection with any Alternative Transaction pursuant to the terms of the Bidding Procedures Order.

(b) Subject to Section 5.15, the Parties shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of the Sale Order. Seller may modify the motion seeking approval of the Sale Order pursuant to discussions with the United States Trustee assigned to the Bankruptcy Case, the Bankruptcy Court, any creditor or committee representing a group of creditors in the Bankruptcy Case, or any other party in interest, with such modifications being acceptable to Buyer in its commercially reasonable discretion.

(c) Each of Seller and Buyer shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and (ii) keep the other reasonably apprised of the status of material matters related to the Agreement, including upon reasonable request promptly furnishing the other with copies of notices or other communications received by Seller from the Bankruptcy Court with respect to the Transactions.

(d) Seller and Buyer acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher or better bids and Bankruptcy Court approval. Buyer acknowledges that Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise best price for the Purchased Assets, including giving notice thereof to the creditors of Seller and other interested parties, entertaining higher or better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting an Auction.

(e) Nothing in this Section 7.1 shall prevent Seller from modifying the bidding procedures as necessary or appropriate to maximize value for Seller's estate in accordance with Seller's fiduciary obligations.

Section 7.2 Sale Order. The Sale Order shall, among other things, (a) approve, pursuant to sections 105 and 363 of the Bankruptcy Code (i) the execution, delivery and performance by Seller of this Agreement, (ii) the sale of the Purchased Assets to Buyer on the terms set forth herein and free and clear of all Encumbrances, and (iii) the performance by Seller of its obligations under this Agreement, (b) find that Buyer is a "good faith" buyer within the meaning of section 363(m) of the Bankruptcy Code, find that Buyer is not a successor to any Seller, and grant Buyer the protections of section 363(m) of the Bankruptcy Code, (c) to the extent permitted by law, find that Buyer shall have no liability or responsibility for any liability or other obligation of any Seller arising under or related to the Purchased Assets, including successor or vicarious liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee liability, labor law, de facto merger, or substantial continuity, (d) find that Buyer shall have no liability for any Excluded Liability, and (e) contain such other provisions as are customary for sales conducted pursuant to sections 105 and 363 of the Bankruptcy Code.

Section 7.3 Approval. The Parties' obligations under this Agreement and in connection with the Transactions are subject to entry of and, to the extent entered, the terms of any Orders of the Bankruptcy Court (including entry of the Sale Order). Nothing in this Agreement shall require the Parties to give testimony to or submit a motion to the Bankruptcy Court that is untruthful or to violate any duty of candor or other fiduciary duty to the Bankruptcy Court or its stakeholders.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES

Section 8.1 Seller's Representations and Warranties. As an inducement to Buyer to enter into this Agreement and to consummate the Transactions, except as set forth in the Schedules delivered by Seller concurrently herewith (each, a "Schedule" and collectively, the "Schedules") and subject to Section 11.16, Seller represents and warrants to Buyer, as of the date of this Agreement and as of the applicable Closing Date, as follows, it being understood that in case any representation or warranty set forth in this Section 8.1 speaks, or refers, to an earlier date or period, such period, or date shall be, or commence on, as applicable, August 30, 2024, as applicable, and in no event will any such representation or warranty be construed to speak of or refer to an earlier date) as follows:

(a) Organization and Authority. Each Seller is duly incorporated or organized, validly existing, and in good standing under the Laws of its respective jurisdiction of incorporation or organization and in good standing in all other jurisdictions in which such Seller conducts business. Subject to requisite Bankruptcy Court approvals, (i) each Seller has the power and other authority to execute, deliver and perform this Agreement and the other Transaction Agreements to which such Seller is a party and to perform its obligations hereunder and to consummate the Transaction; (ii) the execution, delivery and performance by each Seller of this Agreement and the other Transaction Agreements to which such Seller is a party, and the consummation by such Seller of the Transactions, have been duly authorized by all requisite corporate action, limited liability company action or other action on the part of such Seller, as applicable, and no other organizational proceedings on such Seller's part are necessary to authorize the execution, delivery and performance by such Seller of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions and (iii) when fully executed and delivered by all Parties and thereto, as applicable, this Agreement and the Transaction Agreements, will be legal, valid and binding obligations of Seller enforceable in accordance with their terms, in each case subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws of general application relating to or affecting creditors' rights and to general equity principles.

(b) No Conflicts. Assuming that the Sale Order and all other requisite Bankruptcy Court approvals are obtained and the requirements of the HSR Act (to the extent applicable) and any state transaction notification Laws are complied with, neither the execution, delivery and performance of this Agreement by Seller nor the consummation by Seller of the Transactions will: (i) conflict with or violate any provision of a Seller's certificate of incorporation or bylaws, certificate of formation or limited liability company agreement, or other governing documents, as applicable, (ii) violate any Law or Order to which any of the Purchased Assets is subject or by which Seller is bound, (iii) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any material contract or accelerate any of Seller's obligations under any such material contract, (iv) require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any Person or (v) result in the creation of any Encumbrance on any Purchased Assets.

(c) Title to Assets. Seller has good and valid legal title to all of the Purchased Assets, free and clear of any Encumbrance. At the applicable Closing, Seller will transfer to Buyer good and valid legal title to the applicable Purchased Assets and such property will not be subject to any Encumbrance.

(d) Prescriptions. Since August 30, 2024, the prescriptions filled at each of the Pharmacies have arisen from bona fide, legal transactions and the

information included in the Records is accurate and complete in all material respects. Since August 30, 2024, none of the prescriptions filled at any of the Pharmacies results from any business outside the scope of a customary pharmacy or retail drug-store business.

(e) Legal Proceedings. Except as set forth on Schedule 8.1(e) or as may arise under antitrust Law after the date hereof in relation to the Transactions or where such item would not reasonably be expected to impair the use or value of the ownership of the Purchased Assets, since August 30, 2024, there are no (i) complaints (including *qui tam* complaints), claims, actions, suits, investigations, civil investigative demands, subpoenas or proceedings pending or, to Seller's knowledge, threatened by or against Seller or, to Seller's knowledge, any employee of Seller affecting any of the Purchased Assets or (ii) Orders of any court or Governmental Body to which Seller is a party with respect to any of the Pharmacies or to which any of the Purchased Assets is subject. Since August 30, 2024, Seller has not received any notice of complaints filed against Seller under HIPAA or any Privacy or Security Requirements in connection with any of the Pharmacies and/or the Purchased Assets and, to Seller's knowledge there has been no violation of such laws.

(f) Compliance with Law. Except as set forth on Schedule 8.1(f), Seller is not in violation, and since August 30, 2024, Seller has not been in violation, of any Laws or Orders, including all laws and regulations relating to the provision, marketing and sale of healthcare items and services, including the Medicare and Medicaid Statutes (42 U.S.C. §§ 1395 et seq. and 42 U.S.C. §§ 1396 et seq.), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the federal Beneficiary Inducement Statute (42 U.S.C. § 13201-7a(a)(5)), state anti-kickback and all-payer laws, the Civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the federal criminal False Statements Law (42 U.S.C. § 1320a-7b(a)), and the criminal healthcare fraud statutes (18 U.S.C. §§ 286, 287, 1347 and 1349), the Federal Food, Drug and Cosmetic Act, including the Drug Supply Chain Security Act, and the United States Controlled Substance Act of 1970 (collectively, the "Healthcare Laws") with respect to any of the Purchased Assets. Seller has timely filed all material reports, registrations and statements required to be filed by it with any Governmental Body, including all applicable state boards of pharmacy, state Medicaid agencies, and the Centers for Medicare and Medicaid Services, and has paid all related fees and assessments due and payable, in each case with respect to each of the Pharmacies. All Medicare, Medicaid and third-party reports and claims filed or required to be filed by or on behalf of Seller with respect to each of the Pharmacies have been timely filed and are complete and accurate in all material respects. Such reports and claims properly claim and disclose all information and other items to be disclosed for the periods covered thereby. Seller has not and to Seller's knowledge, no employee of Seller or its Affiliate who works or has worked at any of the Pharmacies has received any written or oral notice that alleges any material noncompliance or that the Seller is under investigation for any alleged material noncompliance with any Healthcare Laws. Seller has not and to

Seller's knowledge, no employee of Seller or its Affiliate who works or has worked at any of the Pharmacies has been disciplined or sanctioned by any Governmental Body or suspended, excluded, disbarred, or threatened to be suspended, excluded, or disbarred from participation in any federal healthcare payment program (as such term is defined in 42 U.S.C. § 1320a-7b(f)).

(g) Data Protection and Privacy.

(i) Seller currently complies and has complied at all times with applicable Privacy Policies and the Privacy and Security Requirements, in each case with respect to the Purchased Assets.

(ii) With respect to the Purchased Assets, (A) Seller has established an Information Security Program that is appropriately implemented and maintained, and there have been no material violations of the Information Security Program; and (B) the Seller has (1) assessed and tested its Information Security Program on a no less than annual basis, (2) remediated all critical, high and medium risks and vulnerabilities, and (3) the Information Security Program has proven sufficient and compliant with Privacy and Security Requirements in all material respects.

(iii) With respect to Purchased Assets, (A) Seller and, to Seller's knowledge, any Person, public authority, agency or other body that processes Personal Data on behalf of or at the direction of the Seller, have not suffered a security incident, have not been required to notify any Person or Governmental Body of any security incident, and have not been adversely affected by any malicious code, ransomware or malware attacks, or denial-of-service attacks on any IT Systems; (B) neither Seller nor any third party acting at the direction or authorization of Seller has paid any perpetrator of any actual or threatened security incident or cyber attack, including, but not limited to a ransomware attack or a denial-of-service attack; (C) Seller has not received a written notice (including any enforcement notice), letter, or complaint from a Governmental Body or any Person alleging noncompliance or potential noncompliance with any Privacy and Security Requirements or Privacy Policies and has not been subject to any proceeding relating to noncompliance or potential noncompliance with Privacy and Security Requirements or the Seller's processing of Personal Data; and (D) Seller is not in breach or default of any contracts relating to its IT Systems or to Personal Data and does not transfer Personal Data internationally except where such transfers comply with Privacy and Security Requirements and Privacy Policies.

(h) Taxes. Seller has, in respect of each of the Pharmacies and the Purchased Assets filed all tax returns that are required to be filed (subject to any applicable extensions) and has paid all taxes that have become due pursuant to such tax returns (subject to any applicable extensions) or pursuant to any assessment that has become payable or for which Buyer may otherwise have any transferee liability. Seller has, in respect of each of the Pharmacies and the Purchased Assets, withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and

complied with all information reporting and backup withholding provisions of applicable Law. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller with respect to the Pharmacies or the Purchased Assets. All deficiencies asserted, or assessments made, against Seller as a result of any examinations by any Governmental Body with respect to the Pharmacies and the Purchased Assets have been fully paid. Seller is not a party to any administrative or judicial proceeding by any Governmental Body relating to the Pharmacies and the Purchased Assets. There are no pending or threatened administrative or judicial proceedings by any Governmental Body relating to the Pharmacies or the Purchased Assets. There are no Encumbrances for Taxes upon any of the Purchased Assets nor is any Governmental Body in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets.

(i) Leases. There are no limitations in Seller's leases for the Premises that would restrict Buyer's right to place signage pursuant to Section 5.3.

(j) Brokers. Except for Guggenheim Securities, LLC ("Guggenheim Securities"), the fees and expenses of which will be paid by Seller, no agent, broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Seller for which Buyer could have any liability.

(k) No Other Representations or Warranties. Except for the representations and warranties of Buyer expressly contained in this Article VIII (it being understood that Seller has relied only on such representations and warranties), Seller acknowledges and agrees, on its own behalf and on behalf of the Seller Parties, that no Seller nor any other Person on behalf of any Seller makes, and neither Seller nor any member of the Seller Parties has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to Buyer or its businesses or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person to Seller or any of its Affiliates or Advisors on behalf of Buyer or any of its Affiliates or Advisors, in each case in connection with the Transactions. Without limiting the foregoing, neither Buyer or any of its Affiliates nor any of their Advisors will have or be subject to any liability whatsoever to Seller, or any other Person, resulting from the distribution to Seller or any of its Affiliates or Advisors, or Seller's or any of its Affiliates' or Advisors' use of or reliance on, any such information made available to Seller or any of its Affiliates or Advisors in expectation of the Transactions or any discussions with respect to any of the foregoing information in connection with the Transactions. Notwithstanding anything to the contrary contained herein, nothing contained in this Section 8.1(k) or elsewhere in this Agreement shall be construed to limit any claims or remedies for Fraud.

Section 8.2 Buyer's Representations and Warranties. As an inducement to Seller to enter into this Agreement and to consummate the Transactions, Buyer hereby represents and warrants to Seller and agrees, as of the date of this Agreement and as of the applicable Closing Date, as follows:

(a) Organization and Authority. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of incorporation and Buyer or one of its Affiliates, as applicable, is in good standing in all other jurisdictions in which the Pharmacies operate for the Buyer entity that operates in that particular jurisdiction, except (other than with respect to Buyer's due formation and valid existence) as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyer's ability to consummate the Transactions. Subject to requisite Bankruptcy Court approvals, Buyer has the power and other authority to execute, deliver and perform this Agreement and the other Transaction Agreements to which Buyer is a party and to perform its obligations hereunder to consummate the Transactions; (ii) the execution, delivery and performance by Buyer of this Agreement and the other Transaction Agreements to which Buyer is a party, and the consummation by Buyer of the Transactions, have been duly authorized by all requisite corporate action on the part of Buyer and no other organizational proceedings on Buyer's part are necessary to authorize the execution, delivery and performance by Buyer of this Agreement or the other Transaction Agreements and the consummation by it of the Transactions; and (iii) when fully executed and delivered by all Parties and thereto, as applicable, this Agreement and all documents and agreements required to be delivered hereunder, will be legal, valid and binding obligations of Buyer enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general application relating to or affecting creditors' rights and to general equity principles.

(b) No Conflicts. Assuming that the Sale Order and all other requisite Bankruptcy Court approvals are obtained and the requirements of the HSR Act (to the extent applicable) are complied with, neither the execution, delivery and performance of this Agreement by Buyer nor the consummation by Buyer of the Transactions will (i) conflict with or violate any provision of Buyer's organizational documents, (ii) violate any Law or Order applicable to Buyer, (iii) violate or constitute a breach of or default (with or without notice or lapse of time, or both) under or give rise to a right of termination, modification, or cancelation of any obligation or to the loss of any benefit, any of the terms or provisions of any loan or credit agreement or other material contract to which Buyer is a party or accelerate Buyer's obligations under any such contract, or (iv) result in the creation of any Encumbrance on any properties or assets of Buyer or any of its Subsidiaries, except, in the case of clauses (i) through (iv), as would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Buyer to consummate the Transactions.

(c) Legal Proceedings. There are no actions, suits, claims, investigations or other legal proceedings pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the Transactions.

(d) Brokers. No agent, broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Buyer for which Seller could have any liability.

(e) Governmental Consents. Assuming that the Sale Order and all other requisite Bankruptcy Court approvals are obtained and the requirements of the HSR Act (to the extent applicable) are complied with, Buyer is not required to submit, seek or obtain any notice, report, authorization, approval, Order, permit, consent or other filing with any Governmental Body in connection with the execution, delivery or performance by it of this Agreement or the consummation of the Transactions and no consent, approval or authorization of any Governmental Body or any other party or Person is required to be obtained by Buyer in connection with its execution, delivery and performance of this Agreement or the consummation by Buyer of the Transactions except where the failure to submit, seek or obtain any such notice, report, authorization, approval, Order, permit, consent or other filing would not, individually or in the aggregate, reasonably be expected to prevent or materially impair, alter or delay the ability of Buyer to consummate the Transactions.

(f) Solvency. After giving effect to the Transactions, Buyer shall be able to pay its debts as they become due and shall own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities). After giving effect to the Transactions, Buyer shall have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Transactions with the intent to hinder, delay or defraud either present or future creditors of Buyer. In connection with the Transactions, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

(g) Financing. Buyer has and at all times until the payment of the applicable portion of the Purchase Price is made in connection with the final Closing will have sufficient cash, available committed lines of credit or other sources of immediately available funds to pay the full consideration payable to Seller hereunder and to make all other payments required by Buyer in connection with the Transactions. Buyer acknowledges and agrees that its obligations under this Agreement, including its obligation to consummate the Transactions, are not contingent upon its ability to obtain any financing.

(h) Certain Arrangements. As of the date hereof, there are no contracts, undertakings, commitments, agreements or obligations, whether written or oral,

between any member of the Buyer Group, on the one hand, and any member of the management of any Seller or its respective board of directors (or member of management or applicable governing body of any Affiliate of any Seller), any holder of equity or debt securities of any Seller, or any lender or creditor of any Seller or any Affiliate of any Seller, on the other hand, (i) relating in any way to the acquisition of the Purchased Assets or the Transactions or (ii) that would be reasonably likely to prevent, restrict, impede or affect adversely the ability of any Seller or any of its Affiliates to entertain, negotiate or participate in any such transactions.

(i) No Other Representations or Warranties. Except for the representations and warranties of Seller expressly contained in this Article VIII (as qualified by the Schedules as set forth herein, the “Express Representations”) (it being understood that Buyer and the Buyer Group have relied only on the Express Representations), Buyer acknowledges and agrees, on its own behalf and on behalf of the Buyer Group, that no Seller nor any other Person on behalf of any Seller makes, and neither Buyer nor any member of the Buyer Group has relied on, is relying on, or will rely on the accuracy or completeness of any express or implied representation or warranty with respect to any Seller or any of their businesses, or the Purchased Assets or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person (including in any presentations or other materials prepared by Guggenheim Securities) (the “Information Presentation”) or in that certain “Project Road” datasite administered by SS&C Intralinks (the “Dataroom”) or elsewhere to Buyer or any of its Affiliates or Advisors on behalf of Seller or any of their Affiliates or Advisors, in each case in connection with the Transactions. Without limiting the foregoing, no Seller nor any of its Advisors will have or be subject to any liability whatsoever to Buyer, or any other Person, resulting from the distribution to Buyer or any of its Affiliates or Advisors, or Buyer’s or any of its Affiliates’ or Advisors’ use of or reliance on, any such information, including the Information Presentation, made available to Buyer or any of its Affiliates or Advisors in the Dataroom or otherwise in expectation of the Transactions or any discussions with respect to any of the foregoing information in connection with the Transactions. Notwithstanding anything to the contrary contained herein, nothing contained in this Section 8.2(i) or elsewhere in this Agreement shall be construed to limit any claims or remedies for Fraud.

ARTICLE IX CONDITIONS PRECEDENT

Section 9.1 Parties’ Conditions to Each Closing. The respective obligations of Seller and Buyer under this Agreement to consummate each Closing shall be subject to the satisfaction (or, to the extent permitted by Law, written waiver by Seller and Buyer), on or prior to the applicable Closing Date, of each of the following conditions:

(a) any applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any Governmental Body to delay consummation of any of the Transactions) shall have expired or been terminated and any applicable waiting period or required notice or approval under state transaction notification Laws with respect to the applicable Pharmacy shall have been satisfied;

(b) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be in full force and effect and shall not have been stayed, reversed or modified in a manner not reasonably acceptable to the Parties; and

(c) no Governmental Body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any Law or Order (including any temporary restraining Order or preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the Transactions with respect to such Closing.

Section 9.2 Seller's Conditions to Each Closing. The obligations of Seller under this Agreement to consummate each Closing shall be subject to the satisfaction (or, to the extent permitted by Law, written waiver by Seller), on or prior to the applicable Closing Date, of the following conditions:

(a) Buyer's representations and warranties in Section 8.2 shall be true and correct in all respects (without giving effect to any "material", "materially", "materiality", "material adverse effect", "material adverse change" or similar qualifiers contained in any of such representations and warranties) at and as of such Closing Date as though made at and as of such Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except to the extent the failure of such representations and warranties to be true and correct as of such date has not had, and would not reasonably be expected to have, a material adverse effect on the ability of Buyer to consummate the Transactions; and

(b) Buyer shall have performed and complied with in all material respects all the covenants and agreements required to be performed by it under this Agreement at or prior to such Closing.

Section 9.3 Buyer's Conditions to Each Closing. The obligations of Buyer under this Agreement to consummate each Closing shall be subject to the satisfaction (or to the extent permitted by Law, written waiver by Buyer), on or prior to the applicable Closing Date, of the following conditions:

(a) (i) Seller's representations and warranties in Section 8.1 (in each case, other than the Fundamental Representations) shall be true and correct in all respects (without giving effect to any "material", "materially", "materiality", "material adverse effect", "material adverse change" or similar qualifiers contained in any of such representations and warranties) at and as of such

Closing Date as though made at and as of such Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except to the extent the failure of such representations and warranties to be true and correct as of such dates has not had, and would not reasonably be expected to have, a Material Adverse Effect and (ii) Seller's representations and warranties in Section 8.1(a) (*Organization and Authority*), Section 8.1(c) (*Title to Assets*) and Section 8.1(j) (*Brokers*) (collectively, the "Fundamental Representations") shall be true and correct in all but *de minimis* respects at and as of such Closing Date as though made at and as of such Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date);

(b) Seller shall have performed and complied with in all material respects all the covenants and agreements required to be performed by it under this Agreement at or prior to such Closing; and

(c) Seller shall have delivered, or caused to be delivered, to Buyer all of the items set forth in Section 4.2, as applicable for such Closing.

ARTICLE X TERMINATION

Section 10.1 Termination. Notwithstanding anything contained in this Agreement to the contrary, this Agreement and the obligations hereunder may be terminated with respect to any of the Purchased Assets at any time prior to the applicable Closing (which termination, for the avoidance of doubt, shall have no effect on any Closings in respect of any Purchased Assets which shall have occurred prior thereto) only:

(a) by the mutual written consent of Buyer and RAD;

(b) by written notice from Buyer to RAD in the event of a breach by Seller of any of its agreements, covenants, obligations, representations or warranties contained herein, in each case, with respect to a given Pharmacy such that the conditions set forth in Section 9.3(a) and Section 9.3(b) with respect to the Closing for such Pharmacy would not be satisfied; provided that (i) if such breach is curable by Seller then Buyer may not terminate this Agreement with respect to such Pharmacy under this Section 10.1(b) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Buyer notifies RAD of such breach and (ii) the right to terminate this Agreement pursuant to this Section 10.1(b) will not be available to Buyer at any time that Buyer is in material breach of any covenant, representation or warranty hereunder; provided further that a termination pursuant to this Section 10.1(b) shall be effective with respect to only such Closing as to which the conditions set forth in this Section 10.1(b) have been satisfied and not with respect to any other Closings;

(c) by written notice from RAD to Buyer in the event of a breach by Buyer of any of Buyer's agreements, covenants, obligations, representations or warranties contained herein, in each case, such that the conditions set forth in Section 9.2(a) and Section 9.2(b) would not be satisfied; provided that (i) if such breach is curable by Buyer then RAD may not terminate this Agreement under this Section 10.1(c) unless such breach has not been cured by the date which that the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after RAD notifies Buyer of such breach and (ii) RAD's right to terminate this Agreement pursuant to this Section 10.1(c) will not be available to RAD at any time that Seller is in material breach of, any covenant, representation or warranty hereunder;

(d) by written notice from either Buyer or RAD to RAD or Buyer, respectively, if the Closings for all of the Purchased Assets (except for those Purchased Assets for which this Agreement had previously been terminated pursuant to this Section 10.1) shall have not occurred on or before the Outside Date (or such later date(s) as may be mutually agreed to in writing by Buyer and RAD); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 10.1 if the failure of any of the Closings to have occurred by the Outside Date was caused by such Party's failure to perform any of its obligations under this Agreement;

(e) by written notice from RAD to Buyer, if Seller receives a bona fide third party proposal for one or more Alternative Transactions and any Seller or the board of directors (or similar governing body) of any Seller, as applicable, determines in good faith, after consultation with their respective outside legal counsel, that, in connection with such proposal, proceeding with the Transactions or the failure of such Seller to terminate this Agreement would be inconsistent with such Person's or body's fiduciary duties under applicable Law; or

(f) by written notice from either Buyer or RAD to RAD or Buyer, respectively, if (i) any Seller enters into one or more Alternative Transactions with one or more Persons other than Buyer, or (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Buyer.

Section 10.2 Effects of Termination. In the event that a Party terminates this Agreement, such termination shall be in addition to, and not by way of limitation of, its other rights and remedies in law and equity, including the right to sue for damages and sue for performance pursuant to Section 11.13. Furthermore, any termination of this Agreement shall be only with respect to those Pharmacies for which a Closing has not occurred that are subject to such termination and the Agreement will remain in full force and effect with respect to the Pharmacies and Purchased Assets for which any Closing may have occurred prior to such termination and for any other Closings. If this Agreement is terminated as permitted by Section 10.1, this Agreement shall forthwith become null and void with respect to the Pharmacies and Purchased Assets for which a Closing has not yet occurred that are subject to such termination, and such termination shall be without liability of any Party (or any equityholder, member, director, officer, manager

employee, agent, consultant or representative of such Party) under this Agreement; provided that nothing herein shall relieve any Party from liability for any willful and material breach hereof.

ARTICLE XI MISCELLANEOUS

Section 11.1 Indemnification; Non-Survival of Certain Representations, Warranties and Covenants; Certain Waivers.

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; and (iv) claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement. For the avoidance of doubt, in no event will Sellers (as a group) be required to indemnify, save or hold harmless Buyer on more than one occasion for the same claim.

(b) Except for the representations, warranties, covenants and agreements described in Section 11.1(a), each of the representations and warranties (to the extent such representation and warranty applies to the Purchased Assets being transferred at any Closing) and each of the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to such Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of such Closing, and all representations and warranties and covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the final Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the final Closing, such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the applicable Closing or final Closing, respectively. Each representation, warranty, covenant and agreement described in Section 11.1(a) and covenant and agreement that explicitly contemplates performance after the applicable Closing or final Closing, as applicable, will expressly survive such Closing in accordance with its terms, and if no term is specified, then for five (5) years following such Closing Date, and nothing in this Section 11.1 will be deemed to limit any rights or remedies of any Person

for breach of any such surviving representation, warranty, covenant or agreement. Buyer and Seller acknowledge and agree, on their own behalf and on behalf of the Buyer Group or the Seller Parties, as the case may be, that the agreements contained in this Section 11.1 (i) require performance after the applicable Closing or final Closing, as applicable, to the maximum extent permitted by applicable Law and will survive the applicable or final Closing, as applicable, for five (5) years and (ii) are an integral part of the Transactions and that, without the agreements set forth in this Section 11.1, none of the Parties would enter into this Agreement.

Section 11.2 Definitions and Interpretation.

(a) Capitalized terms used in this Agreement shall have the meanings specified in Exhibit A to, or elsewhere in, this Agreement. Article titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. References in this Agreement to Articles, Schedules or Exhibits shall be to the corresponding Articles, Schedules or Exhibits of this Agreement, unless the context otherwise requires. The terms “hereof,” “herein” and “hereunder” and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement.

(b) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(c) Any document or item will be deemed “delivered,” “provided” or “made available” by Seller, within the meaning of this Agreement with respect to the Express Representations, if such document or item is (i) accessible by Buyer or Buyer’s Advisors in the Dataroom or (ii) actually delivered or provided to Buyer or Buyer’s Advisors, in each case, at least two (2) Business Days prior to the date hereof (or at such other time as is specified in this Agreement).

(d) Any reference to any particular Bankruptcy Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Bankruptcy Code section or Law, the reference to such Bankruptcy Code section or Law means such Bankruptcy Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(e) Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(f) The words “to the extent” shall mean “the degree by which” and not simply “if.”

(g) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(h) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

(i) All references to “\$” and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(j) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(k) Any reference to any agreement or contract will be a reference to such agreement or contract, as amended, modified, supplemented or waived.

(l) A reference to an Advisor in such capacity excludes such Person in any other capacity or individually.

(m) Any reference to prescription counts in this Agreement, including references to Current Volume and Verification Volume, are with respect to unadjusted prescriptions (*i.e.*, unadjusted on a 90-day equivalency basis).

Section 11.3 Notices. All notices, demands, and other communications to be given or delivered under or by reason of this Agreement shall be in writing and will deemed to have been given (a) when personally delivered, (b) when transmitted by electronic mail (so long as no error message or notice of non-delivery is generated) if delivered by 5:00 P.M. local time of the recipient on a Business Day and otherwise on the following Business Day, (c) the day following the day on which such notice was delivered prepaid to a reputable national overnight courier service and (d) the third (3rd) Business Day following the day on which such notice was sent by United States certified or registered mail, postage prepaid, in each case, addressed to:

(i) if to Seller:

c/o New Rite Aid, LLC]
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

with copies to (which shall not constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle
Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com;
aeaton@paulweiss.com; chopkins@paulweiss.com

(ii) if to Buyer:

Walgreen Co.
Legal Department
108 Wilmot Road, MS 1446
Deerfield, Illinois 60015
Attention: Sean Bauer
Paul Lim
Email: [REDACTED]
[REDACTED]

with a copy (which shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn
Chicago, IL 60613
Attention: Chris E. Abbinante
Matthew A. Clemente
Joseph P. Michaels
Leigh Rorick
Email: cabbinate@sidley.com
mclemente@sidley.com
joseph.michaels@sidley.com
lrerrick@sidley.com

provided that each Party by like notice may designate any further or different addresses to which subsequent notices shall be sent.

Section 11.4 Binding Effect; Successors and Assigns; No Third Party Beneficiaries.

(a) This Agreement shall be binding upon Buyer and, subject to the terms of the Bidding Procedures Order (with respect to the matters covered thereby) and the entry and terms of the Sale Order, Seller, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Buyer and Seller, and any attempted assignment or delegation without such prior written consent shall be null and void.

(b) Prior to any Closing, Buyer shall be entitled to designate, by written notice to Seller no later than five (5) Business Days prior to the applicable Closing Date, one or more Affiliates to (i) purchase any of the corresponding Purchased Assets and/or pay the corresponding Purchase Price amount or (ii) take title directly to any such Purchased Asset (any such Affiliate that shall be designated in accordance with this clause, a “Designated Buyer”), and, to the extent of any such designation, this Agreement shall be binding upon each of such Affiliates, their successors and permitted assigns, which shall be treated as Buyer to such extent hereunder; provided that Buyer shall remain primarily liable until the transfer to any such Designated Buyer and the satisfaction by such Designated Buyer of any related obligations hereunder.

(c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than (i) for purposes of Section 11.5, the Non-Recourse Persons and (ii) the Parties and their successors and permitted assigns any right, remedy or claim under or by reason of this Agreement.

Section 11.5 Non-Recourse. This Agreement may only be enforced against, and any claim, cause of action, lawsuit, litigation, arbitration, mediation, demand, hearing, or proceeding (“Action”) based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as Parties. Except to the extent named as a Party, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any Party (each, a “Non-Recourse Person”) will have any liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the Parties or for any Agreement Dispute and (ii) in no event shall any Party have any shared or vicarious liability, or otherwise be the subject of legal or equitable claims, for the actions, omissions or fraud (including through equitable claims (such as unjust enrichment) not requiring proof of wrongdoing committed by the subject of such claims) of any other Person, and each of such Persons are intended third party beneficiaries of this Section 11.5 and shall be entitled to enforce this Section 11.5 as if a party directly hereto.

Section 11.6 Risk of Loss. The risk of loss or damage to the assets described in Section 1.1 hereof shall be upon Seller until Buyer receives physical possession of such assets in accordance with this Agreement.

Section 11.7 Entire Agreement; Amendment; No Waiver. This Agreement, together with the Confidentiality Agreement and the other documents expressly referred to herein, constitutes the entire agreement among the Parties respecting the sale and purchase of the Purchased Assets and the Transactions and supersedes all prior offers, negotiations, and understandings, whether oral or written, among the Parties and may only be modified by a writing executed by the Parties. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties. The failure of either Party to insist on the performance of any term, condition, covenant or restriction of this Agreement shall not be construed as a waiver or relinquishment of any rights or remedies hereunder or for the future performance of any such term, condition, covenant or restriction and the obligations of the other Party with respect thereto shall continue in full force and effect. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default. No waiver shall be binding upon any Party unless set forth in writing signed by or on behalf of such Party.

Section 11.8 Expenses. Whether or not any Closings take place, each Party hereto will pay all costs and expenses incurred by such Party in connection with the negotiation and preparation of this Agreement and the other Transaction Agreements, such Party's performance and compliance with all agreements and conditions contained herein or in the other Transaction Agreements, or the consummation of the Transactions, including in each case the fees, expenses and disbursements of its Advisors; provided that each Party shall be responsible for any costs directly ascribed to such Party in this Agreement, including:

(a) Buyer and Seller will share equally in the costs and expenses of the patient notification mailing service invoiced by the Third Party Distributor (in accordance with Section 5.9) (with the portion of each of the foregoing for which Seller is responsible being paid through a corresponding reduction of the Purchase Price payable by Buyer, to the extent elected by RAD);

(b) Buyer and Seller will share equally in the costs and expenses of the records service invoiced by the Data Converter in accordance with Section 5.4 (with the portion of each of the foregoing for which Seller is responsible being paid through a corresponding reduction of the Purchase Price payable by Buyer, to the extent elected by RAD); and

(c) Buyer and Seller will share equally in all transfer, documentary, sales, use, value added, goods and services, stamp, registration

and similar Taxes, and all conveyance fees and recording charges (including any penalties and interest thereon), arising in connection with or as a result of the Transactions, as applicable ("Transfer Taxes").

Section 11.9 Counterparts; Signatures. This Agreement and any other agreements referred to herein may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Signatures transmitted by facsimile, .pdf, or other electronic transmission shall be treated as an original and shall be sufficient and binding upon the Parties hereto.

Section 11.10 Arms-Length Transaction. Each of Buyer and Seller hereby acknowledges and agrees that: (i) it is not the purpose of this Agreement or any of the Transactions to exert influence in any way over the judgment of any Party with respect to the referral of patients or business, (ii) it is the intent of the Parties that any referrals that may be made by Seller to Buyer's business shall be based solely upon the professional judgment and discretion of the referring Party while acting in the best interests of the patient, and (iii) the consideration hereunder is consistent with fair market value in an arm's length transaction and no part of the purchase price or other amounts payable hereunder takes into consideration the volume or value, if any, of referrals or business generated between the Parties.

Section 11.11 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, may occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the Transactions. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 11.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right to specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Seller nor Buyer would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 11.11 will not be required to provide any bond or other security in connection with any such Order. The remedies available to the Parties pursuant to this Section 11.11 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages.

Section 11.12 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, including all matters of construction, validity, performance and enforcement, without regard to its Laws regarding conflicts of Law.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY AGREEMENT DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY AGREEMENT DISPUTE. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH AGREEMENT DISPUTE WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY AGREEMENT DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.12.

Section 11.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action of any kind whatsoever, including a counterclaim, cross-claim, or defense, regardless of the legal theory under which any liability or obligation may be sought to be imposed, whether sounding in contract or in tort or under statute, or whether at law or in equity, or otherwise under any legal or equitable theory, that may be based upon, arising out of, or related to this Agreement or the negotiation, execution, or performance of this Agreement or the Transactions and any questions concerning the construction, interpretation, validity and enforceability of this Agreement (each, an “Agreement Dispute”) brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) if the Bankruptcy Court is unwilling or unable to hear such Action, in the Court of Chancery of the State of Delaware (or if such court lacks jurisdiction, any other state or federal court sitting in the State of Delaware) (the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any Agreement Dispute. Each of the Parties agrees not to commence any Agreement Dispute except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any Order rendered by any Chosen Courts, and no Party will file a motion to dismiss any Agreement Dispute filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of any Agreement Dispute. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 11.3. Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

Section 11.14 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Law, but in case any one

or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability and only in such jurisdiction, without invalidating the remainder of such provision or provisions or any other provisions hereof or in any other jurisdiction. If, for any reason, any provision set forth herein is held by a court of competent jurisdiction to cover an area or a length of time which is unreasonable or in any other way is construed to be too broad or to any extent invalid, such provision shall not be determined null, void, and of no effect, but shall be reformed so as to be valid and enforceable under applicable Law.

Section 11.15 Acknowledgement Regarding Representation; Construction. Each of Buyer and Seller acknowledge that: (a) it has consulted with or has had an opportunity to consult with independent counsel of its choice concerning this Agreement and the Transactions; and (b) it has read and understood this Agreement, is fully aware of its legal effect, and has entered into it freely based on its own judgment. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person.

Section 11.16 Exhibits and Schedules. The Exhibits hereto and the Schedules are incorporated and made a part hereof and are an integral part hereof. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement. Any item set forth in any section of the Schedules shall apply to and qualify another section if such item's relevance to such other section is reasonably apparent on its face. Capitalized terms used in the Exhibits and the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the Schedules is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the Parties' representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement, or item. The information contained in the Schedules is disclosed solely for purposes of this Agreement, and no information contained therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of contract.

Section 11.17 No Right of Set-Off. Buyer, on its own behalf and on behalf the Buyer Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off or similar rights that Buyer, any member of the Buyer Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Buyer pursuant to this Agreement or any other document or instrument delivered by Buyer in connection herewith.

Section 11.18 Bulk Sales Laws. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Encumbrances in the Purchased Assets including any Encumbrances or claims arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the Transactions.

Section 11.19 Seller’s Representative. Each Party agrees that RAD has the power and authority to unilaterally act on behalf of all or any Seller for the purposes specified under this Agreement. Such power will include the power to make all decisions, actions, Consents and determinations on behalf of all or any Seller, including to make any waiver of any Closing condition or agree to any amendment to this Agreement. No Seller shall have any right to object, dissent, protest or otherwise contest the same. Buyer shall be entitled to rely on any action or omission taken by RAD on behalf of all or any Seller.

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EXHIBIT A

DEFINITIONS

“Advisors” means, with respect to any Person as of any relevant time, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management, affairs and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, whereby any Person or group of Persons (other than Seller and its Affiliates or Buyer and its Affiliates) acquires (i) beneficial ownership of a majority of the equity interests of Seller or (ii) a material portion of the Purchased Assets for which a Closing has not occurred, in each case whether by merger, sale of assets or equity, recapitalization, plan of reorganization or otherwise. Notwithstanding the foregoing, neither a liquidation or wind-down of Seller’s estates nor a reorganization of Seller that permits the Transactions to be consummated in accordance with the terms hereof shall be an Alternative Transaction.

“Assumed Taxes” means, without duplication: (i) all liabilities for Taxes with respect to the Purchased Assets for any taxable period (or portion thereof) beginning after the Closing Date for such Purchased Assets and (ii) all liabilities for Transfer Taxes for which Buyer is responsible pursuant to Section 11.8(c).

“Auction” shall have the meaning ascribed to such term in the Bidding Procedures Order.

“Bidding Procedures Order” means the *Order (I) Approving the Auction and Bidding Procedures, (II) Scheduling Certain Dates and Deadlines With Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, (VI) Authorizing (A) the Sale Of Assets and (B) Shortened Notice With Respect Thereto, and (VII) Granting Related Relief* Docket No. 142.

“Business Day” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

“Buyer Group” means Buyer (including any Designated Buyer), any Affiliate of Buyer, and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

“Clean Team Agreement” means that certain Clean Team Confidentiality Agreement, dated as of April 3, 2025 by and between Rite Aid Corporation and Walgreens Boots Alliance, Inc.

“Confidentiality Agreement” means that certain Confidentiality Agreement, dated as of October 26, 2023, by and between Rite Aid Corporation and Walgreens Boots Alliance, Inc., as amended by that certain Amendment to Confidentiality Agreement, dated as of March 27, 2025.

“Consent” means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

“Encumbrance” means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, assignment, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Orders, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title, right of first refusal or restrictions on transfer or use.

“Excluded Tax Returns” means income Tax returns (or any portion of any income Tax return) and other books and records related to (i) Taxes that are not related primarily to any Purchased Asset or (ii) any consolidated, combined, affiliated or unitary group for Tax purposes that includes any of Seller or Buyer or any of their Affiliates.

“Excluded Taxes” means, without duplication: (i) any Taxes of Seller (or any direct or indirect equityholder in or Affiliate of Seller) of any kind or description (including any liability for Taxes of Seller (or any direct or indirect equityholder in or Affiliate of Seller) that becomes a liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law), (ii) all liabilities for Taxes with respect to the Purchased Assets for any taxable period (or portion thereof) on or before the Closing Date for such Purchased Assets, and (iii) all liabilities for Transfer Taxes for which Seller is responsible pursuant to Section 11.8(c).

“Fraud” means an act committed by (a) Seller, in the making to Buyer of the representations and warranties in Section 8.1 or (b) Buyer, in the making to the Seller of the representations and warranties in Section 8.2, in any such case, with intent to deceive another Party or to induce such other Party to enter into this Agreement and requires (i) a false representation of material fact made in such representation; (ii) with knowledge that such representation is false; (iii) with an intention to induce the Party to whom such representation is made to act or refrain from acting in reliance upon it; (iv) causing that Party, in justifiable reliance upon such false representation, to take or refrain from taking action; and (v) causing such Party to suffer damage by reason of such reliance, which together constitutes common law fraud under the Laws of the State of Delaware (and does not include any fraud claim based on constructive knowledge, negligent misrepresentation, recklessness or a similar theory).

“Governmental Body” means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator of applicable jurisdiction.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Information Security Program” means a written information security program that complies with Privacy and Security Requirements, that when appropriately implemented and maintained would constitute reasonable security procedures and practices appropriate to the nature of Personal Data, and that is at least as stringent as one or more relevant industry standards and that includes: (i) written policies and procedures regarding Personal Data, and the processing thereof; (ii) administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of any Personal Data owned, controlled, maintained, held, or processed by the Seller or its data processors; (iii) disaster recovery, business continuity, incident response, and security plans, procedures and facilities; and (iv) protections against security incidents, malicious code, and against loss, misuse or unauthorized access to and processing of Personal Data, IT Systems and the systems of any data processor.

“IT Systems” mean the hardware, software, firmware, middleware, equipment, electronics, platforms, servers, workstations, routers, hubs, switches, interfaces, data, databases, data communication lines, network and telecommunications equipment, websites and Internet-related information technology infrastructure, wide area network and other data communications or information technology equipment, owned or leased by or licensed to Seller and used to process Personal Data in the conduct of the business of the Seller.

“Laws” means any state or federal laws, Healthcare Laws, statutes, ordinances, codes, rules or regulations.

“Material Adverse Effect” means any matter, event, change, development, occurrence, circumstance or effect (each, an “Effect”) that has or would reasonably be expected to have a material adverse effect on (x) the Purchased Assets and Assumed Liabilities, taken as a whole, or (y) the ability of Seller to perform its obligations under this Agreement or to consummate the Transactions; provided that, with respect to clause (x) of this definition, none of the following (or consequences thereof), either alone or in combination, shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (A) any Effect in, arising from or relating to general business or economic conditions affecting the industry in which Seller operates; (B) Effects in, arising from or relating to national or international political or social conditions, including riots, protests, the engagement by the United States or other countries in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist (whether or not state-sponsored) attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States; (C) Effects in, arising from or relating to any fire, flood, hurricane, earthquake, tornado, windstorm, other calamity or act of God, global or national health concern, epidemic, pandemic (whether or not declared as such by any Governmental Body), viral outbreak (including “Coronavirus” or “COVID-19” or the worsening thereof) or any quarantine related thereto; (D) Effects in, arising from or relating to the decline or rise in price of any currency or any equipment or supplies necessary to or used in the provision of services by Seller or its Subsidiaries; (E) Effects in, arising from, or relating to general financial, banking, or securities markets (including any disruption of the foregoing markets); (F) Effects in, arising from or relating to changes in GAAP or the interpretation thereof; (G) Effects in, arising from or relating to changes in Laws or other binding directives or determinations issued or made by any Governmental Body; (H) Effects in, arising from or relating to (1) the taking of any action required by this Agreement

or at the express request of Buyer or its Affiliates, (2) the failure to take any action if such action is prohibited by this Agreement or (3) the announcement or pendency of this Agreement or the Transactions, the identity, nature, or ownership of Buyer or Buyer's plans with respect to the Purchased Assets, including the impact thereof on the relationships, contractual or otherwise, of the business of Seller or its Affiliates with employees, customers, lessors, suppliers, vendors, or other commercial partners or litigation arising from or relating to this Agreement or the Transactions; (I) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Buyer or its Affiliates or representatives) and any other failure to win customers or business, except that the underlying cause of such failure may be taken into account; (J) the Effect of any action taken by Buyer or its Affiliates with respect to the Transactions or the financing thereof or any breach by Buyer of this Agreement; or (K) (1) the commencement or pendency of the Bankruptcy Cases; or (2) any objections in the Bankruptcy Court to (x) this Agreement or any of the Transactions, (y) the Sale Order or the reorganization or liquidation of any Seller or their Affiliates, or (z) any Order of the Bankruptcy Court or any actions or omissions of any Seller or their Affiliates in compliance therewith; except that with respect to any of the foregoing clauses (A) through (G), if an Effect has or would be reasonably expected to have a materially disproportionate adverse effect on Seller (taken as a whole) relative to similarly situated participants in the industries and geographic areas in which Seller operates, then such Effect may be taken into account in determining whether there is a Material Adverse Effect only to the extent of such materially disproportionate adverse effect.

"Order" means any order, injunction, judgment, decree, ruling, writ, decisions or arbitration award of a Governmental Body of competent jurisdiction, including any order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Sale Order).

"Ordinary Course" means consistent with the ordinary and usual course of operations of the business of Seller.

"Outside Date" means the date that is [REDACTED] following the date hereof.

"Person" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, labor union, organization, estate, Governmental Body or other entity or group.

"Personal Data" means information relating to or reasonably capable of being associated with an identified or identifiable person, device, or household, including: (a) a natural person's name, street address or specific geolocation information, date of birth, telephone number, email address, online contact information, photograph, biometric data, Social Security number, driver's license number, passport number, tax identification number, any government-issued identification number, financial account number, credit card number, any information that would permit access to a financial account, a user name and password that would permit access to an online account, health information, insurance account information, any persistent identifier such as customer number held in a cookie, an Internet Protocol address, a processor or device serial number, or a unique device identifier; or (b) "personal data," "personal information," "protected health information," "nonpublic personal information," or other similar terms as defined by Privacy and Security Requirements.

“Privacy and Security Requirements” means all applicable federal, provincial, local, state and international Laws relating to (i) the privacy, collection, use, access, processing, protection, security, deletion or disclosure of Personal Information, including, to the extent applicable, (a) the EU General Data Protection Regulation, (b) the HIPAA privacy standard requiring accounting of certain disclosures of Protected Health Information, as that term is defined at 45 C.F.R. Section 160.103, (c) data security and data privacy Laws; (ii) cybersecurity (including secure software development); or (iii) artificial intelligence, automated decision making, or machine learning technologies.

“Privacy Policies” means any (a) internal or external past or present data protection, data usage, privacy and security policies of the Seller, (b) public statements, representations, obligations, promises, commitments relating to privacy, security, or the processing of Personal Data, and (c) policies and obligations applicable to the Seller as a result of any certification relating to privacy, security, or the processing of Personal Data.

“Sale Order” means the sale Order or Orders (i) approving this Agreement and the terms and conditions hereof, including pursuant to sections 105 and 363 of the Bankruptcy Code, (ii) approving and authorizing Seller to consummate the Transactions, and (iii) containing the provisions set forth in Section 7.2, in a form and substance to be reasonably acceptable to the Parties.

“Seller Parties” means each Seller and its former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, Advisors, successors or permitted assigns.

“Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

“Tax” or “Taxes” means any federal, state, local, foreign or other income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, alternative minimum or estimated tax, including any interest, penalty or addition thereto.

“Transaction Agreements” means this Agreement and any other agreements, instruments or documents entered into pursuant to this Agreement.

“Transactions” means the transactions contemplated by this Agreement and the other Transaction Agreements.

Exhibit 7

Asset Purchase Agreement

THIS ASSET PURCHASE AGREEMENT ("**Agreement**") is entered into and effective as of May 15, 2025, between **THRIFTY PAYLESS, INC.**, a California corporation, and **ECKERD CORPORATION**, a Delaware corporation, and the subsidiaries of **NEW RITE AID, LLC**, a Delaware limited liability company, that are indicated on the signature pages attached hereto (collectively, "**Seller**") and **ALBERTSON'S LLC**, a Delaware limited liability company ("**Buyer**"). Buyer and Seller may be collectively referred to herein as the "**Parties**," and individually as a "**Party**," as the circumstances require.

RECITALS

WHEREAS, the licensed pharmacy identified by store number as listed in Exhibit D attached hereto is owned and operated by Seller;

WHEREAS, on May 5, 2025, Seller, together with certain of Seller's parent companies, subsidiaries and affiliates, commenced voluntary cases (the "Bankruptcy Cases") under 11 U.S.C. §§ 101–1532 in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"); and

WHEREAS, as set forth on Exhibit D, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Sale of Assets.** Seller agrees to sell, and Buyer agrees to purchase the "**Assets**" (defined below) owned by Seller in connection with Seller's retail drug store and pharmacy businesses located at the location shown on Exhibit D (the "**Pharmacy**"), pursuant to the terms hereof. "**Assets**" shall collectively refer to all of the following:

A. All prescription records, customer records, lists and profiles, and all other written or recorded information in any form relating to the operation of the Pharmacy for no less than the three (3) year period (or such time period mandated by State and Federal laws) immediately preceding the Transfer Date (defined below) including, without limitation, prescription hard copies of all patient profiles and computer backup data (collectively, "**Records**"). Seller warrants that the Records shall contain, at a minimum, all of the information included in **Exhibit "A"** attached hereto and incorporated herein by reference, and Seller further warrants that the information contained in the Records is complete, accurate and current.

1.02 **Excluded Assets.** All assets of the Seller not included in the Assets, including (i) cash,

cash deposits and accounts receivable related to periods ending prior to the Transfer Date; (ii) store and trade fixtures, furniture and equipment; (iii) licenses, permits, contracts and understandings of the Seller related to the Pharmacy; (iv) employee benefit plans, programs or arrangements and all contracts of insurance; (v) computer software programs and systems and any web sites; (vi) any corporate minute books and the corporate seal of the Seller; (vii) Seller's liabilities or debts; (viii) prescription drug inventory and (ix) non-prescription drug inventory.

2. **Inspection.** Seller shall, prior to the Transfer Date (at such date and time as Buyer elects, provided it is during normal Pharmacy business hours), give Buyer reasonable access to the Records and allow Buyer to examine the Assets.

3. **Transfer of Assets.**

A. The Parties agree that the Seller will engage Two Point (the "**Data Converter**") to convert the Seller's prescription file and Record data (the "**Record Data**") to a format specified by Buyer. Seller agrees to provide such access, information and cooperation to the Data Converter as may be required to enable the Data Converter to deliver the Record Data to Buyer at least seven (7) business days prior to the Transfer Date. In the event that the Record Data is not or cannot be delivered to Buyer as of such date, Buyer, at Buyer's sole discretion, may either (i) delay the Transfer Date until the Record Data is delivered to Buyer, or (ii) terminate this Agreement.

B. **Transfer of Possession.** Seller shall deliver possession of the electronic Records to Buyer at a time mutually agreed upon by the Parties on the Transfer Date shown on Exhibit D ("**Transfer Date**"). Seller shall deliver possession of the hard copy Records to Buyer on the Transfer Date. Risk of loss shall transfer to Buyer at the time Buyer takes possession of the Assets. Concurrently with the transfer of the Assets to Buyer, Seller shall deliver to Buyer a duly executed and acknowledged Bill of Sale in substantially the same form attached hereto as **Exhibit "B"** and incorporated herein by reference ("**Bill of Sale**"). Each Party shall also deliver to the other such additional documents as are required by law or the terms of this Agreement to complete the sale of the Assets to Buyer. Seller shall, upon request of Buyer, perform such further acts, assignments, transfers, and assurances as may be reasonably required to convey and transfer all of Seller's right and title in the Assets to Buyer. **Subject to the representations in Section 6 below, Buyer further agrees and acknowledges that Buyer shall accept the Assets "as is, where is." Seller makes no representation or warranty whatsoever (except as to title), either express or implied, with respect to the Assets or as to the condition thereof, or their merchantability or fitness for any particular purposes. In no event shall Seller be responsible for punitive, exemplary, incidental or consequential damages related to the Assets.**

C. **Request by Pharmacy Customers.** Buyer agrees in the event that, prior to the Transfer Date, Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer's prescription records to Buyer and/or any instruction from a Pharmacy customer to transfer said Pharmacy

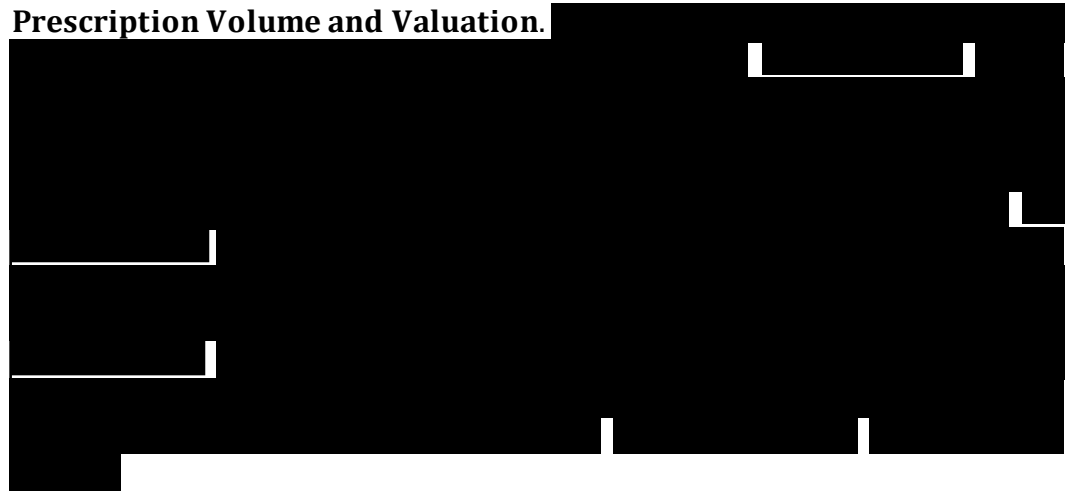
customer's prescription records to a pharmacy other than the location to which Buyer intends to transfer the Records, Seller shall be relieved of its obligation to transfer such Pharmacy customer's prescription records to Buyer except to the extent that such a transfer is required by law. Buyer further agrees that in the event a Pharmacy customer objects, after the Transfer Date, to the transfer of such Pharmacy customer's prescription records to Buyer, Buyer shall immediately transfer such Pharmacy customer's prescription records to the location designated by such Pharmacy customer and shall further purge said Pharmacy customer's prescription records from Buyer's files except to the extent Buyer is required by law to retain such Records. The provisions of this **Section 3(C)** shall survive the Transfer Date.

- D. Fire or Other Casualty.** If there is a fire or other casualty which results in damage to or destruction of any portion of the Assets prior to the Transfer Date, then Buyer may, in its sole election, (i) terminate this Agreement by written notice to Seller, or (ii) proceed to acquire the remaining portion of the Assets, in which event the Purchase Price shall be proportionately reduced to reflect the fair market value of the remaining Assets after the fire or other casualty.

4. Purchase Price.

- A.** Subject to **Section 4(B)** below, the Purchase Price for the Pharmacy shall be the amount shown on Exhibit D for the Records ("**Records Amount**"). Seller shall, on or before the Transfer Date, deliver to Buyer a form W-9 Request for Taxpayer Identification Number.

B. Prescription Volume and Valuation.



- 5. Payment of Purchase Price.** On the first (1st) business day immediately following the Transfer Date, Buyer shall wire the Records Amount to Seller by a wire transfer of immediately available funds. Seller's wiring instructions are attached hereto as **Exhibit "C"**.

6. Representations and Warranties.

- A. Liens.** Seller represents and warrants that it is the sole owner of the Assets and that the Assets shall, as of the Transfer Date, be free and clear of all "**Liens**" as herein defined. Seller further represents and warrants that all suppliers and creditors of the Assets shall be paid in the normal course of business. The term "**Liens**" shall collectively refer to all liens, claims, judgments, options, charges, rights of first refusal, security interests, mortgages, deeds of trust, licenses, leases, taxes (presently due or due at any time in the future related to the Assets and/or this transaction), assessments or other encumbrances (whether secured or unsecured) with respect to any item of the Assets or Pharmacy and includes, without limitation, any claim or charge of any creditor or supplier of the Assets.
- B.** Seller is the sole owner of the Assets, and the Assets shall be conveyed free and clear of any right, title or interest of any entity or person.
- C. Authority.** Seller and Buyer represent and warrant that each individual signing below for Seller and Buyer is duly authorized to sign on behalf of Seller's and Buyer's entity. The execution of and performance under this Agreement by Seller and Buyer has been duly authorized by all necessary corporate action and does not contravene any other obligations or restrictions to which Seller or Buyer or the Assets are bound.
- D. Parties Are in Good Standing.** Thrifty Payless, Inc. represents and warrants that it is a duly organized California corporation in good standing with the Secretary of the State of Idaho. Albertson's LLC represents and warrants that it is a duly organized Delaware limited liability company in good standing with the Secretary of the State of Idaho. Subject to the Seller Exception stated below, Buyer and Seller have full power and authority to enter into and perform this Agreement.
- i. Seller Exception: Buyer's power and authority representation and warranty is subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies.
- E. No Brokers.** Subject to the Seller Exception stated below, Buyer and Seller each represent and warrant to the other that all negotiations relative to this Agreement and the transactions contemplated herein have been carried on in such manner so as not to give rise to any valid claim against either Buyer or Seller for any brokerage, commission or finder's fees. In the event any action or inaction by either Buyer or Seller with respect to this transaction has given or shall hereafter give rise to any brokerage, commission or finder's fee, all such fees shall be paid solely and exclusively by the responsible Party and the other Party shall have no obligation or liability therefor. The provisions of this **Section 6(E)** shall survive Closing (defined below).
- i. Seller Exception: Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller

- F. HIPAA Compliance.** To the best of its knowledge and belief, Seller is currently in full compliance with the requirements of HIPAA. Without limiting the generality of the foregoing, Seller has implemented a HIPAA compliance program, including but not limited to employee training, provision of Privacy Notices to pharmacy customers, and adoption of privacy policies and security features. After the Transfer Date, Buyer shall use all reasonable efforts to make Seller's prescription data available for access to all eligible parties in accordance with HIPAA Privacy Standards and applicable state law. However, in no event shall Buyer assume any legal obligations of Seller under HIPAA including, but not limited to, the HIPAA Privacy Standard requiring accounting of certain disclosures of Patient's Protected Health Information made prior to the Transfer Date. All inquiries for accountings or other patient rights under HIPAA relating to disclosures made prior to the Transfer Date shall be forwarded to Seller or its appointed agent.
- G. Other Applicable Laws.** Buyer shall comply with all applicable laws and regulations that may relate to the maintenance and confidentiality of Records transferred hereunder. Seller (with the assistance of Buyer) shall notify the appropriate governmental agencies, including the State Board of Pharmacy and the regional DEA office, of the transfer described herein.
- 7. Conditions to Closing.** The "Closing" of the transaction is subject to all of the following conditions in favor of Buyer and, if any of the following conditions are not satisfied or waived in writing by Buyer as of the Transfer Date, in Buyer's sole and absolute discretion, Buyer may terminate this Agreement without any liability to Seller.
- A. Representations Are True.** Seller's representations are true at all times through the Transfer Date and Seller shall have performed all of its obligations under this Agreement through the Transfer Date.
- B. Bankruptcy Court Approval.** This Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under an order of the Bankruptcy Court (i) approving Sellers' entry into this Agreement and the terms and conditions hereof, including pursuant to section 363 of the Bankruptcy Code, and (ii) approving and authorizing Sellers to consummate the sales and transactions contemplated by this Agreement, with such sales and transactions to be free and clear of all liens, claims, and encumbrances (collectively, the "Sale Order") and the applicable Buyer is entitled to the rights and protections contained in the Sale Order. The Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in a manner not reasonably acceptable to the Parties.
- C. Records Successfully Converted.** The Records contained within Seller's computer system have been successfully converted to a CD-ROM or other similar application through Two Point Conversions, Inc., in a form that is acceptable to and usable by Buyer in conducting Buyer's business in its normal

course.

- D. Rx Customer Data Deactivated in Seller's System.** The Records contained within Seller's computer system will be deactivated and placed in "transfer mode" within Seller's mainframe. After the Transfer Date, such data will remain in Seller's possession but will be limited to those purposes set forth herein. Seller will provide written verification of the deactivation of the files and records within five (5) business days after the Transfer Date.
- E. Nefarious Activity Check.** Buyer shall have confirmed that there has been no Seller nefarious activity, such as deviation from pre-Asset Purchase Agreement hours of operation, placement of signage or other customer facing notification encouraging customers to fill prescriptions at Seller's nearest location (or any location other than Buyer's Store), or discontinuance of wholesaler orders to the Pharmacy.
- F. Sufficient Staffing.** Seller shall allow Buyer to outreach to associates shortly after signing this Agreement after acknowledging to Buyer that associates have been informed of the transaction. Buyer shall make all necessary accommodations to allow for Seller to interview and hire any associates from the Pharmacy and shall work in good faith to help support transitioning Seller's associates to Buyer.
- 8. Confidentiality.** From and after the date of this Agreement, Seller and Buyer shall keep the transaction contemplated hereby strictly confidential except as may be required by law. Seller shall keep all information about the Assets confidential both before and after the transfer thereof (except that Seller may release to an individual customer any records belonging to said customer upon the customer's request). Seller shall have absolutely no right to use any of the Records or information included in the Assets after the transfer thereof to Buyer, except as may be required by law or in connection with pending litigation, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (i) such information is used only for the limited purposes specified herein, and (ii) access to such information is at Buyer's Store at such times and under such supervision as Buyer deems appropriate. In addition to, and without limiting the foregoing, Seller agrees to coordinate with Buyer (and vice versa), in gathering audit information required and providing responses to desk audits within audit response timeframes for any Claims (defined below). In the event Seller receives an audit notification for Claims, Seller agrees to, within 48 hours of Seller's receipt, fax to Buyer at (208) 685-8559 or email to Buyer at pharmaudits@albertsons.com a copy of the notification, initial findings, or results. In the event Buyer receives an audit notification for Claims, Buyer agrees to, within 48 hours of Buyer's receipt, fax (or email) to Seller at (717) 731-3880 (or dshifflett@riteaid.com) a copy of the notification, initial findings, or results. The provisions of this **Section 8** shall survive Closing and shall be binding on each Party's legal representatives, successors and assigns. The Assets are being transferred to Buyer for Buyer's sole and exclusive use. Seller acknowledges that any information obtained by Buyer relating to Pharmacy customers is owned solely by Buyer and may not be sold or transferred to any other person or company by Seller.

Neither Buyer nor Seller shall issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Assets by Seller to Buyer without the prior written consent of the other Party.

9. **Normal Business Operations.** Seller shall, at all times prior to the Transfer Date, operate the Pharmacy business in the ordinary course, consistent with prior practice (including, without limitation, like pricing, hours, customer service, advertising and business standards) as Seller maintained prior to this Agreement. Prior to the Transfer Date, Seller shall not dispose of the Assets except by the ordinary course of business. Seller shall not, at any time before or after the Transfer Date, indirectly or directly discourage Seller's customers from patronizing Buyer's business.
10. **Taxes.** Seller agrees to be responsible and pay for any tax or similar charge or assessments on the sale or transfer of the Assets at Closing; provided, however, that Buyer and Seller hereby waive compliance with the provisions of any applicable bulk transfer laws. Seller shall forever indemnify and hold harmless Buyer against any and all expense, loss, damage or liability, including reasonable attorneys' fees and court costs, which Buyer may suffer as a result of claims asserted by third parties against Buyer due to any noncompliance by Seller and Buyer with applicable bulk transfer laws. Personal property taxes on the Assets shall be prorated between Buyer and Seller as of the Transfer Date. Seller shall pay any other taxes on the Assets prior to the Transfer Date.
11. **Like-Kind Exchange.** Buyer and the Seller acknowledge that Seller may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Code. Buyer agrees to reasonably cooperate with Seller to effect such an exchange; provided, however, that (i) the Buyer shall not be required to acquire or take title to any exchange property, (ii) Buyer shall not be required to incur any expense (excluding attorneys' fees) or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange, (iii) no substitution of Seller shall release Seller from any of its obligations, warranties or representations set forth in the Agreement or from liability for any prior or subsequent default under the Agreement by Seller, its successors or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor, (iv) Seller shall give Buyer at least ten business days prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow, (v) Seller shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "**Exchange Documents**") required by the exchange, at its sole cost and expense, and (vi) Seller shall be responsible for making all determinations as to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and Buyer shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of Buyer's performance of the acts required hereby.
12. **Signs; Telephone and Facsimile Numbers.** Seller shall transfer to Buyer the telephone and facsimile numbers of the Pharmacy on or before the Transfer Date.

Buyer shall be under no obligation to wire funds under **Section 5** hereof until Seller's telephone and facsimile lines have been transferred to Buyer. Seller shall pay all charges relating to yellow pages advertising for the Pharmacy and cancel the same at its sole expense. Seller agrees that Buyer may, beginning on the date that is one week prior to the Transfer Date, and ending thirty (30) days after the Transfer Date, post signs in the Pharmacy notifying customers that the Assets will be relocating to the Pharmacy, subject to landlord consent.

13. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from and against all liabilities, losses, claims, damages, expenses (including, without limitation, reasonable costs and attorney's fees, and reasonable costs and attorney's fees on appeal), judgments, proceedings, and causes of action of any kind (collectively "**Claims**") arising out of, resulting from, relating to or in any way connected with Seller's possession, ownership, sale, disposal and/or use of the Assets, and/or related to any liens on the Assets prior to the time at which such Assets, or any of them, are transferred to Buyer. Buyer shall indemnify, defend and hold Seller harmless from and against all Claims arising out of, resulting from or relating to Buyer's possession, ownership, sale, disposal, use of the Assets on or after the time at which such Assets, or any of them, are transferred to Buyer. The provisions of this **Section 13** shall survive Closing.

14. **Miscellaneous.**

- A. **Notices.** All notices given hereunder shall be in writing and shall be given by facsimile (original to be promptly delivered via U.S. Mail or express delivery service), personal delivery, U.S. Mail (return receipt requested), United States Express Mail (postage or delivery charge prepaid), or other established express delivery service (such as Federal Express or DHL), addressed to the appropriate Party as follows:

Buyer: Albertson's LLC
c/o Albertsons Companies, Inc.
250 Parkcenter Boulevard
Boise, ID 83706
Attn: Legal Department – Melissa Starry

Seller: c/o Rite Aid Corporation
200 Newberry Commons, Etters, PA 17319 (street address)
P.O. Box 3165, Harrisburg, PA 17105 (mailing address)
Attn: Secretary

All notices shall be deemed given upon receipt.

- B. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all other prior agreements, oral or written. This Agreement may not be modified or otherwise amended, unless in writing and duly authorized by Buyer and Seller.

- C. **Successors and Assigns.** All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and assigns.
- D. **Attorneys' Fees.** If either Party takes legal action to enforce the terms of this Agreement, the prevailing Party in such action shall recover its reasonable costs and attorneys' fees, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing Party will be the Party that is awarded judgment as a result of trial or arbitration, or the Party that receives a payment of money from the other Party in settlement of claims asserted.
- E. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- F. **Severability.** If any of the terms of this Agreement are held by any court of competent jurisdiction to be unenforceable, such provisions shall be severed from the Agreement and the remainder of the Agreement shall be given effect by the Parties as if such provision(s) never had been part of the Agreement.
- G. **Survival of Terms.** All of the provisions of this Agreement which impose continuing or new obligations or liabilities on Seller and/or Buyer after the Transfer Date shall survive the applicable date and the delivery of the Bill of Sale and the Assets to Buyer. Without limiting the foregoing, all representations, warranties, and indemnities shall all survive the Transfer Date and the delivery of the Bill of Sale and the Assets to Buyer.
- H. **Default.** In the event of any default by any Party to this Agreement, the non-defaulting Party may:
- i. Terminate this Agreement upon written notice to the defaulting Party, and recover from the defaulting Party all damages incurred by the non-defaulting Party;
 - ii. Seek specific performance of this Agreement and/or injunctive relief and, in addition, recover all damages incurred by the non-defaulting Party. The Parties intend that this Agreement may be specifically enforced;
 - iii. Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party; and
 - iv. Pursue all other remedies available at law, the Parties intending that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party. The allocation of the Purchase Price is not intended to serve as a measure of damages, and the Parties agree that the breach of any provision of this Agreement

may result in damages to the other Party in an amount in excess of any consideration paid for any particular asset.

Neither Party shall be deemed to be in default under this Agreement except upon the expiration of thirty (30) days (ten 10 days in the event of failure to pay money) from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such Party, prior to expiration of said thirty (30) days period (ten 10 in the event of failure to pay money), has remedied the particulars specified in said notice of default.

- I. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of which the Pharmacy is located.
- J. Venue.** Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.
- K. Counterparts.** This Agreement may be executed by facsimile copies in two or more counterparts and once so executed by the Parties hereto, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and e-mail signatures shall be deemed originals for purposes of enforcement.
- L. No Third-Party Beneficiaries.** It is the intention of the Parties that no individual or entity be construed or considered to be an intended or implied third-party beneficiary under this Agreement.
- M. Time of the Essence.** All times provided for in this Agreement for the performance of any act will be strictly construed, time being of the essence.
- N. Incorporation of Exhibits.** All exhibits are incorporated into this Agreement as if set forth in full herein.
- O. Waiver.** No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.
- P. No Damages Against Seller.** In no event shall Seller be responsible for punitive, exemplary, incidental or consequential damages, and Buyer agrees, regardless of cause, not to assert any claim whatsoever against Seller for such damages.

15. **Marketing to Pharmacy's Customers.** For a period of [REDACTED] from and after the date of this Agreement, Seller shall not (directly or indirectly):

- A. Advertise, encourage or solicit the transfer by customers of the Pharmacy of their records and/or prescriptions to any stores/pharmacies operated by Seller or its affiliates companies in the same trade area as the Pharmacy, provided that such entity is an affiliate as of the date of this Agreement and further provided that such entity has independent records of customers of the Pharmacy not derived in any manner from the Records being transferred hereunder or from any other information or data provided by Seller with respect to such customers. Notwithstanding the foregoing, general advertising that does not mention the Pharmacy by name or location is permitted and may be used by Seller.
- B. Send letters or other communications in any form to the customers of the Pharmacy. In no event shall Seller send letters, any form of incentives or other communications to the Pharmacy's customers to solicit or encourage the relocation of such customers' prescription information or files to another store or pharmacy operated by Seller in the same trade area as the Pharmacy.
- C. Advertise or communicate publicly the fact that a pharmacist previously working in the Pharmacy has transferred to another pharmacy operated by Seller in the same trade area as the Pharmacy.

From the date of this Agreement until the date of Closing, Seller will encourage the transfer of the records of the Pharmacy's customer to the Buyer's Store, except as otherwise provided in **Section 3(C)** of this Agreement.

16. **Employment.** Seller will permit Buyer to interview and discuss employment opportunities with Seller's employees at the Pharmacy [REDACTED].

Exhibit 8

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Genovese Drug Stores, Inc. (“Seller” and collectively, “Sellers”), and 33 RX INC. (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets**. The applicable Seller agrees to sell to the applicable Buyer, and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription records, patient records, lists and profiles of the applicable Pharmacy in each case, in the applicable Seller’s possession and readily available for no less than the 3-year period (or such time period mandated by state and federal laws) immediately preceding the respective Closing Date (as defined below), including, prescription hard copies of all patient profiles and electronic patient information related to the prescriptions (collectively, “Records”). The applicable Seller warrants to the applicable Buyer that the applicable Records shall contain, at a minimum, all of the information included in Schedule B and incorporated herein by reference;

(b) i) all items in stock of prescription pharmaceutical inventory of the Pharmacies pursuant to the terms hereof (the “Purchased Pharmacy Inventory”), and (ii) all accompanying transaction history, transaction information, and transaction statements (the “3T Documentation”) as required pursuant to the Drug Supply Chain Security Act (the “DSCS Act”);

(c) to the extent in hard copy format, originals of any and all controlled substance invoices, used DEA 222 forms (blue copies for orders placed or executed originals for received single-page forms, as applicable, with each statement attached), and, to the extent dated within the 2 years prior to the applicable Closing Date, annual controlled substance inventory logs

(collectively, the “DEA Documentation”); provided, for the avoidance of doubt, that, to the extent such materials (i) are in electronic format, (ii) consist of unused DEA 222 forms or blue copies for unaccepted or defective forms, or (iii) are records of controlled substances disposed of, such materials shall be deemed as Excluded Assets and the applicable Seller shall retain such materials; and

(d) such other books and records related to the Pharmacies, if any, in each case, solely to the extent in the applicable Seller’s possession and readily available, and that the Parties may agree should be transferred to the applicable Buyer in order to convey ownership of the Purchased Pharmacy Inventory to the applicable Buyer or to otherwise effectuate the intention of this Agreement.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the “Excluded Assets”), including: (a) front-end store inventory and over-the-counter inventory, (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) store and trade fixtures, furniture and equipment; (d) licenses, permits, contracts and understandings of Sellers; (e) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (f) computer software programs and systems and any web sites; (g) any corporate minute books and the corporate seal of Sellers; and (h) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name “Rite Aid” and all derivatives thereof.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the “Excluded Liabilities”). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy’s operations and compliance prior to the respective Closing Date, including the HIPAA Rules’ privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, unemployment, income, property, sales or other taxes, or otherwise, it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the “Assumed Liabilities”).

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal

Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) Conduct of Business of Sellers. From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b).

5. Closing; Purchase Price.

(a) Closing. The consummation of the closing of the transactions contemplated hereby with respect to each Store (each, a “Closing”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in Section 15 (other than conditions that by their terms or nature are to be satisfied at each Closing), or such other date as mutually agreed by the Parties (each a “Closing Date”); provided, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in Schedule A with respect to the applicable Store.

(b) Closing Deliverables. On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as Schedule C (the “Bill of Sale”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; provided that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Seller shall deliver to the applicable Buyer complete copies of the applicable Seller’s 3T Documentation and DEA Documentation, as applicable, as required for the applicable Purchased Pharmacy Inventory;

(v) the applicable Seller shall deliver to the applicable Buyer, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price (as defined below)), signed by a representative of such Seller;

(vi) the applicable Buyer shall deliver to the applicable Seller, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price), signed by a representative of such Buyer; and

(vii) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized office of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. On the applicable Closing Date, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price"); and

(ii) the Inventory Purchase Price (as defined below), which Inventory Purchase Price shall be subject to the cap set forth on Schedule A (the "Inventory Purchase Price Cap"), and subject to Schedule E (including Annex I thereto) (the Inventory Purchase Price, together with the Final Records Purchase Price, the "Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule D and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. Certain Records Matters and Valuation.

(a) [REDACTED]

(b) [REDACTED]

(i)

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, the “Final Records Purchase Price”.

7. Certain Inventory Matters and Valuation.

(a) The Parties agree that the applicable Buyer will purchase, and the Purchased Assets will include, only those items of inventory that are determined to be Purchased Pharmacy Inventory according to the methods, standards and procedures set forth on Schedule E and that the applicable Buyer will not purchase any Excluded Inventory. Each Seller shall use its reasonable efforts to physically separate all applicable Excluded Inventory from the applicable Purchased Pharmacy Inventory prior to the applicable Closing Date or otherwise ensure that no Excluded Inventory is transferred to any Buyer.

(b) The Parties shall commission WIS International or another mutually acceptable inventory valuation firm (the “Inventory Service”) to conduct a full review and valuation of the Purchased Pharmacy Inventory at the Pharmacies on the day immediately prior to the respective Closing Date using the methods, standards and procedures set forth on Schedule E (such review at an individual Pharmacy, the “Inventory Review” and the amount determined pursuant to the Inventory Review at an individual Pharmacy, which shall automatically be reflected on Schedule A thereafter, the “Inventory Purchase Price”). The cost and expense of the Inventory Service for all purposes hereunder shall be borne solely by the applicable Buyer.

8. Records Transfer; Patient Notification.

(a) The Parties agree that the applicable Seller will engage Micro Merchant (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, to such Buyer (or such Buyer’s designee) at least 7 business days prior to the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 7th business day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such

Buyer. If the Record Data is transferred pursuant to this Section 8(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, then the applicable Buyer (and such Buyer's designee, if applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records, and will maintain the Records consistent with all applicable laws related to the retention, use, and access thereof.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor who shall be agreed to by the Parties (the "Third-Party Distributor"), notify each customer of the respective Pharmacies, who has had a prescription filled or refilled at such Pharmacy within the 18-month period prior to the applicable Closing Date, by mailing each of them a letter under such Buyer's signature. The applicable Seller agrees that in no event shall such Seller send letters, any form of incentives or other communications to the respective Pharmacies' customers to solicit or encourage the relocation of such customers' prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers' request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer's prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer's prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer's prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer's prescription records to the applicable Buyer, such Buyer shall immediately transfer such Pharmacy customer's prescription records to the location designated by such Pharmacy customer and shall further purge said Pharmacy customer's prescription records from such Buyer's files except to the extent such Buyer is required by law to retain such Records. The provisions of this Section 8(c) shall survive the applicable Closing Date.

9. Communications.

(a) The Parties agree that no Party shall produce (i) any press releases or other advertising or (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below).

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer in order to comply with federal and state law, including applicable state pharmacy board requirements.

10. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the “HITECH Act”) and the federal regulations (“HIPAA Rules”) published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, “Protected Health Information” shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers’ obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration (“DEA”) and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date, and shall comply with the foregoing laws and regulations to the extent they relate to the transfer of the Purchased Pharmacy Inventory. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 10 shall survive the applicable Closing Date.

11. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding (“RCF”) for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer’s pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller’s service provider’s limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer’s pharmacy as listed in Schedule A, and such message shall continue until

such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies.

(c) Non-Competition. Each Seller, on behalf of itself and its respective parents, subsidiaries and affiliates, provided that any such entity is a parent, subsidiary, or affiliate, as applicable, as of the date of this Agreement, agree not to operate, or permit the operation of, a pharmacy or drug store in any Store after the applicable Closing Date. At the close of business on the day immediately prior to the applicable Closing Date, each Seller shall permanently cease retail pharmacy operations at the respective Pharmacy. The Parties hereby agree that the applicable Seller's covenants herein were a material inducement to the applicable Buyer's entering into this Agreement and that a breach of the provisions of this Section 11(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 11(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 11(c) shall survive the applicable Closing Date.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 11(d).

(e) DSCS Act. The applicable Seller agrees to provide the applicable Buyer with all readily available product tracing information and other information required by the DSCS Act for the Purchased Pharmacy Inventory, including the 3T Documentation. The applicable Seller shall reasonably cooperate and assist the applicable Buyer, in such Buyer's efforts to effect a transfer of such 3T Documentation on the applicable Closing Date. Such cooperation may include the applicable Seller taking such acts as may be reasonably necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any such 3T Documentation on behalf of such Seller, as may be reasonably necessary to facilitate the transfer of all such 3T Documentation to the applicable Buyer.

12. **Seller's Representations and Warranties**. Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business;

(b) subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies;

(c) such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement;

(d) at all times prior to the execution of this Agreement and up to the applicable Closing Date, such Seller has maintained the applicable Purchased Assets and such Seller has operated in compliance with all applicable state and federal laws, rules and regulations;

(e) such Seller has not made an assignment of the applicable Purchased Assets for the benefit of creditors;

(f) such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order;

(g) to such Seller's actual knowledge, the Purchased Assets have been maintained and such Seller has operated in compliance with all applicable laws, rules, and regulations. The prescriptions filled at each Pharmacy have arisen from bona fide, legal transactions and the information included in the Records is accurate in all material respects;

(h) the applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any claim against such Buyer;

(i) this Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under an order of the Bankruptcy Court (i) approving Sellers' entry into this Agreement and the terms and conditions thereof, including pursuant to section 363 of the Bankruptcy Code, and (ii) approving and authorizing Sellers to consummate the sales and transactions contemplated by this Agreement, with such sales to be free and clear of all liens, claims, and encumbrances (collectively, the "Sale Order") and the applicable Buyer is entitled to the rights and protections contained in the Sale Order; and

(j) except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

13. **Buyer's Representations and Warranties**. Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of the each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

14. **Certain Regulatory Matters**.

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and any U.S. state laws, rules and regulations requiring that a governmental body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby ("State Transaction Notification Laws") at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule F, if required, as promptly as practicable, and in any event no later than [REDACTED] following the date hereof. Subject to the other terms of this Section 14, each Party shall (and shall cause their respective affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as applicable

resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 14 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer's written request to the applicable Seller, the Parties shall promptly submit an appropriate response to, and to certify substantial compliance with (if applicable), such request as promptly as practicable following the date of such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 14, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 14, each Party may (1) designate such material as restricted to "outside counsel only" and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Purchased Assets.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

15. **Conditions Precedent.**

(a) **Parties' Conditions.** It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any governmental body to delay consummation of any of the transactions contemplated hereby) shall have expired or been terminated and the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule F) with respect to the applicable Store shall have been satisfied;

(ii) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in a manner not reasonably acceptable to the Parties; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) **Buyer's Conditions.** It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) transfer of the applicable Seller's Record Data to the respective Buyer, as contemplated in Section 8, shall be complete.

(c) **Seller's Conditions.** It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations and warranties of such Buyer contained in Section 13 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 15 to be satisfied if such failure was caused by such party's breach of this Agreement.

16. Indemnification and Related Matters.

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; and (iv) claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement. For the avoidance of doubt, in no event will Sellers (as a group) be required to indemnify, save or hold harmless the Buyers (as a group) on more than one occasion for the same claim.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 12 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

17. Confidentiality. Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law or in connection with pending litigation, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 17 shall survive Closing and shall be binding on the Partys' legal representatives, successors and assigns.

18. **Fiduciary Obligations.**

(a) Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

(b) Without limiting the generality of Section 18(a), any applicable portion of this Agreement may be terminated at any time prior to the respective Closing (which termination, for the avoidance of doubt, shall have no effect on any Closings in respect of any Purchased Assets which shall have occurred prior thereto), by written notice from the applicable Seller to the applicable Buyer, if the applicable Seller, or the board of directors (or similar governing body) of such Seller, determines that proceeding with the transactions contemplated hereby, or failing to terminate the applicable portion of this Agreement, would be inconsistent with its or such person's or body's fiduciary duties.

19. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed, if:

to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas New York, NY 10019-6064
Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com; chopkins@paulweiss.com

to Buyers:

33 RX INC.
Family Care Pharmacy
33 Walt Whitman Rd ste 100
Huntington Station, NY 11746

(with copies, which shall not constitute notice, to):

Barclay Damon
80 State Street

Albany, NY 12207

20. **Miscellaneous.**

(a) **Risk of Loss.** The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement.

(b) **Assignment; Successors and Assigns.** The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) **Schedules and Exhibits; Entire Agreement.** All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) **Amendment; Waiver.** This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) **Headings; Construction.** The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to "\$" and dollars will be deemed to refer to United States currency, (iv) whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word "or" is not exclusive, (vi) the word "will" will be construed to have the same meaning and effect as the word "shall", (vii) the words "shall," "will," and "agree(s)" are mandatory, and the word "may" is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation

of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Employment of Pharmacy Employees. The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works. Buyer shall use commercially reasonable efforts to hire the applicable Seller's employees at Stores located in California.

(m) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and pdf signatures shall be deemed originals for purposes of enforcement.

(n) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(o) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(p) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(q) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 9

Asset Purchase Agreement

THIS ASSET PURCHASE AGREEMENT (“**Agreement**”) is entered into effective as of May 15, 2025, by and between **Giant Eagle, Inc.**, a Pennsylvania corporation (the “**Buyer**”) and Eckerd Corporation (each a “**Seller**”, collectively “**Sellers**”). Buyer and Sellers may be collectively referred to herein as the “**Parties**,” and individually as a “**Party**,” as the circumstances require.

1. **Sale of Assets.** Each Seller agrees to sell and Buyer agrees to purchase the “**Purchased Assets**” (defined below) owned by such Seller in connection with such Seller’s retail drug store and pharmacy business located at the address set forth on Schedule 1 (the “**Pharmacy**”), pursuant to the terms hereof. “**Purchased Assets**” shall collectively refer to all of the following:

- A. All files, prescription records, customer records, lists and profiles, pharmacy records, patient profiles, physician files, documents, instruments, papers, books, computer files and records of prescriptions filled by the Pharmacy, and all other records of each Seller for the three (3) years (or such time period mandated by State and Federal laws) immediately preceding the Closing (defined below) in any media relating to the patients, doctors, pharmaceuticals, controlled substances or prescriptions therefor administered or filled by the Pharmacy, which shall include a list of the top five (5) prescribers for each Highly Diverted Controlled Substances (“**HDCS**”) and top ten (10) prescribers for all HDCS, number of prescriptions and dosages, number of pills per prescription, prescriber name, DEA number, and address, and prescriber specialty (collectively, the “**Records**”), which will allow Buyer to derive Protected Health Information (“**PHI**”), as that term is defined in the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191, and its implementing rules and regulations (collectively, “**HIPAA**”); for purposes of this Agreement “**Highly Diverted Controlled Substances**” shall mean: (i) oxycodone, (ii) hydrocodone, (iii) hydromorphone, (iv) tramadol, (v) oxymorphone, (vi) morphine, (vii) methadone, (viii) carisoprodol, (ix) alprazolam, and (x) fentanyl. Each Seller warrants that the Records shall contain, at a minimum, all of the information included in **Exhibit “A”** attached hereto and incorporated herein by reference, and each Seller further warrants that the information contained in the Records is complete, accurate and current. The Records shall be transferred to Buyer exclusively, shall not be shared with any third parties (other than as contemplated by this Agreement), and shall not be diminished or removed from the Pharmacy between the date of execution of this Agreement and the Transfer Date (as defined below).
- B. All telephone and facsimile numbers used in connection with the Pharmacy as listed on **Schedule 1** (the “**Telephone and Fax Numbers**”) pursuant to the provisions in Section 14.
- C. **Excluded Assets.** Notwithstanding the foregoing, the following assets of each Seller (the “**Excluded Assets**”) will be retained by each such Seller and are specifically excluded from the Purchased Assets: inventory and supplies, cash and

cash equivalents in bank accounts and cash registers, accounts receivable in any form, and intangible rights. Buyer does not assume any of any Seller's liabilities or debts whatsoever. Without limiting the generality of the foregoing, in no event shall Buyer assume (a) any type of successor liability with respect to any law relating to the licensure or regulation of health care providers, suppliers, professionals, facilities, pharmacies, or payors, including state pharmacy laws and any other requirements of federal and state law relating to the provision of, and litigation or any other claim or dispute arising from, opioid treatment services and pharmacy or physician services, including the Federal Controlled Substance Act, 21 U.S.C. § 801 et seq., (b) any obligations of any Seller under HIPAA or other applicable laws or regulations, including the HIPAA privacy standard requiring accounting of certain disclosures of PHI made by any Seller prior to the Transfer Date, (c) any type of successor liability as to trade creditors, unemployment, income, property, sales or other taxes, or otherwise, or (d) any of any Seller's third party provider numbers or licenses, including, without limitation, any and all obligations and/or liabilities of any Seller, the Pharmacy or the Purchased Assets with respect to all such third party provider numbers and licenses, it being understood that all such liabilities are "**Excluded Liabilities**". The phrase "liabilities" shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Furthermore, Buyer shall have no liability for the continued employment or any compensation of employees of any Seller or the Pharmacy.

2. **Inspection/Transfer Date.** Each Seller shall, prior to the Transfer Date (at such date and time as Buyer elects, provided it is during normal Pharmacy business hours and following reasonable prior notice), give Buyer reasonable access to the Records and allow Buyer to examine the Purchased Assets. The transfer of the Purchased Assets shall occur on such date as mutually agreed between the applicable Seller and Buyer following the date of this Agreement (the "**Transfer Date**").
3. **Notice to Seller's Customers.** As of the date of this Agreement, Buyer may utilize each Seller's list of Pharmacy customers (including names and addresses) from the prior one hundred eighty (180) days for customer outreach purposes, which form shall be mutually agreed upon by the parties in advance via email. As of the date of this Agreement, each Seller shall permit Buyer, at Buyer's discretion, to place signs in the Pharmacy and on the windows of the Pharmacy advising such Seller's customers that Buyer has arranged to purchase such Seller's prescription files. Buyer shall have the right to advertise that Buyer is purchasing or has purchased such Seller's prescription files for the Pharmacy.
4. **Transfer of Purchased Assets.**
 - A. The Parties agree that each Seller will engage InfoWerks Data Services, LLC (the "**Data Converter**") to convert such Seller's prescription file and Record data (the "**Record Data**") to a format specified by Buyer. Buyer will be responsible for all of the Data Converter's fees, costs and expenses incurred in connection with the Record Data conversion services. Each Seller agrees to provide such access,

information and cooperation to the Data Converter as may be required to enable the Data Converter to deliver the Record Data to Buyer's Information Services representative at least ten (10) business days prior to the Transfer Date, or such other period as mutually agreed upon between the Parties, for the purpose of testing the data's conversion to Buyer's format. In the event that the Record Data is not or cannot be delivered to Buyer as of such date or is not successfully converted, Buyer, at Buyer's sole discretion, may either (i) delay the Transfer Date until the Record Data is delivered to Buyer, or the conversion is successful or (ii) following commercially reasonable efforts to effect the conversion, terminate this Agreement upon written notice to such Seller.

- B. Transfer of Possession.** Each Seller shall deliver possession of the electronic Records to Buyer at a time mutually agreed upon by the Parties on the Transfer Date. Each Seller shall deliver possession of the hard copy Records to Buyer on the Transfer Date. Risk of loss shall transfer to Buyer at the time Buyer takes possession of the Purchased Assets. Concurrently with the transfer of the Purchased Assets to Buyer, the applicable Seller shall deliver to Buyer a duly executed and acknowledged Bill of Sale in respect of the applicable Purchased Assets in substantially the same form attached hereto as **Exhibit "B"** and incorporated herein by reference ("**Bill of Sale**"). Each Party shall also deliver to the other such additional documents as are reasonably required by law or the terms of this Agreement to complete the sale of the Purchased Assets to Buyer. Each Seller shall, upon request of Buyer, perform such further acts, assignments, transfers, and assurances as may be reasonably required to convey and transfer all of such Seller's right and title in the Purchased Assets to Buyer. **Subject to the representations in Section 7 below and the other provisions of this Agreement, Buyer further agrees and acknowledges that Buyer shall accept the Purchased Assets "as is, where is."**
- C. Fire or Other Casualty.** If there is a fire or other casualty which results in damage to or destruction of any portion of the Purchased Assets prior to the Transfer Date, then Buyer may, in its sole election, (i) terminate this Agreement or a portion of the Agreement in respect of the impacted Purchased Assets by written notice to each Seller, or (ii) proceed to acquire the remaining portion of the Purchased Assets, in which event the Purchase Price shall be proportionately reduced to reflect the fair market value of the remaining Purchased Assets after the fire or other casualty.
- D. Request by Pharmacy Customers.** Buyer agrees in the event that, prior to the Transfer Date, any Seller receives from any Pharmacy customer any objection to the transfer of the Pharmacy customer's prescription records to Buyer and/or any instruction from the Pharmacy customer to transfer said Pharmacy customer's prescription records to a pharmacy other than the location to which Buyer intends to transfer the Records, such Seller shall be relieved of its obligation to transfer the Pharmacy customer's prescription records to Buyer except to the extent that such a transfer is required by law. Buyer further agrees that in the event a Pharmacy customer objects, after the Transfer Date, to the transfer of the Pharmacy customer's prescription records to Buyer, Buyer shall immediately transfer the

Pharmacy customer's prescription records to the location designated by the Pharmacy customer and shall further purge said Pharmacy customer's prescription records from Buyer's files except to the extent Buyer is required by law to retain such Records. The provisions of this Section 4(D) shall survive the Transfer Date.

5. Purchase Price.

The Purchase Price shall be the amount listed on **Schedule 1** for the Records (the "**Purchase Price**"). Each seller shall, on or before the Transfer Date, deliver to Buyer a completed form W-9 Request for Taxpayer Identification Number.

[REDACTED]

- 6. Closing.** Unless otherwise agreed in writing by the Parties, the closing of the sale of Purchased Assets to Buyer (each a "**Closing**") shall occur on [REDACTED]. On the first business day immediately following [REDACTED], Buyer shall wire the Purchase Price to such Seller by a wire transfer of immediately available funds. The Sellers' wiring instructions are attached hereto as Exhibit C.

- 7. Pharmacy Close.** At the close of business on the day immediately prior to the Transfer Date, each Seller shall permanently cease retail pharmacy operations at the Pharmacy.

8. Representations and Warranties.

- A. Liens.** Each Seller represents and warrants that it has good and marketable title to and is the sole owner of all of the Purchased Assets and that the Purchased Assets shall, as of the Transfer Date, be free and clear of all "**Liens**" as herein defined.

Each Seller further represents and warrants that all suppliers and creditors of the Purchased Assets shall be paid in the normal course of business. The term “**Liens**” shall collectively refer to all liens, charges, restrictions, claims, judgments, options, charges, rights of first refusal, security interests, mortgages, deeds of trust, licenses, leases, taxes (presently due or due at any time in the future related to the Purchased Assets and/or this transaction), assessments or other encumbrances (whether secured or unsecured) with respect to any item of the Purchased Assets or Pharmacy and includes, without limitation, any claim or charge of any creditor or supplier of the Purchased Assets.

B. Intentionally Omitted.

C. Authority. Each Seller and Buyer represent and warrant that each Party has taken all necessary corporate action and has the full and sole right, power and authority to enter into this Agreement to sell and buy the Purchased Assets, respectively, and that the individual signing below for each Seller and Buyer is duly authorized to sign on behalf of such Seller’s and Buyer’s entity. The sale of the Purchased Assets and all of the other obligations of each Seller agreed to hereunder do not conflict with or result in a breach of the terms of any agreement or instrument to which such Seller is a party or by which it is, or may be, bound or which would constitute a default thereunder, or result in a claim against Buyer, or result in the creation or imposition of any lien, charge or encumbrance on, or give to others any interest in or right to the Purchased Assets.

D. Parties Are in Good Standing. Each Seller represents and warrants that it is a duly organized corporation in good standing with the state in which the Pharmacy is located and will continue to be so as of the Transfer Date. Buyer represents and warrants that it is a duly organized corporation in good standing with state in which the Pharmacy is located. Each Seller and Buyer have full power and authority to enter into and perform this Agreement.

E. No Brokers. Buyer and Sellers each represent and warrant to the other that all negotiations relative to this Agreement and the transactions contemplated herein have been carried on in such manner so as not to give rise to any valid claim against either Buyer or any Seller for any brokerage, commission or finder’s fees. In the event any action or inaction by either Buyer or any Seller with respect to this transaction has given or shall hereafter give rise to any brokerage, commission or finder’s fee, all such fees shall be paid solely and exclusively by the responsible Party and the other Party shall have no obligation or liability therefor.

F. HIPAA Compliance. To the best of its knowledge and belief, each Seller is currently in full compliance with the requirements of HIPAA. Without limiting the generality of the foregoing, each Seller has implemented a HIPAA compliance program, including but not limited to employee training, provision of Privacy Notices to pharmacy customers, and adoption of privacy policies and security features. After the Transfer Date, Buyer shall use all reasonable efforts to make each Seller’s prescription data available for access to all eligible parties in

accordance with HIPAA Privacy Standards and applicable state law. However, in no event shall Buyer assume any legal obligations of any Seller under HIPAA including, but not limited to, the HIPAA Privacy Standard requiring accounting of certain disclosures of Patient's Protected Health Information made prior to the Transfer Date. All inquiries for accountings or other patient rights under HIPAA relating to disclosures made prior to the Transfer Date shall be forwarded to such Seller or its appointed agent.

- G. Controlled Substance Act.** Buyer shall comply with all applicable laws and regulations that may relate to the maintenance and confidentiality of Records transferred hereunder and with respect to the Pharmacy operations in general. Each Seller (with the assistance of Buyer) shall notify the appropriate governmental agencies, including the State Board of Pharmacy and the regional DEA office, of the transfer described herein.
- H.** That, to each Seller's reasonable knowledge, the Records are accurate in all material respects and were created or obtained in the ordinary course of such Seller's operation of the Pharmacy.
- I.** There are no (i) claims, actions, suits, labor disputes, arbitration, legal or administrative proceedings or investigations, including, without limitation, by the DEA, OIG, CMS, FDA, applicable Board of Pharmacy or other governmental body, pending against any Seller or, to the knowledge of any Seller, threatened against any Seller, or otherwise pending or, to the knowledge of any Seller, threatened with respect to any Seller's operations, the Purchased Assets or any affiliate, director, officer or employee of any Seller, and no such actions, disputes, proceedings or investigations are contemplated, except to the extent any such claim, action, dispute, arbitration, proceeding or investigation would not reasonably be expected to be, individually or in the aggregate, material to the Purchased Assets (including the value thereof) or have a material adverse effect on such Seller's ability to perform its obligations hereunder or (ii) judgments, decrees, orders, writs, injunctions, rulings, decisions or awards of any court or governmental body to which any Seller is a party or is subject with respect to the Pharmacy or to which any of the Purchased Assets is subject, except to the extent any such judgment, decree, order, writ, injunction, ruling, decision or award would not reasonably be expected to be, individually or in the aggregate, material to the Purchased Assets (including the value thereof) or have a material adverse effect on such Seller's ability to perform its obligations hereunder. During the 2 years to the date of this Agreement, no Seller has received any notice of complaints filed against any Seller under HIPAA or applicable patient privacy and data protection laws and, to each Seller's knowledge, there has not been any violation of such laws, except to the extent any such complaint or violation would not reasonably be expected to be, individually or in the aggregate, material to the Purchased Assets (including the value thereof) or have a material adverse effect on such Seller's ability to perform its obligations hereunder. No Seller, any parent, subsidiary or other affiliate of any Seller, nor any director, manager, officer or pharmacy employee of any Seller has been disciplined or sanctioned, or has had a discipline or sanction proposed, by any

governmental body, except to the extent any such discipline or action would not reasonably be expected to be, individually or in the aggregate, material to the Purchased Assets (including the value thereof) or have a material adverse effect on any Seller's ability to perform its obligations hereunder. No Seller is excluded from participation in any government healthcare payment program, including Medicare or Medicaid, nor does any Seller have knowledge of any pending or threatened discipline, sanction, inquiry, investigation or government action that would be reasonably expected to lead to such exclusion.

- J.** The prescriptions filled at the Pharmacy have arisen from bona fide, legal transactions. Each Seller's Records have been accessed, collected, compiled, disclosed, maintained, and stored in material compliance with local, state and federal laws, statutes, ordinances, regulations, rules, codes, decisions, decrees, and orders, and are consistent with industry standards and clinical guidelines applicable to pharmacists and licensed prescribers. All information regarding the Records provided to Buyer to date is true and correct in all material respects.
- K.** Except as set forth on **Exhibit "D"**, none of the prescriptions filled at the Pharmacy result from any Non-standard Business. As used in this Agreement, "Non-standard Business" means (1) delivering prescriptions by mail, courier, automobile or other delivery system (in each case, including prescriptions filled via the Internet), (2) compounding, including both sterile and non-sterile compounding, (3) filling prescriptions that involve any unique, customized or non-standard packaging, including prescriptions filled for patients in assisted or independent living facilities, nursing homes, long-term care facilities or hospice facilities, (4) any business conducted pursuant to Section 340B of the Public Health Service Act, (5) any non-prescription business (including durable medical equipment) done through the pharmacy computer and included in the prescription count, (6) any prescriptions filled pursuant to any contract, agreement or understanding (other than a standard contract agreement or understanding with any third party payor or government payor providing health care coverage to individuals), or (7) any other business outside the scope of a customary pharmacy or retail drug-store business.
- L.** The transactions contemplated hereunder (a) are the result of a sale process led by the Sellers, their affiliates, and their advisors, pursuant to which the Buyer submitted an offer for the Purchased Assets, such offer has been accepted and Buyer has been awarded the right to acquire the Purchased Assets, no other person or entity or group of persons or entities has submitted a higher or better offer to purchase the Purchased Assets, and (b) may not be avoided under Section 363(n) or any other section of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**"). The Purchase Price for the Purchased Assets (i) was negotiated and is undertaken at arm's length without collusion or fraud and in good faith within the meaning of and otherwise consistent with Sections 363, 365, and 548 of the Bankruptcy Code and (ii) constitutes reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory or possession of the United States or the District of Columbia. Each Seller represents and warrants that (x) the Purchased Assets constitute

Pharmacy Assets as defined in the Sale Motion (as herein defined) and Interim Order (as herein defined), (y) the auction process, as contemplated herein, is otherwise consistent with the Debtors' (as herein defined) historical practice, the Interim Order, and the Sale Guidelines (as defined in the Sale Motion and Interim Order) in accord with applicable law, and (z) each Seller has authority and approval under the Interim Order to consummate the sale of the Purchased Assets to Buyer (subject to the entry of the Interim Order).

- M. This Agreement has not been entered into for the purposes of hindering, delaying or defrauding creditors of any Seller under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable law and none of the Parties hereto have entered into this Agreement or are consummating the sale of the Purchased Assets with any fraudulent or otherwise improper purpose.
 - N. Each Seller has timely and properly filed all federal, state and local tax returns and reports and forms which it is or has been required to file, either on its own behalf or on behalf of its employees or other persons or entities including but not limited to all sales and use and employment tax returns, all such returns and reports being true, correct and complete in all respects and has paid all taxes which have become due.
 - O. The provisions of this Section 8 shall survive the Closing.
9. **Conditions to Closing.** The Closing of the sale transactions set forth herein is subject to all of the following conditions in favor of Buyer and, if any of the following conditions are not satisfied or waived in writing by Buyer as of the Transfer Date, Buyer may terminate this Agreement in respect of such sale transaction without any liability to any Seller.
- A. **Representations Are True.** Each Seller's representations are true and correct in all respects on and as of the date of this Agreement and through each Transfer Date with the same force and effect as though made on and as of such date. and each Seller shall have performed all of its obligations under this Agreement through the Transfer Date.
 - B. **Records Successfully Converted.** The Records contained within each Seller's computer system have been successfully converted to a CD-ROM or other similar application through the Data Converter in a form that is acceptable to and usable by Buyer in conducting Buyer's business in its normal course.
 - C. **Rx Customer Data Deactivated in each Seller's System.** The Records contained within each Seller's computer system will be deactivated and placed in "transfer mode" within such Seller's mainframe. After the Transfer Date, such data will remain in such Seller's possession but will be limited to those purposes set forth herein. Each Seller will provide written verification of the deactivation of the files and records within five (5) business days after the Transfer Date.

- D. Bankruptcy Order.** Rite Aid Corporation and certain of its affiliates, including Sellers (collectively, the “**Debtors**”), have filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”), in the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”) on May 6, 2025, at Case No. 25-14861. On May 9, 2025, the Bankruptcy Court entered an Order (I) Approving the Auction and Bidding Procedures, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Assumed Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts (VI) Authorizing (A) the Sale of Assets and (B) Shortened Notice With Respect thereto, and (VII) Granting Related Relief, filed as Docket No. 142 (the “**Interim Order**”). Prior to the last Closing, either (i) the Interim Order shall remain unstayed and in full force and effect or (ii) Sellers shall have obtained entry of the final order (the “**Final Approval Order**”), which shall be unstayed and in full force and effect, in each case which (a) authorizes and approves the sale of each Seller’s Assets, as defined herein and in the Debtors’ Motion filed at Docket No. 17 with the Bankruptcy Court (the “**Sale Motion**”), such that each Seller will have the authority and approval from the Bankruptcy Court to consummate the sale of the Purchased Assets to Buyer consistent with its historical practice in any size, amount or volume, in accordance with applicable law, free and clear of all liens, claims, security interests and encumbrances whatsoever, (b) authorizes each Seller to enter into and consummate such sales of such Seller’s Assets on the terms and condition, including non-monetary terms and conditions, set forth in any agreements or other documents applicable to such sales of such Seller’s Assets (including any asset purchase agreements), which terms and conditions shall be approved, and (c) which includes a finding that any purchaser of any Seller’s Assets shall be deemed a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, shall be entitled to all of the protections afforded by such provision.
- E. Intentionally Omitted.**
- F. No Licenses.** No Party (i) has been debarred or excluded from federal health care programs or (ii) has had the licenses necessary to carry out its business operations contemplated or required by this Agreement revoked or has been disciplined in such a manner that performance cannot occur or would be substantially impaired.
- G. Evidence of Lien Termination.** Except in the case of entry of an Interim Order or a Final Approval Order (in each case which has not been stayed and remains in full force and effect), on or prior to the Transfer Date, each Seller shall deliver to Buyer evidence of the release of any and all Liens encumbering any of the Purchased Assets (including any required UCC termination statements, bank release letters or similar documents).
- H. Liens and Other Encumbrances.**

- (a) Each Seller represents and warrants that the Purchased Assets, as of each applicable Transfer Date, shall not be subject to any lien, mortgage, or encumbrance, and said Records shall be conveyed free and clear of any right, title or interest of any entity or person.
- (b) Buyer may conduct Uniform Commercial Code searches of state and county records. Any liens or encumbrances disclosed by any such search shall be released in full by such Seller, and Buyer may hold all payments due hereunder pending Buyer's receipt of evidence that releases have been filed.
- (c) Each Seller hereby indemnifies and saves and holds Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by any Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of any Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any claim by any creditor of any Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date.

10. **Exclusive Dealing.** From the date hereof until the date of the Closing hereunder or the earlier termination of this Agreement, each Seller shall deal exclusively and in good faith with Buyer with regard to the transactions contemplated by this Agreement and shall not, and shall cause its affiliates, representatives, advisors and agents not to (a) solicit submission of any acquisition proposal of the Purchased Assets at the Pharmacy, (b) participate in any discussions or negotiations regarding, or furnish any non-public information to any other person regarding the Purchased Assets other than Buyer and its representatives or otherwise cooperate in any way or assist, facilitate, or encourage the acquisition proposal of the Purchased Assets at the Pharmacy by any person other than Buyer, or (c) enter into any agreement or understanding, whether in writing or oral, that relates to an acquisition proposal of the Purchased Assets at the Pharmacy or would have the effect of preventing the consummation of the transactions contemplated by this Agreement. Each Seller shall, and such Seller shall cause its affiliates, representatives, advisors and agents to (i) immediately cease any discussions or negotiations of the nature described in this Section 10 that were conducted prior to the date hereof, (ii) promptly notify any party which such discussions or negotiations were being held of such termination, and (iii) promptly request in writing that all persons to whom nonpublic information concerning the Purchased Assets has been distributed on or prior to the date of this Agreement return or destroy such information to such Seller as soon as possible. If, notwithstanding the foregoing, any Seller or its affiliates, representatives or agents should receive any acquisition proposal of the Purchased Assets at the Pharmacy or any inquiry regarding any such proposal from any person, such persons shall promptly inform Buyer and its counsel in writing of the facts and terms thereof.

11. **Confidentiality.** From and after the date of this Agreement, each Seller and Buyer shall keep the transaction contemplated hereby strictly confidential except as may be required

by law (and if so required by law, the party with the obligation to so disclose shall provide the other party with advance notice of the required disclosure). Each Seller shall keep all information about the Purchased Assets and the transactions contemplated by this Agreement confidential both before and after the transfer thereof (except that such Seller may release to an individual customer any records belonging to said customer upon the customer's request). Sellers shall have absolutely no right to use any of the Records or information included in the Purchased Assets after the transfer thereof to Buyer, except as may be required by law or in connection with pending litigation, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (i) such information is used only for the limited purposes specified herein, and (ii) access to such information is at Buyer's store at such times and under such supervision as Buyer deems appropriate. In addition to, and without limiting the foregoing, Buyer agrees to coordinate with each Seller, as applicable, (and vice versa), in gathering audit information required and providing responses to desk audits within audit response timeframes for any Claims (as defined in Section 15). The provisions of this Section 11 shall survive Closing and shall be binding on each Party's legal representatives, successors and assigns. The Purchased Assets are being transferred to Buyer for Buyer's sole and exclusive use. Each Seller acknowledges that any information obtained by Buyer relating to Pharmacy customers is owned solely by Buyer and may not be sold or transferred to any other person or company by such Seller. Buyer will submit any advertising copy regarding its purchase of the Purchased Assets to each applicable Seller for prior approval, which approval shall not be unreasonably withheld. If such Seller does not contact Buyer within three (3) business days of receipt of said copy, such Seller shall be deemed to have approved it. Other than as set forth in this Section 11 neither Buyer nor any Seller shall issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets by any Seller to Buyer without the prior written consent of the other Party.

12. **Normal Business Operations.** Each Seller shall, at all times prior to the Transfer Date, operate the Pharmacy business in the ordinary course, consistent with prior practice (including, without limitation, like pricing, hours, customer service, advertising, and business standards) as such Seller maintained prior to this Agreement and no Seller shall take any action that results in a reduction to such Seller's volume of prescriptions. No Seller shall conduct any closing, going out of business, last chance or other sales outside of the ordinary course, consistent with past practice at the Pharmacy. Prior to the Transfer Date, no Seller shall sell, transfer, assign, lease, encumber or otherwise dispose of any of the Purchased Assets. No Seller shall subject any of the Purchased Assets to lien, security interest or any other encumbrance, which lien, security interest or other encumbrance must be discharged of record prior to Buyer's payment to such Seller. Prior to the Transfer Date, no Seller shall sell, remove or dispose of any of the Purchased Assets (other than in the ordinary and normal course of business) and will not purchase for the Pharmacy any further merchandise or supplies other than in the ordinary course of business.
13. **Taxes.** Sellers agree to be responsible and pay for any tax or similar charge or assessments on the sale or transfer of the Purchased Assets at Closing; provided, however, that Buyer and Sellers hereby waive compliance with the provisions of any applicable bulk transfer laws. Sellers shall forever indemnify and hold harmless Buyer against any and all expense,

loss, damage or liability, including reasonable attorneys' fees and court costs, which Buyer may suffer as a result of claims asserted by third parties against Buyer due to any noncompliance by any Seller and Buyer with applicable bulk transfer laws. Personal property taxes on the Purchased Assets shall be prorated between Buyer and such Seller as of the Transfer Date. Each Seller shall pay any other taxes on the Purchased Assets prior to the Transfer Date.

14. **Signs; Telephone and Facsimile Numbers.** Each Seller shall transfer to Buyer the exclusive right to use the Telephone and Fax Numbers on the Transfer Date. If any Seller is unable to complete the transfer of the Telephone Fax Numbers on the Transfer Date, such Seller shall remote call forward the Telephone and Fax Numbers for six (6) months until the transfer of the Telephone and Fax Numbers is complete. Each Seller shall pay all charges relating to the Telephone and Fax Numbers prior to the Transfer Date. Each Seller shall pay all yellow pages advertising for the Pharmacy prior to the Transfer Date and cancel the same at its sole expense, if applicable. Each Seller agrees to, as of the Transfer Date and ending sixty (60) days after the Transfer Date, post appropriate signs in the Pharmacy and/or the front of the store notifying customers that the Purchased Assets will be relocating to Buyer's store and referring customers to such store, subject to landlord consent (if such landlord consent is required) and provided that Buyer provides such signage to such Seller.
15. **Indemnity.** Sellers shall, jointly and severally, indemnify, defend and hold Buyer, its directors, officers, shareholders, employees and agents harmless from and against all liabilities, losses, deficiencies, claims, damages, expenses (including, without limitation, reasonable costs and attorneys' fees, reasonable costs and attorneys' fees on appeal), judgments, proceedings, and causes of action of any kind (collectively "**Claims**") arising out of, resulting from, relating to or in any way connected with (i) any Seller's possession, ownership, sale, disposal and/or use of the Purchased Assets, (ii) any Seller's breach of any representation or warranty, (iii) any Seller's material breach, default, misrepresentation or omission with respect the performance of any of its covenants and obligations under this Agreement, (iv) related to any Liens on the Purchased Assets prior to the time at which such Purchased Assets, or any of them, are transferred to Buyer, (v) related to any matter that is an Excluded Liability and (vi) any losses that are suffered, sustained, incurred or required to be paid by Buyer relating to any Seller's use of the Purchased Assets and/or the operation of the Pharmacy prior to and including the Transfer Date. Buyer shall indemnify, defend and hold Sellers its directors, officers, shareholders, employees and agents harmless from and against all Claims arising out of, resulting from or relating to Buyer's possession, ownership, sale, disposal, use of the Purchased Assets on or after the time at which such Purchased Assets, or any of them, are transferred to Buyer and/or Buyer's breach, misrepresentation or omission under this Agreement. The provisions of this Section 15 shall survive Closing.
16. **Miscellaneous.**
 - A. **Notices.** All notices given hereunder shall be in writing and shall be given by personal delivery, U.S. Mail (return receipt requested), United States Express Mail

(postage or delivery charge prepaid), or other established express delivery service (such as Federal Express or DHL), addressed to the appropriate Party as follows:

Sellers: c/o Rite Aid Corporation
200 Newberry Commons, Etters, PA 17319 (street address)
P.O. Box 3165, Harrisburg, PA 17105 (mailing address)
Attn: Secretary

Buyer: Giant Eagle, Inc.
700 Cranberry Woods Drive
Cranberry Township, PA 16066
Attn: General Counsel

All notices shall be deemed given upon receipt or refusal.

- B. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all other prior agreements, oral or written, with respect to this transaction. This Agreement may not be modified or otherwise amended, unless in writing and duly authorized by Buyer and Sellers.
- C. Successors and Assigns.** All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors and assigns.
- D. Attorneys' Fees.** If either Party takes legal action to enforce the terms of this Agreement, the prevailing Party in such action shall recover its reasonable costs and attorneys' fees, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing Party will be the Party that is awarded judgment as a result of trial or arbitration, or the Party that receives a payment of money from the other Party in settlement of claims asserted.
- E. Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- F. Severability.** If any of the terms of this Agreement are held by any court of competent jurisdiction to be unenforceable, such provisions shall be severed from the Agreement and the remainder of the Agreement shall be given effect by the Parties as if such provision(s) never had been part of the Agreement.
- G. Further Assurances.** Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and from time to time do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any

Purchased Asset, payment, or document which it receives after Closing and which is the property of the other.

H. Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on any Seller and/or Buyer after the Transfer Date shall survive the date and the delivery of the Bill of Sale and the Purchased Assets to Buyer. Without limiting the foregoing, all representations, warranties, and indemnities shall all survive the Transfer Date and the delivery of the Bill of Sale and the Purchased Assets to Buyer.

I. Default. In the event of any default by any Party to this Agreement, the non-defaulting Party may:

- i. if such default occurs prior to the Transfer Date, terminate this Agreement upon written notice to the defaulting Party, and recover from the defaulting Party all damages incurred by the non-defaulting Party; provided, however, that if any Seller is the defaulting Party and such default relates to one or more, but not all, Pharmacies, Buyer shall not be obligated to terminate the Agreement but instead may choose not to purchase the Purchased Assets from such Seller in respect of any such Pharmacy subject to default;
- ii. Seek specific performance of this Agreement and/or injunctive relief and, in addition, recover all damages incurred by the non-defaulting Party. The Parties intend that this Agreement may be specifically enforced;
- iii. Perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party; and
- iv. Pursue all other remedies available at law, the Parties intending that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting Party. The allocation of the Purchase Price is not intended to serve as a measure of damages, and the Parties agree that the breach of any provision of this Agreement may result in damages to the other Party in an amount in excess of any consideration paid for any particular asset.

Neither Party shall be deemed to be in default under this Agreement except upon the expiration of twenty (20) days (ten (10) days in the event of failure to pay money) from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations (or breached any of its representations or warranties) under this Agreement unless such Party, prior to expiration of said twenty (20) days period (ten (10) in the event of failure to pay money), has remedied the particulars specified in said notice of default.

J. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Pharmacy is located.

- K. Counterparts.** This Agreement may be executed by facsimile or pdf copies in two or more counterparts and once so executed by the Parties hereto, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and e-mail signatures shall be deemed originals for purposes of enforcement.
- L. No Third Party Beneficiaries.** It is the intention of the Parties that no individual or entity be construed or considered to be an intended or implied third-party beneficiary under this Agreement.
- M. Time of the Essence.** All times provided for in this Agreement for the performance of any act will be strictly construed, time being of the essence.
- N. Incorporation of Exhibits.** All exhibits are incorporated into this Agreement as if set forth in full herein.
- O. Waiver.** No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.
- P. No Damages.** In no event shall either Party be responsible for punitive, exemplary, incidental or consequential damages, and each Party agrees, regardless of cause, not to assert any claim whatsoever against the other Party for such damages.
- Q. Bankruptcy.** In the event any Seller files a voluntary petition for relief under chapter 7 or 11 of title 11 of the Bankruptcy Code or an involuntary bankruptcy case is filed against any Seller under chapter 7 or 11 of the Bankruptcy Code, such Seller shall use commercially reasonable efforts to respond to any questions Buyer may have related to such proceedings.
- R. Long Stop Date.** In the event the Closing is delayed by any Seller filing a voluntary petition for relief under chapter 7 or 11 of title 11 of the Bankruptcy Code or an involuntary bankruptcy case is filed against any Seller under chapter 7 or 11 of the Bankruptcy Code, if the Closing does not occur within [REDACTED], Buyer may be permitted to terminate the Agreement and the Parties shall have no further obligations in respect of the Closing or the transfer of the Purchased Assets. Upon [REDACTED] prior written notice, Buyer may choose to extend the [REDACTED] for successive [REDACTED] periods.
- 17. Marketing to Pharmacy's Customers.** For a period of [REDACTED] from and after the date of this Agreement, no Seller shall (directly or indirectly):
- A.** Advertise, encourage or solicit the transfer by customers of the Pharmacy of their records and/or prescriptions to any stores/pharmacies operated by any Seller or its subsidiaries. Notwithstanding the foregoing, general mass advertising that does not

mention the Pharmacy by name or location is permitted and may be used by any Seller.

- B.** Send letters or other communications in any form to the customers of the Pharmacy, other than general mass advertising not directed to customers of the Pharmacy. In no event shall any Seller send letters, any form of incentives or other communications to the Pharmacy's customers to solicit or encourage the relocation of such customers' prescription information or files to another store or pharmacy operated by any Seller or the Subsidiaries.
- C.** Advertise or communicate publicly the fact that a pharmacist previously working in the Pharmacy has transferred to another pharmacy operated by any Seller or the Subsidiaries in the same trade area as the Pharmacy.

From the date of this Agreement until the date of Closing, each Seller will encourage the transfer of the prescriptions and records of the Pharmacy's customer to the Buyer's Store except as otherwise provided in Section 4(D) of this Agreement. The Parties hereby recognize, acknowledge and agree that the limitations contained in this Agreement are reasonable and properly required for the adequate protection of the business of the Pharmacy, as it will be conducted by Buyer after the Transfer Date.

Exhibit 10

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Thrift Drug, Inc. and Rite Aid of Delaware, Inc. (each, “Seller” and collectively, “Sellers”), and Giant of Maryland LLC, a Delaware limited liability company (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101–1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets.** The applicable Seller agrees to sell to the applicable Buyer, and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription records, patient records, lists and profiles of the applicable Pharmacy in each case, in the applicable Seller’s possession for no less than the 3-year period (or such time period mandated by state including MD for a 5-year period and Delaware for a 3-year-period, and federal laws) immediately preceding the respective Closing Date (as defined below), including, prescription hard copies of all patient profiles and electronic patient information and images related to the prescriptions (collectively, “Records”). The applicable Seller warrants to the applicable Buyer that the applicable Records shall contain, at a minimum, all of the information included in Schedule B and incorporated herein by reference

The Records including prescription images shall be provided to Buyer in computerized/electronic format consistent with industry standards at the Seller’s expense, which Buyer may, at Buyer’s sole election and expense have converted to a format of Buyer’s choice. Seller shall reasonably cooperate with Buyer and its subcontractor to facilitate such conversion and shall provide any information that Buyer may reasonably request in connection therewith, including a list of third party insurance plans utilized in Seller’s Pharmacy operations, such as computer code, plan name, BIN and processor ID numbers therefor.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the “Excluded Assets”), including, but not limited to: (a) front-end store inventory and over-the-counter inventory, (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) store and trade fixtures, furniture and equipment; (d) licenses, permits, contracts and understandings of

Sellers; (e) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (f) computer software programs and systems and any web sites; (g) any corporate minute books and the corporate seal of Sellers; (h) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name “Rite Aid” and all derivatives thereof; and (i) all items in stock of prescription pharmaceutical inventory of the Pharmacies and related documentation.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the “Excluded Liabilities”). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date including but not limited to any claims or lawsuits whether previously asserted or asserted in the future. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy’s operations and compliance prior to the respective Closing Date, including the HIPAA Rules’ privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to customers, trade creditors, unemployment, income, property, sales or other taxes including applicable bulk sales laws or any other laws for the protection of creditors or with respect to successor tax liability, or otherwise, it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever. Seller shall defend, indemnify and hold Buyer harmless from and/or reimburse Buyer for, any and all claims, liabilities or obligations, including the expense of defense thereof, which Buyer may suffer or incur by virtue of such laws, including the noncompliance by Seller or Buyer with such applicable laws. The terms and provisions of this Section shall survive the Closings for four years.

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) **Conduct of Business of Sellers.** From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b). Seller shall not, at any time before or after the date of Closing, discourage Seller's customers from patronizing Buyer's business.

5. **Closing; Purchase Price.**

(a) **Closing.** The consummation of the closing of the transactions contemplated hereby with respect to each Store (each, a "**Closing**") shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in **Section 14** (other than conditions that by their terms or nature are to be satisfied at each Closing), or such other date as mutually agreed by the Parties (each a "**Closing Date**"); **provided**, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in **Schedule A** with respect to the applicable Store.

(b) **Closing Deliverables.** On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as **Schedule C** (the "**Bill of Sale**"), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer 7 days prior to the Closing Date; **provided** that such Buyer's sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized officer of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) **Purchase Price.** On the applicable Closing Date, the applicable Buyer shall pay to the applicable Seller the amount listed below by wire transfer within (3) business days of Closing of immediately available funds to an account designated by such Seller in accordance with the wire transfer instructions attached hereto as Schedule F:

(i) the purchase price listed in **Schedule A** with respect to the Records (the "**Final Records Purchase Price**")

(d) **Purchase Price Allocation.** The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("**Code**") shall be allocated among the Purchased Assets in accordance with the allocation set forth on **Schedule D** and made a part hereof (the "**Allocation Schedule**"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. **Certain Records Matters and Valuation.**

(a) [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

(b) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, the “Final Records Purchase Price”.

7. Records Transfer; Patient Notification.

(a) The Parties agree that the applicable Seller will engage Two Point (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, including, without limitation, images of electronic prescriptions for the timeframe mandated by the state, and all customer lists, to such Buyer (or such Buyer’s designee) upon execution of this Agreement. Seller will work in good faith with Buyer to transfer Seller’s electronic Records in the most effective, efficient, and secure manner. Seller’s electronic Records shall be transferred to Buyer exclusively, shall not be shared with any third parties (except for those pharmacy benefits managers that have a need to know in the ordinary course of business), and shall not be diminished or removed from the Stores between the date of execution of this Agreement and the applicable Closing Date.. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 14th business day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such Buyer. If the Record Data is transferred pursuant to this Section 7(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, then the applicable Buyer (and such Buyer’s designee, if applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records, and will maintain the Records consistent with all applicable laws related to the retention, use, and access thereof.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor, notify each customer of the respective Pharmacies, who has had a prescription filled or refilled at such Pharmacy within the 18-month period prior to the applicable Closing Date, by mailing each of them a letter under such Buyer’s signature. The applicable Seller agrees that in no event shall such Seller

send letters, any form of incentives or other communications to the respective Pharmacies' customers to solicit or encourage the relocation of such customers' prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers' request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer's prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer's prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer's prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The Seller shall solely be responsible for any fees to cancel the data transfer of any Pharmacy customer who objects to the transfer of such Pharmacy customer's prescription records to the applicable Buyer. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer's prescription records to the applicable Buyer, such Buyer shall immediately transfer such Pharmacy customer's prescription records to the location designated by such Pharmacy customer and shall further purge said Pharmacy customer's prescription records from such Buyer's files except to the extent such Buyer is required by law to retain such Records. The provisions of this Section 7(c) shall survive the applicable Closing Date.

8. **Communications.**

(a) The Parties agree that no Party shall produce (i) any press releases or other advertising or (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below).

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer in order to comply with federal and state law, including applicable state pharmacy board requirements.

(c) Seller shall display signage at the closing Pharmacy notifying customers for sixty (60) days that the prescription files have been transferred to Buyer's Stores as described herein along with Buyer's ability to provide prescription services.

(d) At no additional cost to Buyer, Buyer shall have the right to put signs in Buyer's stores windows or entry ways notifying customers that the applicable Pharmacy has closed and the prescription files have been transferred to Buyer's applicable Store.

9. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal

regulations (“HIPAA Rules”) published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, “Protected Health Information” shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers’ obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration (“DEA”) and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, if electronic prescription image isn’t included in the Records, the applicable Seller hereby agrees to make available to the applicable Buyer, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Buyer requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 9 shall survive the applicable Closing Date.

10. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding (“RCF”) for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer’s pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller’s service provider’s limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer’s pharmacy as listed in Schedule A, and such message shall continue until such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies.

(c) Non-Competition. Each Seller, on behalf of itself and its respective parents, subsidiaries and affiliates, provided that any such entity is a parent, subsidiary, or affiliate, as applicable, as of the date

of this Agreement, agree not to operate, or permit the operation of, a pharmacy or drug store in any Store after the applicable Closing Date. At the close of business on the day immediately prior to the applicable Closing Date, each Seller shall permanently cease retail pharmacy operations at the respective Pharmacy. The Parties hereby agree that the applicable Seller's covenants herein were a material inducement to the applicable Buyer's entering into this Agreement and that a breach of the provisions of this Section 10(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 10(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 10(c) shall survive the applicable Closing Date.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 10(d).

11. **Seller's Representations and Warranties**. Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business;

(b) subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies;

(c) such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement;

(d) at all times prior to the execution of this Agreement and up to the applicable Closing Date, such Seller has maintained the applicable Purchased Assets and such Seller has operated in compliance with all applicable state and federal laws, rules and regulations;

(e) such Seller has not made an assignment of the applicable Purchased Assets for the benefit of creditors;

(f) such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order;

(g) to such Seller's actual knowledge, the Purchased Assets have been maintained and such Seller has operated in compliance with all applicable laws, rules, and regulations. The prescriptions filled at each Pharmacy have arisen from bona fide, legal transactions and the information included in the Records is accurate in all material respects;

(h) the applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, “Fraudulent Conveyance Laws”), for the Purchased Assets. This Agreement is an arm’s-length sale transaction. Such Seller is not now, nor will the transactions contemplated under this Agreement render such Seller, “insolvent” as that term is used in the Fraudulent Conveyance Laws. Such Seller is not engaged in any business or transaction for which property remaining with such Seller constitute “unreasonably small capital” as that term is used in the Fraudulent Conveyance Laws. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any claim against such Buyer;

(i) this Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under the interim or final order entered by the Bankruptcy Court authorizing and approving, among other things, the sale of store closing assets, with such sales to be free and clear of all liens, claims, and encumbrances (collectively, the “Sale Order”) and the applicable Buyer is entitled to the rights and protections contained in the Sale Order; and

(j) except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby;

(k) Insurance. (a) As of the date hereof, the Seller has not received any written notice from any insurer under any professional liability, cyber liability, or general liability insurance policies, canceling or materially adversely amending any such policy or denying renewal of coverage thereunder and (b) all premiums on such insurance policies due and payable as of the date hereof have been paid.

12. **Buyer’s Representations and Warranties.** Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of the each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors’ rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

13. **Certain Regulatory Matters.**

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “HSR Act”) and any U.S. state laws, rules and regulations requiring that a governmental body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby (“State Transaction Notification Laws”) at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule E, if required, as promptly as practicable, and in any event no later than [REDACTED] following the date hereof. Subject to the other terms of this Section 13, each Party shall (and shall cause their respective affiliates to) furnish to each other’s counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as applicable resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 13 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer’s written request to the applicable Seller, the Parties shall promptly submit an appropriate response to, and to certify substantial compliance with (if applicable), such request as promptly as practicable following the date of such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 13, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other

written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 13, each Party may (1) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Purchased Assets.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

14. **Conditions Precedent.**

(a) Parties’ Conditions. It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule E) with respect to the applicable Store shall have been satisfied;

(ii) the Bankruptcy Court shall have entered the Sale Order reasonably acceptable to Buyer, and the Sale Order shall not have been stayed, reversed or modified in a manner not reasonably acceptable to the Parties; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) Buyer’s Conditions. It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 11 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) transfer of the applicable Seller’s Record Data to the respective Buyer, as contemplated in Section 7, shall be complete.

(c) Seller’s Conditions. It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations and warranties of such Buyer contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 14 to be satisfied if such failure was caused by such party's breach of this Agreement.

15. **Indemnification and Related Matters.**

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; and (iv) claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement. For the avoidance of doubt, in no event will Sellers (as a group) be required to indemnify, save or hold harmless the Buyers (as a group) on more than one occasion for the same claim.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 11 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

16. **Confidentiality.** Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law or in connection with pending litigation, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 16 shall survive Closing and shall be binding on the Parties' legal representatives, successors and assigns.

17. **Fiduciary Obligations.**

(a) Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right

to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

(b) Without limiting the generality of Section 17(a), any applicable portion of this Agreement may be terminated at any time prior to the respective Closing (which termination, for the avoidance of doubt, shall have no effect on any Closings in respect of any Purchased Assets which shall have occurred prior thereto), by written notice from the applicable Seller to the applicable Buyer, if the applicable Seller, or the board of directors (or similar governing body) of such Seller, determines that proceeding with the transactions contemplated hereby, or failing to terminate the applicable portion of this Agreement, would be inconsistent with its or such person's or body's fiduciary duties.

18. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed, if:

to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com; chopkins@paulweiss.com

to Buyers:

Giant of Maryland LLC
8301 Professional Place #115
Hyattsville, MD 20785
Attn: Paul Zvaleny
Director of Pharmacy Operations

(with copies, which shall not constitute notice, to):

Giant of Maryland LLC
Legal and Regulatory Department
Office of the General Counsel
1385 Hancock Street
Quincy, MA 02169

19. **Miscellaneous.**

(a) Risk of Loss. The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement. If there is a casualty which results in damage to or destruction of all or substantially all of the Assets prior to the Closing, then Buyer may, in its sole election terminate this Agreement by written notice to Seller.

(b) Assignment; Successors and Assigns. The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) Schedules and Exhibits; Entire Agreement. All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) Amendment; Waiver. This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) Headings; Construction. The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to "\$" and dollars will be deemed to refer to United States currency, (iv) whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word "or" is not exclusive, (vi) the word "will" will be construed to have the same meaning and effect as the word "shall", (vii) the words "shall," "will," and "agree(s)" are mandatory, and the word "may" is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality

of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and.pdf signatures shall be deemed originals for purposes of enforcement.

(m) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(n) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(o) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(p) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 11

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Thrifty Payless, Inc. (“Seller” and collectively, “Sellers”), and Gopal Sojitra (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets**. The applicable Seller agrees to sell to the applicable Buyer, and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription records, patient records, lists and profiles of the applicable Pharmacy in each case, in the applicable Seller’s possession and readily available for no less than the 3-year period (or such time period mandated by state and federal laws) immediately preceding the respective Closing Date (as defined below), including, prescription hard copies of all patient profiles and electronic patient information related to the prescriptions (collectively, “Records”). The applicable Seller warrants to the applicable Buyer that the applicable Records shall contain, at a minimum, all of the information included in Schedule B and incorporated herein by reference;

(b) i) all items in stock of prescription pharmaceutical inventory of the Pharmacies pursuant to the terms hereof (the “Purchased Pharmacy Inventory”), and (ii) all accompanying transaction history, transaction information, and transaction statements (the “3T Documentation”) as required pursuant to the Drug Supply Chain Security Act (the “DSCS Act”);

(c) to the extent in hard copy format, originals of any and all controlled substance invoices, used DEA 222 forms (blue copies for orders placed or executed originals for received single-page forms, as applicable, with each statement attached), and, to the extent dated within the 2 years prior to the applicable Closing Date, annual controlled substance inventory logs

(collectively, the “DEA Documentation”); provided, for the avoidance of doubt, that, to the extent such materials (i) are in electronic format, (ii) consist of unused DEA 222 forms or blue copies for unaccepted or defective forms, or (iii) are records of controlled substances disposed of, such materials shall be deemed as Excluded Assets and the applicable Seller shall retain such materials; and

(d) such other books and records related to the Pharmacies, if any, in each case, solely to the extent in the applicable Seller’s possession and readily available, and that the Parties may agree should be transferred to the applicable Buyer in order to convey ownership of the Purchased Pharmacy Inventory to the applicable Buyer or to otherwise effectuate the intention of this Agreement.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the “Excluded Assets”), including: (a) front-end store inventory and over-the-counter inventory, (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) store and trade fixtures, furniture and equipment; (d) licenses, permits, contracts and understandings of Sellers; (e) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (f) computer software programs and systems and any web sites; (g) any corporate minute books and the corporate seal of Sellers; and (h) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name “Rite Aid” and all derivatives thereof.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the “Excluded Liabilities”). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy’s operations and compliance prior to the respective Closing Date, including the HIPAA Rules’ privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, unemployment, income, property, sales or other taxes, or otherwise, it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the “Assumed Liabilities”).

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal

Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) Conduct of Business of Sellers. From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b).

5. Closing; Purchase Price.

(a) Closing. The consummation of the closing of the transactions contemplated hereby with respect to each Store (each, a “Closing”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in Section 15 (other than conditions that by their terms or nature are to be satisfied at each Closing), or such other date as mutually agreed by the Parties (each a “Closing Date”); provided, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in Schedule A with respect to the applicable Store.

(b) Closing Deliverables. On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as Schedule C (the “Bill of Sale”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; provided that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Seller shall deliver to the applicable Buyer complete copies of the applicable Seller’s 3T Documentation and DEA Documentation, as applicable, as required for the applicable Purchased Pharmacy Inventory;

(v) the applicable Seller shall deliver to the applicable Buyer, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price (as defined below)), signed by a representative of such Seller;

(vi) the applicable Buyer shall deliver to the applicable Seller, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price), signed by a representative of such Buyer; and

(vii) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized office of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. On the applicable Closing Date, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price"); and

(ii) the Inventory Purchase Price (as defined below), which Inventory Purchase Price shall be subject to the cap set forth on Schedule A (the "Inventory Purchase Price Cap"), and subject to Schedule E (including Annex I thereto) (the Inventory Purchase Price, together with the Final Records Purchase Price, the "Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule D and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. **Certain Records Matters and Valuation.**

(a) [REDACTED]

(b) [REDACTED]

(i)

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, the “Final Records Purchase Price”.

7. Certain Inventory Matters and Valuation.

(a) The Parties agree that the applicable Buyer will purchase, and the Purchased Assets will include, only those items of inventory that are determined to be Purchased Pharmacy Inventory according to the methods, standards and procedures set forth on Schedule E and that the applicable Buyer will not purchase any Excluded Inventory. Each Seller shall use its reasonable efforts to physically separate all applicable Excluded Inventory from the applicable Purchased Pharmacy Inventory prior to the applicable Closing Date or otherwise ensure that no Excluded Inventory is transferred to any Buyer.

(b) The Parties shall commission WIS International or another mutually acceptable inventory valuation firm (the “Inventory Service”) to conduct a full review and valuation of the Purchased Pharmacy Inventory at the Pharmacies on the day immediately prior to the respective Closing Date using the methods, standards and procedures set forth on Schedule E (such review at an individual Pharmacy, the “Inventory Review” and the amount determined pursuant to the Inventory Review at an individual Pharmacy, which shall automatically be reflected on Schedule A thereafter, the “Inventory Purchase Price”). The cost and expense of the Inventory Service for all purposes hereunder shall be borne solely by the applicable Buyer.

8. Records Transfer; Patient Notification.

(a) The Parties agree that the applicable Seller will engage InfoWerks (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, to such Buyer (or such Buyer’s designee) at least 7 business days prior to the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 7th business day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such

Buyer. If the Record Data is transferred pursuant to this Section 8(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, then the applicable Buyer (and such Buyer's designee, if applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records, and will maintain the Records consistent with all applicable laws related to the retention, use, and access thereof.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor who shall be agreed to by the Parties (the "Third-Party Distributor"), notify each customer of the respective Pharmacies, who has had a prescription filled or refilled at such Pharmacy within the 18-month period prior to the applicable Closing Date, by mailing each of them a letter under such Buyer's signature. The applicable Seller agrees that in no event shall such Seller send letters, any form of incentives or other communications to the respective Pharmacies' customers to solicit or encourage the relocation of such customers' prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers' request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer's prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer's prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer's prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer's prescription records to the applicable Buyer, such Buyer shall immediately transfer such Pharmacy customer's prescription records to the location designated by such Pharmacy customer and shall further purge said Pharmacy customer's prescription records from such Buyer's files except to the extent such Buyer is required by law to retain such Records. The provisions of this Section 8(c) shall survive the applicable Closing Date.

9. Communications.

(a) The Parties agree that no Party shall produce (i) any press releases or other advertising or (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below).

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer in order to comply with federal and state law, including applicable state pharmacy board requirements.

10. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the “HITECH Act”) and the federal regulations (“HIPAA Rules”) published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, “Protected Health Information” shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers’ obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration (“DEA”) and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date, and shall comply with the foregoing laws and regulations to the extent they relate to the transfer of the Purchased Pharmacy Inventory. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 10 shall survive the applicable Closing Date.

11. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding (“RCF”) for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer’s pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller’s service provider’s limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer’s pharmacy as listed in Schedule A, and such message shall continue until

such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies.

(c) Non-Competition. Each Seller, on behalf of itself and its respective parents, subsidiaries and affiliates, provided that any such entity is a parent, subsidiary, or affiliate, as applicable, as of the date of this Agreement, agree not to operate, or permit the operation of, a pharmacy or drug store in any Store after the applicable Closing Date. At the close of business on the day immediately prior to the applicable Closing Date, each Seller shall permanently cease retail pharmacy operations at the respective Pharmacy. The Parties hereby agree that the applicable Seller's covenants herein were a material inducement to the applicable Buyer's entering into this Agreement and that a breach of the provisions of this Section 11(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 11(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 11(c) shall survive the applicable Closing Date.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 11(d).

(e) DSCS Act. The applicable Seller agrees to provide the applicable Buyer with all readily available product tracing information and other information required by the DSCS Act for the Purchased Pharmacy Inventory, including the 3T Documentation. The applicable Seller shall reasonably cooperate and assist the applicable Buyer, in such Buyer's efforts to effect a transfer of such 3T Documentation on the applicable Closing Date. Such cooperation may include the applicable Seller taking such acts as may be reasonably necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any such 3T Documentation on behalf of such Seller, as may be reasonably necessary to facilitate the transfer of all such 3T Documentation to the applicable Buyer.

12. **Seller's Representations and Warranties**. Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business;

(b) subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies;

(c) such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement;

(d) at all times prior to the execution of this Agreement and up to the applicable Closing Date, such Seller has maintained the applicable Purchased Assets and such Seller has operated in compliance with all applicable state and federal laws, rules and regulations;

(e) such Seller has not made an assignment of the applicable Purchased Assets for the benefit of creditors;

(f) such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order;

(g) to such Seller's actual knowledge, the Purchased Assets have been maintained and such Seller has operated in compliance with all applicable laws, rules, and regulations. The prescriptions filled at each Pharmacy have arisen from bona fide, legal transactions and the information included in the Records is accurate in all material respects;

(h) the applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any claim against such Buyer;

(i) this Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under an order of the Bankruptcy Court (i) approving Sellers' entry into this Agreement and the terms and conditions thereof, including pursuant to section 363 of the Bankruptcy Code, and (ii) approving and authorizing Sellers to consummate the sales and transactions contemplated by this Agreement, with such sales to be free and clear of all liens, claims, and encumbrances (collectively, the "Sale Order") and the applicable Buyer is entitled to the rights and protections contained in the Sale Order; and

(j) except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

13. **Buyer's Representations and Warranties**. Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of the each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

14. **Certain Regulatory Matters**.

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and any U.S. state laws, rules and regulations requiring that a governmental body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby ("State Transaction Notification Laws") at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule F, if required, as promptly as practicable, and in any event no later than [REDACTED] following the date hereof. Subject to the other terms of this Section 14, each Party shall (and shall cause their respective affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as applicable

resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 14 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer's written request to the applicable Seller, the Parties shall promptly submit an appropriate response to, and to certify substantial compliance with (if applicable), such request as promptly as practicable following the date of such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 14, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 14, each Party may (1) designate such material as restricted to "outside counsel only" and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Purchased Assets.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

15. **Conditions Precedent.**

(a) **Parties' Conditions.** It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any governmental body to delay consummation of any of the transactions contemplated hereby) shall have expired or been terminated and the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule F) with respect to the applicable Store shall have been satisfied;

(ii) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in a manner not reasonably acceptable to the Parties; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) **Buyer's Conditions.** It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) transfer of the applicable Seller's Record Data to the respective Buyer, as contemplated in Section 8, shall be complete.

(c) **Seller's Conditions.** It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations and warranties of such Buyer contained in Section 13 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 15 to be satisfied if such failure was caused by such party's breach of this Agreement.

16. Indemnification and Related Matters.

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; and (iv) claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement. For the avoidance of doubt, in no event will Sellers (as a group) be required to indemnify, save or hold harmless the Buyers (as a group) on more than one occasion for the same claim.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 12 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

17. Confidentiality. Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law or in connection with pending litigation, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 17 shall survive Closing and shall be binding on the Partys' legal representatives, successors and assigns.

18. **Fiduciary Obligations.**

(a) Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

(b) Without limiting the generality of Section 18(a), any applicable portion of this Agreement may be terminated at any time prior to the respective Closing (which termination, for the avoidance of doubt, shall have no effect on any Closings in respect of any Purchased Assets which shall have occurred prior thereto), by written notice from the applicable Seller to the applicable Buyer, if the applicable Seller, or the board of directors (or similar governing body) of such Seller, determines that proceeding with the transactions contemplated hereby, or failing to terminate the applicable portion of this Agreement, would be inconsistent with its or such person's or body's fiduciary duties.

19. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed, if:

to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas New York, NY 10019-6064
Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com; chopkins@paulweiss.com

to Buyers:

Gopal Sojitra
731 Indian Hill Blvd
Pomona, CA 91767

(with copies, which shall not constitute notice, to):

Herb Wienberg
1990 South Bundy Drive Ste 777
Los Angeles, CA 90025

Jason Tran eXp Commercial – Business Broker
(424) 888-0844
[REDACTED]

20. **Miscellaneous.**

(a) **Risk of Loss.** The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement.

(b) **Assignment; Successors and Assigns.** The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) **Schedules and Exhibits; Entire Agreement.** All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) **Amendment; Waiver.** This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) **Headings; Construction.** The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to “\$” and dollars will be deemed to refer to United States currency, (iv) whenever the words “including”,

“include” or “includes” are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word “or” is not exclusive, (vi) the word “will” will be construed to have the same meaning and effect as the word “shall”, (vii) the words “shall,” “will,” and “agree(s)” are mandatory, and the word “may” is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys’ Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys’ fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party

that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Employment of Pharmacy Employees. The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works. Buyer shall use commercially reasonable efforts to hire the applicable Seller's employees at Stores located in California.

(m) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and.pdf signatures shall be deemed originals for purposes of enforcement.

(n) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(o) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(p) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(q) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 12

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Rite Aid of Pennsylvania, LLC and Rite Aid of New Jersey, Inc. (collectively, “Sellers”), and Jio Pharma Inc d/b/a Trinity Care Specialty Pharmacy and True Script Corp d/b/a A-Plus Pharmacy (each, a “Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets.** The applicable Seller agrees to sell to the applicable Buyer, and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription records, patient records, lists and profiles of the applicable Pharmacy in each case, in the applicable Seller’s possession and readily available for no less than the 3-year period (or such time period mandated by state and federal laws) immediately preceding the respective Closing Date (as defined below), including, prescription hard copies of all patient profiles and electronic patient information related to the prescriptions (collectively, “Records”). The applicable Seller warrants to the applicable Buyer that the applicable Records shall contain, at a minimum, all of the information included in Schedule B and incorporated herein by reference;

(b) i) all items in stock of prescription pharmaceutical inventory of the Pharmacies pursuant to the terms hereof (the “Purchased Pharmacy Inventory”), and (ii) all accompanying transaction history, transaction information, and transaction statements (the “3T Documentation”) as required pursuant to the Drug Supply Chain Security Act (the “DSCS Act”);

(c) to the extent in hard copy format, originals of any and all controlled substance invoices, used DEA 222 forms (blue copies for orders placed or executed originals for received single-page forms, as applicable, with each statement attached), and, to the extent dated within the

2 years prior to the applicable Closing Date, annual controlled substance inventory logs (collectively, the “DEA Documentation”); provided, for the avoidance of doubt, that, to the extent

(d) such materials (i) are in electronic format, (ii) consist of unused DEA 222 forms or blue copies for unaccepted or defective forms, or (iii) are records of controlled substances disposed of, such materials shall be deemed as Excluded Assets and the applicable Seller shall retain such materials; and

(e) such other books and records related to the Pharmacies, if any, in each case, solely to the extent in the applicable Seller’s possession and readily available, and that the Parties may agree should be transferred to the applicable Buyer in order to convey ownership of the Purchased Pharmacy Inventory to the applicable Buyer or to otherwise effectuate the intention of this Agreement.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the “Excluded Assets”), including: (a) front-end store inventory and over-the-counter inventory, (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) store and trade fixtures, furniture and equipment; (d) licenses, permits, contracts and understandings of Sellers; (e) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (f) computer software programs and systems and any web sites; (g) any corporate minute books and the corporate seal of Sellers; and (h) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name “Rite Aid” and all derivatives thereof.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the “Excluded Liabilities”). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy’s operations and compliance prior to the respective Closing Date, including the HIPAA Rules’ privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, unemployment, income, property, sales or other taxes, or otherwise, it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the “Assumed Liabilities”).

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) **Conduct of Business of Sellers.** From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “**Ordinary Course**” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this **Section 4(b).**

5. **Closing; Purchase Price.**

(a) **Closing.** The consummation of the closing of the transactions contemplated hereby with respect to each Store (each, a “**Closing**”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in **Section 15** (other than conditions that by their terms or nature are to be satisfied at each Closing), or such other date as mutually agreed by the Parties (each a “**Closing Date**”); **provided**, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in **Schedule A** with respect to the applicable Store.

(b) **Closing Deliverables.** On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as **Schedule C** (the “**Bill of Sale**”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; **provided** that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Seller shall deliver to the applicable Buyer complete copies of the applicable Seller's 3T Documentation and DEA Documentation, as applicable, as required for the applicable Purchased Pharmacy Inventory;

(v) the applicable Seller shall deliver to the applicable Buyer, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price (as defined below)), signed by a representative of such Seller;

(vi) the applicable Buyer shall deliver to the applicable Seller, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price), signed by a representative of such Buyer; and

(vii) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized office of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. On the applicable Closing Date, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price"); and

(ii) the Inventory Purchase Price (as defined below), which Inventory Purchase Price shall be subject to the cap set forth on Schedule A (the "Inventory Purchase Price Cap"), and subject to Schedule E (including Annex I thereto) (the Inventory Purchase Price, together with the Final Records Purchase Price, the "Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule D and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. **Certain Records Matters and Valuation**

(a)

[REDACTED]

(b)

(i)

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, the “Final Records Purchase Price”.

7. Certain Inventory Matters and Valuation.

(a) The Parties agree that the applicable Buyer will purchase, and the Purchased Assets will include, only those items of inventory that are determined to be Purchased Pharmacy Inventory according to the methods, standards and procedures set forth on Schedule E and that the applicable Buyer will not purchase any Excluded Inventory. Each Seller shall use its reasonable efforts to physically separate all applicable Excluded Inventory from the applicable Purchased Pharmacy Inventory prior to the applicable Closing Date or otherwise ensure that no Excluded Inventory is transferred to any Buyer.

(b) The Parties shall commission WIS International or another mutually acceptable inventory valuation firm (the “Inventory Service”) to conduct a full review and valuation of the Purchased Pharmacy Inventory at the Pharmacies on the day immediately prior to the respective Closing Date using the methods, standards and procedures set forth on Schedule E (such review at an individual Pharmacy, the “Inventory Review” and the amount determined pursuant to the Inventory Review at an individual Pharmacy, which shall automatically be reflected on Schedule A thereafter, the “Inventory Purchase Price”). The cost and expense of the Inventory Service for all purposes hereunder shall be borne solely by the applicable Buyer.

8. Records Transfer; Patient Notification.

(a) The Parties agree that the applicable Seller will engage Infowerks (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry

standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, to such Buyer (or such Buyer’s designee) at least 7 business days prior to the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 7th business day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such Buyer. If the Record Data is transferred pursuant to this Section 8(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, then the applicable Buyer (and such Buyer’s designee, if applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records, and will maintain the Records consistent with all applicable laws related to the retention, use, and access thereof.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor who shall be agreed to by the Parties (the “Third-Party Distributor”), notify each customer of the respective Pharmacies, who has had a prescription filled or refilled at such Pharmacy within the 18-month period prior to the applicable Closing Date, by mailing each of them a letter under such Buyer’s signature. The applicable Seller agrees that in no event shall such Seller send letters, any form of incentives or other communications to the respective Pharmacies’ customers to solicit or encourage the relocation of such customers’ prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers’ request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer’s prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer’s prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer’s prescription records to the applicable Buyer, such Buyer shall immediately transfer such Pharmacy customer’s prescription records to the location designated by such Pharmacy customer and shall further purge said Pharmacy customer’s prescription records from such Buyer’s files except to the extent such Buyer is required by law to retain such Records. The provisions of this Section 8(c) shall survive the applicable Closing Date.

9. Communications.

(a) The Parties agree that no Party shall produce (i) any press releases or other advertising or (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below).

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer in order to comply with federal and state law, including applicable state pharmacy board requirements.

10. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the “HITECH Act”) and the federal regulations (“HIPAA Rules”) published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, “Protected Health Information” shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers’ obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration (“DEA”) and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date, and shall comply with the foregoing laws and regulations to the extent they relate to the transfer of the Purchased Pharmacy Inventory. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 10 shall survive the applicable Closing Date.

11. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding (“RCF”) for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer’s pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such

inability is only as a result of such Seller's service provider's limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer's pharmacy as listed in Schedule A, and such message shall continue until such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies.

(c) Non-Competition. Each Seller, on behalf of itself and its respective parents, subsidiaries and affiliates, provided that any such entity is a parent, subsidiary, or affiliate, as applicable, as of the date of this Agreement, agree not to operate, or permit the operation of, a pharmacy or drug store in any Store after the applicable Closing Date. At the close of business on the day immediately prior to the applicable Closing Date, each Seller shall permanently cease retail pharmacy operations at the respective Pharmacy. The Parties hereby agree that the applicable Seller's covenants herein were a material inducement to the applicable Buyer's entering into this Agreement and that a breach of the provisions of this Section 11(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 11(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 11(c) shall survive the applicable Closing Date.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 11(d).

(e) DSCS Act. The applicable Seller agrees to provide the applicable Buyer with all readily available product tracing information and other information required by the DSCS Act for the Purchased Pharmacy Inventory, including the 3T Documentation. The applicable Seller shall reasonably cooperate and assist the applicable Buyer, in such Buyer's efforts to effect a transfer of such 3T Documentation on the applicable Closing Date. Such cooperation may include the applicable Seller taking such acts as may be reasonably necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any such 3T Documentation on behalf of such Seller, as may be reasonably necessary to facilitate the transfer of all such 3T Documentation to the applicable Buyer.

12. **Seller's Representations and Warranties.** Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business;

(b) subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies;

(c) such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement;

(d) at all times prior to the execution of this Agreement and up to the applicable Closing Date, such Seller has maintained the applicable Purchased Assets and such Seller has operated in compliance with all applicable state and federal laws, rules and regulations;

(e) such Seller has not made an assignment of the applicable Purchased Assets for the benefit of creditors;

(f) such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order;

(g) to such Seller's actual knowledge, the Purchased Assets have been maintained and such Seller has operated in compliance with all applicable laws, rules, and regulations. The prescriptions filled at each Pharmacy have arisen from bona fide, legal transactions and the information included in the Records is accurate in all material respects;

(h) the applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any claim against such Buyer;

(i) this Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under an order of the Bankruptcy Court (i) approving Sellers' entry into this Agreement and the terms and conditions thereof, including pursuant to section 363 of the Bankruptcy Code, and (ii) approving and authorizing Sellers to consummate the sales and transactions contemplated by this Agreement, with such sales to be free and clear of all liens, claims, and encumbrances (collectively, the "Sale Order") and the applicable Buyer is entitled to the rights and protections contained in the Sale Order; and

(j) except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

13. **Buyer's Representations and Warranties.** Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of the each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

14. **Certain Regulatory Matters.**

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and any U.S. state laws, rules and regulations requiring that a governmental body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby ("State Transaction Notification Laws") at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule F, if

required, as promptly as practicable, and in any event no later than [REDACTED] following the date hereof. Subject to the other terms of this Section 14, each Party shall (and shall cause their respective affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as applicable resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 14 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer's written request to the applicable Seller, the Parties shall promptly submit an appropriate response to, and to certify substantial compliance with (if applicable), such request as promptly as practicable following the date of such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 14, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to

the other under this Section 14, each Party may (1) designate such material as restricted to “outside counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Purchased Assets.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

15. Conditions Precedent.

(a) Parties’ Conditions. It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any governmental body to delay consummation of any of the transactions contemplated hereby) shall have expired or been terminated and the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule F) with respect to the applicable Store shall have been satisfied;

(ii) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in a manner not reasonably acceptable to the Parties; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) Buyer’s Conditions. It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) transfer of the applicable Seller's Record Data to the respective Buyer, as contemplated in Section 8, shall be complete.

(c) Seller's Conditions. It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations and warranties of such Buyer contained in Section 13 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 15 to be satisfied if such failure was caused by such party's breach of this Agreement.

16. Indemnification and Related Matters.

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; and (iv) claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement. For the avoidance of doubt, in no event will Sellers (as a group) be required to indemnify, save or hold harmless the Buyers (as a group) on more than one occasion for the same claim.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 12 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

17. Confidentiality. Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the

Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law or in connection with pending litigation, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 17 shall survive Closing and shall be binding on the Partys' legal representatives, successors and assigns.

18. **Fiduciary Obligations.**

(a) Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

(b) Without limiting the generality of Section 18(a), any applicable portion of this Agreement may be terminated at any time prior to the respective Closing (which termination, for the avoidance of doubt, shall have no effect on any Closings in respect of any Purchased Assets which shall have occurred prior thereto), by written notice from the applicable Seller to the applicable Buyer, if the applicable Seller, or the board of directors (or similar governing body) of such Seller, determines that proceeding with the transactions contemplated hereby, or failing to terminate the applicable portion of this Agreement, would be inconsistent with its or such person's or body's fiduciary duties.

19. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed, if:

to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas New York, NY 10019-6064
Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com; chopkins@paulweiss.com

to Buyer:

Jio Pharma Inc

169 Lincoln Highway
Fairless Hills, PA 19030
Attn: Hemang Maisuria
Email: [REDACTED]

20. **Miscellaneous.**

(a) **Risk of Loss.** The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement.

(b) **Assignment; Successors and Assigns.** The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) **Schedules and Exhibits; Entire Agreement.** All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) **Amendment; Waiver.** This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) **Headings; Construction.** The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to "\$" and dollars will be deemed to refer to United States currency, (iv) whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word "or" is not exclusive, (vi) the word "will" will be construed to have the same meaning and effect as the word "shall", (vii) the words "shall," "will," and "agree(s)" are mandatory, and the word "may" is permissive, and (viii) all references to a day or days will be

deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Employment of Pharmacy Employees. The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works. Buyer shall use commercially reasonable efforts to hire the applicable Seller's employees at Stores located in California.

(m) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and.pdf signatures shall be deemed originals for purposes of enforcement.

(n) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(o) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(p) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(q) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may

be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 13

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made this 15th day of May, 2025, by and between **Fred Meyer Stores, Inc. (“Buyer”)** and **Thrifty Payless, Inc. (“Seller”)**.

WHEREAS, Seller operates a retail pharmacy and maintains legend drug inventory, prescription files, equipment and related documentation and information necessary to operate such pharmacy; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the prescription files and related documentation and information of the pharmacies set forth on Exhibit A (**“Pharmacy”**).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer agree as follows:

Article I **Assets**

- 1.1. **Assets Purchased.** Seller shall sell to Buyer and Buyer shall purchase from Seller the following assets (collectively “Assets”): (a) all of the prescription files, patient profiles and other related documentation and information (**“Prescription Files”**) located at the Pharmacy related to prescriptions filled at, or out of, the Pharmacy going back no less than twenty-four (24) months (or such period of time required by federal and state law) prior to the date of each Closing; and (b) any and all additional information, data, documentation necessary to complete this transaction and effectively and legally transfer good and marketable title to the Assets from Seller to Buyer (“Other Assets”).
- 1.2. **Excluded Assets.** Buyer is not purchasing: (a) any front end or pharmaceutical inventory or (b) any accounts receivable generated by Seller at the Pharmacy or any change fund at the Pharmacy.

Article II **Payment**

- 2.1 **Purchase Price.** The purchase price (**“Purchase Price”**) for the Assets of each Pharmacy shall be as set forth on Exhibit A.

Article III **Pre-Closing Matters**

- 3.1. **Conditions to Sale:** The obligation of Buyer to deliver the Purchase Price is conditioned on and subject to the following:
 - (a) Seller shall make the electronic Prescription Files available to an independent third party conversion expert to be selected by Buyer for “formatting” within 48 hours following execution of this Agreement, to allow the third party to test, format and otherwise begin preparation for the transfer of the Prescription Files electronically upon closing of the Pharmacy. The file transfer from Seller to Buyer will be completed electronically on the evening of the Last Day of Business set forth on Exhibit A, so that upon the opening for business at the Buyer’s Receiving Store listed

on Exhibit A on the applicable Closing Date, the Prescription Files will be available to fill prescriptions in a normal manner. The cost of said independent third party's services shall be shared equally by Seller and Buyer.

- (b) Except as otherwise permitted by this Agreement or consented to in writing by Buyer, each Seller shall continue the operation of its applicable retail drugstore until the Closing Date, operating seven (7) days per week during its regular business hours, in the ordinary course and consistent with past practices, and maintain the assets, properties and rights of its business (including, without limitation, the Assets) in at least as good order and condition, and with substantially the same inventory level, as exists on the date hereof. Seller also agrees that any customer, who inquires, regarding the location of their customer file and prescriptions following the Closing Date, will be directed only to Buyer's applicable pharmacy listed on Exhibit A ("Buyer's Location").
- (c) The Closing Date (as defined below) shall occur on the date noted on Exhibit A, unless such date is extended by the mutual written agreement of the parties. Even if the parties mutually agree in writing to extend the Closing Date, but [REDACTED]
[REDACTED]
[REDACTED]
- (d) Buyer shall have no obligation to deliver the Purchase Price in the event Buyer should discover any reasonable basis for concluding that any of Seller's representations and warranties in Article IV, below, are inaccurate, untrue or incomplete.
- (e) From the date of this Agreement until the Closing Date:
 - (1) Seller shall not enter into any contract, purchase order or other commitment directly or indirectly affecting the Assets, except contracts and commitments entered into in the ordinary course of business consistent with past practices; and
 - (2) Seller shall give prompt written notice (but not later than five (5) days after the occurrence thereof) to Buyer of any (i) material adverse change in the business, business prospects, assets, financial condition or results of operation of its business; and (ii) change that would render any representation or warranty made by Seller hereunder untrue or incomplete in any material respect as of the date of such change.
- (f) Intentionally deleted.
- (g) Buyer and Seller agree that neither party shall produce any press releases or other advertising related to this Agreement at any time prior to each Closing Date unless otherwise agreed upon by both parties. Notwithstanding the foregoing, Seller shall comply with any and all federal and state laws regarding the required posting of prominent signs notifying the public that the Prescription Files will be transferred to Buyer.

- (h) The applicable governmental and agency approvals, filings and consents shall have been made, obtained and remain in effect, and any waiting period shall have been terminated or expired.
- 3.2 Buyer waives compliance by Seller with the provisions of any applicable bulk sales law, and Seller agrees to indemnify and hold Buyer harmless from and reimburse Buyer for, any and all claims, liabilities or obligations, including the expense of defense thereof, which Buyer may suffer or incur by virtue of the noncompliance by Seller with such applicable laws.

Article IV
Representations and Warranties

- 4.1. Seller expressly agrees and acknowledges that Buyer shall not be liable for any debts, liabilities or obligations of Seller. There is no lien, litigation, settlement, proceeding or complaint which may adversely affect or impair Seller's title to, or ability to convey the Assets to, Buyer. At all times prior to execution of this Agreement and up to the Closing Date, the Assets have been maintained and Seller has operated in compliance with all applicable state and federal laws, rules and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated pursuant thereto ("HIPAA"). The execution and delivery of this Agreement by Seller and consummation of the transactions contemplated herein will not result in the breach of or acceleration of any other agreement or obligation of Seller, or violate any law, regulation, order, writ, injunction or decree of any court, administrative agency or governmental body.
- 4.2. Seller represents and warrants that it is the owner and has good and merchantable title to all of the Assets.
- 4.3. Seller represents that neither this Agreement nor any rights or obligations undertaken hereunder or any Assets transferred hereunder violates HIPAA, any applicable state privacy law, any written or verbal privacy policy of Seller nor any express or implied agreement between Seller and any customer. No person has on Buyer's behalf made any statement to Seller indicating that Seller should or must not prior to the Closing Date communicate the fact that it will transfer the Prescription Files pursuant to this Agreement. Seller has used its own discretion in determining what non-financial information to give its customers concerning this transaction. Seller will not disclose any financial term of this Agreement or any exhibit to any person, unless authorized by an officer of Buyer in writing.
- 4.4. Seller and Buyer agree that each party is a Covered Entity, or a Hybrid Entity that has designated its Health Care Components a Covered Entity, and is subject to the provisions of HIPAA. Seller warrants and represents that it has maintained and will maintain all required records and documentation in accordance with such provisions. Buyer and Seller agree that Buyer is not required to adhere to, and is not bound by, any patient authorization, request for restriction or request for confidential communication (as those terms are used in HIPAA) agreed to by Seller. Seller may provide notice of this to its customers in a form mutually agreeable to the parties.

On and after the Closing Date and in compliance with HIPAA, Buyer shall be responsible for customer access to Protected Health Information included in the Prescription Files and maintained as part of Buyer's Designated Record Set. Seller shall be responsible for customer access to any Protected Health Information created or received by Seller prior to the Closing Date and maintained as part of Seller's Designated Record Set to the extent such information

is not included in the Prescription Files.

Buyer is not responsible for and shall forward to Seller any request for an accounting of disclosures made by Seller. Seller shall be responsible for responding to the individual making the request. All terms capitalized within these paragraphs and not otherwise defined in this Agreement shall have the same meaning as set forth in HIPAA.

- 4.5. Seller shall indemnify and hold harmless Buyer and its affiliates from and against any loss, liability, damage, fine, penalty or cost (including reasonable attorneys' fees) incurred or suffered as a consequence of any claim arising from, breach of any covenant, warranty or representation by Seller contained in this Agreement, Seller's ownership of the Assets, breach of any privacy law asserted against Buyer arising out of the Assets, the acts or omissions of Seller or any person on Seller's behalf, or events occurring at the Pharmacy or respecting Seller prior to the Closing Date. Buyer shall indemnify and hold harmless Seller and its affiliates from and against any loss, liability, damage, fine, penalty or cost (including reasonable attorneys' fees) incurred or suffered as a consequence of any claim arising from, breach of any covenant, warranty or representation by Buyer contained in this Agreement, Buyer's ownership of the Assets, breach of any privacy law asserted against Seller arising out of the Assets, the acts or omissions of Buyer or any person on Buyer's behalf, or events occurring at the Pharmacy or respecting Buyer on or after to the Closing Date. In no manner, shall the Sellers be held joint and severally liable for any obligation unrelated, as it relates to ownership of, its specific respective actions, representations, and/or Purchased Asset.

4.6. Prescription Volume and Valuation.

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]

- 4.7. Prescriptions. To each Seller's actual knowledge, the Assets described in Article 1 have been

maintained and Seller has operated in compliance with all applicable laws, rules and regulations. The prescriptions filled at each Pharmacy have arisen from bona fide, legal transactions and the information included in the Prescription Files is accurate in all material respects.



Article V
Closing

- 5.1 Closing shall take place on the applicable date noted on Exhibit A (each, the “**Closing Date**”).
- 5.2 Seller’s Closing Deliveries. On or before the Closing Date, Seller shall deliver the following to Buyer: (a) the Prescription Files; and (b) an executed Bill of Sale for the Assets in the form of Exhibit C to this Agreement.
- 5.3 Buyer’s Closing Deliveries. Buyer shall deliver to Seller by wire transfer the Purchase Price within one business (1) day following the Closing Date. Seller’s federal wiring instructions are attached hereto as Exhibit D.
- 5.4 Buyer’s Post-Closing Rights. Commencing on the Closing Date:

(a) (a) 

In no event earlier than the Closing Date, Seller may provide to its customers a letter notifying such customers of the transfer or sale of Prescription Files to Buyer; provided however, Buyer shall approve said letters.

Article VI
Miscellaneous Provisions

- 6.1 The risk of loss or damage to the Assets remains with Seller until Buyer has taken physical possession. All representations and warranties made in this Agreement shall survive Closing

- Date and the passing of title to Buyer. This Agreement is made, delivered in, and shall be governed according to those the laws of the state which the Pharmacy is located.
- 6.2 This Agreement contains the entire agreement between Seller and Buyer with respect to purchase of the Assets described herein, and may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of Seller and Buyer. If any provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.
- 6.3 Except as otherwise permitted by this Agreement, from and after the date of this Agreement Seller and Buyer shall keep this Agreement and the transaction contemplated hereunder confidential except as may be required by law. Following the Closing Date, the Prescription Files and all information in the Prescription Files shall constitute the sole property of Buyer and shall be deemed confidential information of Buyer, and Seller shall not use or disclose any such Prescription Files or any information contained therein except: 1) as required by law or legal process, including, but not limited to, HIPAA; 2) as necessary to resolve any third party claims or outstanding accounts receivable issues; or 3) in connection with pending litigation.
- 6.4 Seller acknowledges that it has given Buyer the right to interview and hire Seller's pharmacy staff, in Buyer's sole discretion.

Exhibit 14

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Rite Aid of New York, Inc. (each, “Seller” and collectively, “Sellers”), and The Golub Corporation (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101–1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets.** The applicable Seller agrees to sell to the applicable Buyer, and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription records, patient records, lists and profiles of the applicable Pharmacy in each case, in the applicable Seller’s possession and readily available for no less than the 3-year period (or such time period mandated by state and federal laws) immediately preceding the respective Closing Date (as defined below), including, prescription hard copies of all patient profiles and electronic patient information related to the prescriptions and all other written or recorded information in any form relating to the operation of the applicable Pharmacy (collectively, “Records”). The applicable Seller warrants to the applicable Buyer that the applicable Records shall contain, at a minimum, all of the information included in Schedule B and incorporated herein by reference;

(b) (i) all items in stock of prescription pharmaceutical inventory of the Pharmacies pursuant to the terms hereof (the “Purchased Pharmacy Inventory”), and (ii) all accompanying transaction history, transaction information, and transaction statements (the “3T Documentation”) as required pursuant to the Drug Supply Chain Security Act (the “DSCS Act”);

(c) to the extent in hard copy format, originals of any and all controlled substance invoices, used DEA 222 forms (blue copies for orders placed or executed originals for received single-page forms, as applicable, with each statement attached), and, to the extent dated within the 2 years prior to the applicable Closing Date, annual controlled substance inventory logs (collectively, the “DEA Documentation”); provided, for the avoidance of doubt, that, to the extent such materials (i) are in electronic format, (ii) consist of unused DEA 222 forms or blue copies for unaccepted or defective forms, or (iii) are

records of controlled substances disposed of, such materials shall be deemed as Excluded Assets and the applicable Seller shall retain such materials; and

(d) such other books and records related to the Pharmacies, if any, in each case, solely to the extent in the applicable Seller's possession and readily available, and that the Parties may agree should be transferred to the applicable Buyer in order to convey ownership of the Purchased Pharmacy Inventory to the applicable Buyer or to otherwise effectuate the intention of this Agreement.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the "Excluded Assets"), including: (a) front-end store inventory and over-the-counter inventory, (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) store and trade fixtures, furniture and equipment; (d) licenses, permits, contracts and understandings of Sellers; (e) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (f) computer software programs and systems and any web sites; (g) any corporate minute books and the corporate seal of Sellers; (h) Sellers' liabilities or debts and (i) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name "Rite Aid" and all derivatives thereof; and (j) all items in stock of prescription pharmaceutical inventory of the Pharmacies and related documentation.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the "Excluded Liabilities"). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy's operations and compliance including, without limitation, all laws related to compliance with applicable state laws and government payor programs, prior to the respective Closing Date, including the HIPAA Rules' privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, unemployment, income, property, sales or other taxes, including, without limitation, any taxes or similar charges on the Purchased Assets and the provisions of any applicable bulk transfer laws or otherwise, it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, Seller will be responsible and pay for any tax or similar charge or assessments on the sale or transfer of the Purchased Assets at the Closing. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the "Assumed Liabilities").

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) Conduct of Business of Sellers. From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b).

5. Closing; Purchase Price.

(a) Closing. The consummation of the closing of the transactions contemplated hereby with respect to each Store (each, a “Closing”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in Section 15 (other than conditions that by their terms or nature are to be satisfied at each Closing), or such other date as mutually agreed by the Parties (each a “Closing Date”); provided, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in Schedule A with respect to the applicable Store.

(b) Closing Deliverables. On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as Schedule C (the “Bill of Sale”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; provided that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Seller shall deliver to the applicable Buyer complete copies of the applicable Seller’s 3T Documentation and DEA Documentation, as applicable, as required for the applicable Purchased Pharmacy Inventory;

(v) the applicable Seller shall deliver to the applicable Buyer, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price (as defined below)), signed by a representative of such Seller;

(vi) the applicable Buyer shall deliver to the applicable Seller, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price), signed by a representative of such Buyer; and

(vii) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized office of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. On the applicable Closing Date, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price"); and

(ii) the Inventory Purchase Price (as defined below), which Inventory Purchase Price shall be subject to the cap set forth on Schedule A (the "Inventory Purchase Price Cap"), and subject to Schedule E (including Annex I thereto) (the Inventory Purchase Price, together with the Final Records Purchase Price, the "Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule D and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. Certain Records Matters and Valuation.

(a)

(b)

(i)

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, the "Final Records Purchase Price".

7. **Certain Inventory Matters and Valuation.**

(a) The Parties agree that the applicable Buyer will purchase, and the Purchased Assets will include, only those items of inventory that are determined to be Purchased Pharmacy Inventory according to the methods, standards and procedures set forth on Schedule E and that the applicable Buyer will not purchase any Excluded Inventory. Each Seller shall use its reasonable efforts to physically separate all applicable Excluded Inventory from the applicable Purchased Pharmacy Inventory prior to the applicable Closing Date or otherwise ensure that no Excluded Inventory is transferred to any Buyer.

(b) The Parties shall commission WIS International or another mutually acceptable inventory valuation firm (the "Inventory Service") to conduct a full review and valuation of the Purchased Pharmacy Inventory at the Pharmacies on the day immediately prior to the respective Closing Date using the methods, standards and procedures set forth on Schedule E (such review at an individual Pharmacy, the "Inventory Review" and the amount determined pursuant to the Inventory Review at an individual Pharmacy, which shall automatically be reflected on Schedule A thereafter, the "Inventory Purchase Price"). The cost and expense of the Inventory Service for all purposes hereunder shall be shared by the applicable Parties.

8. **Records Transfer; Patient Notification.**

(a) The Parties agree that the applicable Seller will engage Two Point Conversions Inc. (the "Data Converter") to extract such Seller's electronic Records from such Seller's systems, in an industry standardized format acceptable to the applicable Buyer (the "Record Data"), and such Seller shall provide such Record Data, to such Buyer (or such Buyer's designee) at least 7 business days prior to the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 7th business day prior to each applicable Closing Date, such Buyer, at its sole discretion, may (i) delay the applicable Closing Date until the Record Data is delivered to such Buyer, or (ii) terminate this Agreement. If the Record Data is transferred pursuant to this Section 8(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, then the applicable Buyer (and such Buyer's designee, if applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records, and will maintain the Records consistent with all applicable laws related to the retention, use, and access thereof.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor selected by the Buyer (the "Third-Party Distributor"), notify each customer of the respective Pharmacies, who has had a prescription filled or refilled at such Pharmacy within the 3-year period prior to the applicable Closing Date, by mailing each of them a letter under such Buyer's signature. The applicable Seller agrees that in no event shall such Seller send letters, any form of incentives or other communications to the respective Pharmacies' customers to solicit or encourage the relocation of such customers' prescription information or files to another store or pharmacy operated by or affiliated with any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers' request. Seller may post

signage at the Store advising of the closure of the Pharmacy, provided that Buyer has had an opportunity to review and approve such signage.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer's prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer's prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer's prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer's prescription records to the applicable Buyer, such Buyer shall immediately transfer such Pharmacy customer's prescription records to the location designated by such Pharmacy customer and shall further purge said Pharmacy customer's prescription records from such Buyer's files except to the extent such Buyer is required by law to retain such Records. The provisions of this Section 8(c) shall survive the applicable Closing Date.

9. **Communications.**

(a) The Parties agree that no Party shall produce (i) any press releases or other advertising or (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below).

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer in order to comply with federal and state law, including applicable state pharmacy board requirements. Sellers' shall provide Buyer with copies of all such notices affecting each Pharmacy.

10. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal regulations ("HIPAA Rules") published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, "Protected Health Information" shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers' obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration,

the Drug Enforcement Administration (“DEA”) and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date, and shall comply with the foregoing laws and regulations to the extent they relate to the transfer of the Purchased Pharmacy Inventory. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement and makes such request in writing. The terms and provisions of this Section 10 shall survive the applicable Closing Date.

11. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding (“RCF”) for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer’s pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller’s service provider’s limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer’s pharmacy as listed in Schedule A, and such message shall continue until such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies.

(c) Non-Competition. Each Seller, on behalf of itself and its respective parents, subsidiaries and affiliates, provided that any such entity is a parent, subsidiary, or affiliate, as applicable, as of the date of this Agreement, agree not to operate, or permit the operation of, a pharmacy or drug store within [REDACTED] of any Store after the applicable Closing Date. At the close of business on the day immediately prior to the applicable Closing Date, each Seller shall permanently cease retail pharmacy operations at the respective Pharmacy. The Parties hereby agree that the applicable Seller’s covenants herein were a material inducement to the applicable Buyer’s entering into this Agreement and that a breach of the provisions of this Section 11(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 11(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 11(c) shall survive the applicable Closing Date.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 11(d).

(e) DSCS Act. The applicable Seller agrees to provide the applicable Buyer with all readily available product tracing information and other information required by the DSCS Act for the Purchased Pharmacy Inventory, including the 3T Documentation. The applicable Seller shall reasonably cooperate and assist the applicable Buyer, in such Buyer's efforts to effect a transfer of such 3T Documentation on the applicable Closing Date. Such cooperation may include the applicable Seller taking such acts as may be reasonably necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any such 3T Documentation on behalf of such Seller, as may be reasonably necessary to facilitate the transfer of all such 3T Documentation to the applicable Buyer.

12. **Seller's Representations and Warranties**. Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business;

(b) subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies;

(c) such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement, the execution and performance of this Agreement does not contravene any other obligations or restrictions to which Seller is bound, and the individual signing below is duly authorized to sign on behalf of such Seller;

(d) at all times prior to the execution of this Agreement and up to the applicable Closing Date, such Seller has maintained the applicable Purchased Assets and such Seller has operated in compliance with all applicable state and federal laws, rules and regulations;

(e) such Seller has not made an assignment of the applicable Purchased Assets for the benefit of creditors;

(f) such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order;

(g) to such Seller's knowledge, after reasonable investigation, the Purchased Assets have been maintained and such Seller has operated in compliance with all applicable laws, rules, and regulations. The prescriptions filled at each Pharmacy have arisen from bona fide, legal transactions and the information included in the Records is complete and accurate in all material respects;

(h) the applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not now, nor will the transactions contemplated under this Agreement render such Seller, "insolvent" as that term is used in the Fraudulent Conveyance Laws. Such

Seller is not engaged in any business or transaction for which property remaining with such Seller constitute “unreasonably small capital” as that term is used in the Fraudulent Conveyance Laws. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any claim against such Buyer;

(i) this Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under the interim or final order entered by the Bankruptcy Court authorizing and approving, among other things, the sale of store closing assets, with such sales to be free and clear of all liens, claims, and encumbrances (collectively, the “Sale Order”) and the applicable Buyer is entitled to the rights and protections contained in the Sale Order; and

(j) except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the applicable Seller, no broker, investment banker, financial advisor or other person is entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

13. **Buyer’s Representations and Warranties.** Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors’ rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

14. **Certain Regulatory Matters.**

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the “HSR Act”) and any U.S. state laws, rules and regulations requiring that a governmental body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby (“State Transaction Notification Laws”) at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule E, if required, as promptly as practicable, and in any event no later than [REDACTED] following the

date hereof. Subject to the other terms of this Section 14, each Party shall (and shall cause their respective affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use commercially reasonable efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use commercially reasonable efforts to as promptly as applicable resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 14 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer's written request to the applicable Seller, the Parties shall promptly submit an appropriate response to, and to certify substantial compliance with (if applicable), such request as promptly as practicable following the date of such written request. Notwithstanding anything in this Agreement to the contrary, the term "commercially reasonable efforts" as used in this Section 14 shall not include agreeing to accept or accepting, and no party hereto shall have any obligation to agree to accept or accept, any proposal or condition by a governmental body that would require a divestiture, disposition, termination, assignment, delegation, holding separate, or other transfer by the Buyer or any of its Affiliates of any properties, assets, operations, or businesses of Buyer or any of its Affiliates to permit the Parties to consummate the transactions contemplated hereby.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 14, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 14, each Party may (1) designate such material as restricted to "outside counsel only" and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately

limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Purchased Assets.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

15. **Conditions Precedent.**

(a) **Parties' Conditions.** It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any governmental body to delay consummation of any of the transactions contemplated hereby) shall have expired or been terminated and the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule F) with respect to the applicable Store shall have been satisfied;

(ii) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in a manner not reasonably acceptable to the Parties; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) **Buyer's Conditions.** It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) successful conversion and transfer of the applicable Seller's Record Data to the respective Buyer in a form that is acceptable to and usable by Buyer, as contemplated in Section 8, shall be complete.

(c) **Seller's Conditions.** It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations and warranties of such Buyer contained in Section 13 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 15 to be satisfied if such failure was caused by such party's breach of this Agreement.

16. **Indemnification and Related Matters.**

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; and (iv) claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement. For the avoidance of doubt, in no event will Sellers (as a group) be required to indemnify, save or hold harmless the Buyers (as a group) on more than one occasion for the same claim.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 12 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

17. **Confidentiality.** Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law or in connection with pending litigation, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 17 shall survive Closing and shall be binding on the Partys' legal representatives, successors and assigns.

18. **Fiduciary Obligations.**

(a) Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right

to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

(b) Without limiting the generality of Section 18(a), any applicable portion of this Agreement may be terminated at any time prior to the respective Closing (which termination, for the avoidance of doubt, shall have no effect on any Closings in respect of any Purchased Assets which shall have occurred prior thereto), by written notice from the applicable Seller to the applicable Buyer, if the applicable Seller, or the board of directors (or similar governing body) of such Seller, determines that proceeding with the transactions contemplated hereby, or failing to terminate the applicable portion of this Agreement, would be inconsistent with its or such person's or body's fiduciary duties.

19. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed, if:

to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com;
chopkins@paulweiss.com

to Buyers:

The Golub Corporation
461 Nott Street
Schenectady, NY 12308
Attn: Scott Guisinger

(with copies, which shall not constitute notice, to):

Edward Townsend
1600 Bausch & Lomb Place
Rochester, NY 14604

20. **Miscellaneous.**

(a) **Risk of Loss.** The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer takes physical possession thereof in accordance with this Agreement.

(b) **Assignment; Successors and Assigns.** The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party

to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) Schedules and Exhibits; Entire Agreement. All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) Amendment; Waiver. This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) Headings; Construction. The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to "\$" and dollars will be deemed to refer to United States currency, (iv) whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word "or" is not exclusive, (vi) the word "will" will be construed to have the same meaning and effect as the word "shall", (vii) the words "shall," "will," and "agree(s)" are mandatory, and the word "may" is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without

limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(j) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, (d) be a successor or accept any liability relating to Seller's participation in any government payor programs, or (e) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(k) Employment of Pharmacy Employees. The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works.

(l) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and.pdf signatures shall be deemed originals for purposes of enforcement.

(m) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(n) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(o) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(p) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 15

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Thrifty Payless, Inc. and Rite Aid of New York, Inc. (each, “Seller” and collectively, “Sellers”), and Brahmaji Valiveti & Praveen Challa (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101-1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and

WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets**. The applicable Seller agrees to sell to the applicable Buyer, and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription records, patient records, lists and profiles of the applicable Pharmacy in each case, in the applicable Seller’s possession and readily available for no less than the 3-year period (or such time period mandated by state and federal laws) immediately preceding the respective Closing Date (as defined below), including, prescription hard copies of all patient profiles and electronic patient information related to the prescriptions (collectively, “Records”). The applicable Seller warrants to the applicable Buyer that the applicable Records shall contain, at a minimum, all of the information included in Schedule B and incorporated herein by reference;

(b) i) all items in stock of prescription pharmaceutical inventory of the Pharmacies pursuant to the terms hereof (the “Purchased Pharmacy Inventory”), and (ii) all accompanying transaction history, transaction information, and transaction statements (the “3T Documentation”) as required pursuant to the Drug Supply Chain Security Act (the “DSCS Act”);

(c) to the extent in hard copy format, originals of any and all controlled substance invoices, used DEA 222 forms (blue copies for orders placed or executed originals for received single-page forms, as applicable, with each statement attached), and, to the extent dated within the 2 years prior to the applicable Closing Date, annual controlled substance inventory logs

(collectively, the “DEA Documentation”); provided, for the avoidance of doubt, that, to the extent such materials (i) are in electronic format, (ii) consist of unused DEA 222 forms or blue copies for unaccepted or defective forms, or (iii) are records of controlled substances disposed of, such materials shall be deemed as Excluded Assets and the applicable Seller shall retain such materials; and

(d) such other books and records related to the Pharmacies, if any, in each case, solely to the extent in the applicable Seller’s possession and readily available, and that the Parties may agree should be transferred to the applicable Buyer in order to convey ownership of the Purchased Pharmacy Inventory to the applicable Buyer or to otherwise effectuate the intention of this Agreement.

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the “Excluded Assets”), including: (a) front-end store inventory and over-the-counter inventory, (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) store and trade fixtures, furniture and equipment; (d) licenses, permits, contracts and understandings of Sellers; (e) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (f) computer software programs and systems and any web sites; (g) any corporate minute books and the corporate seal of Sellers; and (h) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name “Rite Aid” and all derivatives thereof.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the “Excluded Liabilities”). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy’s operations and compliance prior to the respective Closing Date, including the HIPAA Rules’ privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, unemployment, income, property, sales or other taxes, or otherwise, it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the “Assumed Liabilities”).

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal

Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) Conduct of Business of Sellers. From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b).

5. **Closing; Purchase Price.**

(a) Closing. The consummation of the closing of the transactions contemplated hereby with respect to each Store (each, a “Closing”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in Section 15 (other than conditions that by their terms or nature are to be satisfied at each Closing), or such other date as mutually agreed by the Parties (each a “Closing Date”); provided, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in Schedule A with respect to the applicable Store.

(b) Closing Deliverables. On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as Schedule C (the “Bill of Sale”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; provided that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law;

(iv) the applicable Seller shall deliver to the applicable Buyer complete copies of the applicable Seller’s 3T Documentation and DEA Documentation, as applicable, as required for the applicable Purchased Pharmacy Inventory;

(v) the applicable Seller shall deliver to the applicable Buyer, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price (as defined below)), signed by a representative of such Seller;

(vi) the applicable Buyer shall deliver to the applicable Seller, a report of the Inventory Review (which report shall identify the Purchased Pharmacy Inventory and set forth the Inventory Purchase Price), signed by a representative of such Buyer; and

(vii) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized office of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. On the applicable Closing Date, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price"); and

(ii) the Inventory Purchase Price (as defined below), which Inventory Purchase Price shall be subject to the cap set forth on Schedule A (the "Inventory Purchase Price Cap"), and subject to Schedule E (including Annex I thereto) (the Inventory Purchase Price, together with the Final Records Purchase Price, the "Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule D and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. **Certain Records Matters and Valuation.**

(a)

[REDACTED]

(b)

[REDACTED]

(i)

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, the “Final Records Purchase Price”.

7. **Certain Inventory Matters and Valuation.**

(a) The Parties agree that the applicable Buyer will purchase, and the Purchased Assets will include, only those items of inventory that are determined to be Purchased Pharmacy Inventory according to the methods, standards and procedures set forth on Schedule E and that the applicable Buyer will not purchase any Excluded Inventory. Each Seller shall use its reasonable efforts to physically separate all applicable Excluded Inventory from the applicable Purchased Pharmacy Inventory prior to the applicable Closing Date or otherwise ensure that no Excluded Inventory is transferred to any Buyer.

(b) The Parties shall commission WIS International or another mutually acceptable inventory valuation firm (the “Inventory Service”) to conduct a full review and valuation of the Purchased Pharmacy Inventory at the Pharmacies on the day immediately prior to the respective Closing Date using the methods, standards and procedures set forth on Schedule E (such review at an individual Pharmacy, the “Inventory Review” and the amount determined pursuant to the Inventory Review at an individual Pharmacy, which shall automatically be reflected on Schedule A thereafter, the “Inventory Purchase Price”). The cost and expense of the Inventory Service for all purposes hereunder shall be borne solely by the applicable Buyer.

8. **Records Transfer; Patient Notification.**

(a) The Parties agree that the applicable Seller will engage Infoworks (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, to such Buyer (or such Buyer’s designee) at least 7 business days prior to the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 7th business day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such

Buyer. If the Record Data is transferred pursuant to this Section 8(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, then the applicable Buyer (and such Buyer's designee, if applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records, and will maintain the Records consistent with all applicable laws related to the retention, use, and access thereof.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor who shall be agreed to by the Parties (the "Third-Party Distributor"), notify each customer of the respective Pharmacies, who has had a prescription filled or refilled at such Pharmacy within the 18-month period prior to the applicable Closing Date, by mailing each of them a letter under such Buyer's signature. The applicable Seller agrees that in no event shall such Seller send letters, any form of incentives or other communications to the respective Pharmacies' customers to solicit or encourage the relocation of such customers' prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers' request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer's prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer's prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer's prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer's prescription records to the applicable Buyer, such Buyer shall immediately transfer such Pharmacy customer's prescription records to the location designated by such Pharmacy customer and shall further purge said Pharmacy customer's prescription records from such Buyer's files except to the extent such Buyer is required by law to retain such Records. The provisions of this Section 8(c) shall survive the applicable Closing Date.

9. Communications.

(a) The Parties agree that no Party shall produce (i) any press releases or other advertising or (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below).

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer in order to comply with federal and state law, including applicable state pharmacy board requirements.

10. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the “HITECH Act”) and the federal regulations (“HIPAA Rules”) published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, “Protected Health Information” shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers’ obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration (“DEA”) and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date, and shall comply with the foregoing laws and regulations to the extent they relate to the transfer of the Purchased Pharmacy Inventory. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 10 shall survive the applicable Closing Date.

11. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding (“RCF”) for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer’s pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller’s service provider’s limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer’s pharmacy as listed in Schedule A, and such message shall continue until

such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office, and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies.

(c) Non-Competition. Each Seller, on behalf of itself and its respective parents, subsidiaries and affiliates, provided that any such entity is a parent, subsidiary, or affiliate, as applicable, as of the date of this Agreement, agree not to operate, or permit the operation of, a pharmacy or drug store in any Store after the applicable Closing Date. At the close of business on the day immediately prior to the applicable Closing Date, each Seller shall permanently cease retail pharmacy operations at the respective Pharmacy. The Parties hereby agree that the applicable Seller's covenants herein were a material inducement to the applicable Buyer's entering into this Agreement and that a breach of the provisions of this Section 11(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 11(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 11(c) shall survive the applicable Closing Date.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 11(d).

(e) DSCS Act. The applicable Seller agrees to provide the applicable Buyer with all readily available product tracing information and other information required by the DSCS Act for the Purchased Pharmacy Inventory, including the 3T Documentation. The applicable Seller shall reasonably cooperate and assist the applicable Buyer, in such Buyer's efforts to effect a transfer of such 3T Documentation on the applicable Closing Date. Such cooperation may include the applicable Seller taking such acts as may be reasonably necessary, including executing a release or authorization for the benefit of any third parties that are maintaining any such 3T Documentation on behalf of such Seller, as may be reasonably necessary to facilitate the transfer of all such 3T Documentation to the applicable Buyer.

12. **Seller's Representations and Warranties**. Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business;

(b) subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies;

(c) such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement;

(d) at all times prior to the execution of this Agreement and up to the applicable Closing Date, such Seller has maintained the applicable Purchased Assets and such Seller has operated in compliance with all applicable state and federal laws, rules and regulations;

(e) such Seller has not made an assignment of the applicable Purchased Assets for the benefit of creditors;

(f) such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order;

(g) to such Seller's actual knowledge, the Purchased Assets have been maintained and such Seller has operated in compliance with all applicable laws, rules, and regulations. The prescriptions filled at each Pharmacy have arisen from bona fide, legal transactions and the information included in the Records is accurate in all material respects;

(h) the applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any claim against such Buyer;

(i) this Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under an order of the Bankruptcy Court (i) approving Sellers' entry into this Agreement and the terms and conditions thereof, including pursuant to section 363 of the Bankruptcy Code, and (ii) approving and authorizing Sellers to consummate the sales and transactions contemplated by this Agreement, with such sales to be free and clear of all liens, claims, and encumbrances (collectively, the "Sale Order") and the applicable Buyer is entitled to the rights and protections contained in the Sale Order; and

(j) except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

13. **Buyer's Representations and Warranties.** Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of the each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

14. **Certain Regulatory Matters.**

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and any U.S. state laws, rules and regulations requiring that a governmental body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby ("State Transaction Notification Laws") at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule F, if required, as promptly as practicable, and in any event no later than [REDACTED] following the date hereof. Subject to the other terms of this Section 14, each Party shall (and shall cause their respective affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as applicable

resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 14 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer's written request to the applicable Seller, the Parties shall promptly submit an appropriate response to, and to certify substantial compliance with (if applicable), such request as promptly as practicable following the date of such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 14, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 14, each Party may (1) designate such material as restricted to "outside counsel only" and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Purchased Assets.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

15. **Conditions Precedent.**

(a) **Parties' Conditions.** It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable waiting period under the HSR Act (and any extensions thereof, including any agreements with any governmental body to delay consummation of any of the transactions contemplated hereby) shall have expired or been terminated and the applicable waiting period or required approval under the State Transaction Notification Laws (as set forth on Schedule F) with respect to the applicable Store shall have been satisfied;

(ii) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in a manner not reasonably acceptable to the Parties; and

(iii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) **Buyer's Conditions.** It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) transfer of the applicable Seller's Record Data to the respective Buyer, as contemplated in Section 8, shall be complete.

(c) **Seller's Conditions.** It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations and warranties of such Buyer contained in Section 13 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 15 to be satisfied if such failure was caused by such party's breach of this Agreement.

16. Indemnification and Related Matters.

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; and (iv) claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement. For the avoidance of doubt, in no event will Sellers (as a group) be required to indemnify, save or hold harmless the Buyers (as a group) on more than one occasion for the same claim.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 12 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

17. Confidentiality. Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law or in connection with pending litigation, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 17 shall survive Closing and shall be binding on the Partys' legal representatives, successors and assigns.

18. **Fiduciary Obligations.**

(a) Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

(b) Without limiting the generality of Section 18(a), any applicable portion of this Agreement may be terminated at any time prior to the respective Closing (which termination, for the avoidance of doubt, shall have no effect on any Closings in respect of any Purchased Assets which shall have occurred prior thereto), by written notice from the applicable Seller to the applicable Buyer, if the applicable Seller, or the board of directors (or similar governing body) of such Seller, determines that proceeding with the transactions contemplated hereby, or failing to terminate the applicable portion of this Agreement, would be inconsistent with its or such person's or body's fiduciary duties.

19. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed, if:

to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas New York, NY 10019-6064
Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins
Email: mspelman@paulweiss.com; arosenberg@paulweiss.com; aeaton@paulweiss.com; chopkins@paulweiss.com

to Buyers:

Praveen Challa – [REDACTED]
Brahmaji Valiveti – [REDACTED]

20. **Miscellaneous.**

(a) **Risk of Loss.** The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement.

(b) Assignment; Successors and Assigns. The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) Schedules and Exhibits; Entire Agreement. All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) Amendment; Waiver. This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) Headings; Construction. The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to "\$" and dollars will be deemed to refer to United States currency, (iv) whenever the words "including", "include" or "includes" are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word "or" is not exclusive, (vi) the word "will" will be construed to have the same meaning and effect as the word "shall", (vii) the words "shall," "will," and "agree(s)" are mandatory, and the word "may" is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to

establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of

any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Employment of Pharmacy Employees. The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works. Buyer shall use commercially reasonable efforts to hire the applicable Seller's employees at Stores located in California.

(m) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and.pdf signatures shall be deemed originals for purposes of enforcement.

(n) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(o) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(p) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(q) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]

Exhibit 16

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2025 by and between Right Aid of Pennsylvania, LLC, Thrift Drug, Inc., and Eckerd Corporation (each, “Seller” and collectively, “Sellers”), and Weis Markets, Inc., a Pennsylvania corporation (“Buyer” and collectively with the “Buyer Legal Entities” designated on Schedule A, “Buyers”). Sellers and Buyers shall be referred to herein, each a “Party” and together, the “Parties”.

WHEREAS, each licensed pharmacy identified by store number as listed in Schedule A attached hereto (a “Pharmacy”) is owned and operated by the applicable Seller in the applicable store location set forth opposite the applicable Pharmacy listed on Schedule A (each, a “Store”);

WHEREAS, on May 5, 2025, Sellers, together with certain of Sellers’ subsidiaries and affiliates, commenced voluntary cases (the “Bankruptcy Cases”) under 11 U.S.C. §§ 101–1532 in the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”); and WHEREAS, as set forth on Schedule A, the applicable Buyer desires to purchase from the applicable Seller, and the applicable Seller desires to sell to the applicable Buyer, the Purchased Assets (as defined below) upon the terms, covenants and agreements hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, intending to be legally bound, it is hereby mutually agreed by and between Sellers and Buyers as follows:

1. **Purchased Assets.** The applicable Seller agrees to sell to the applicable Buyer, and the applicable Buyer agrees to purchase from the applicable Seller, upon the terms, covenants and agreements hereinafter stated, with respect to the Pharmacies listed in Schedule A, all of the applicable Seller’s right, title, and interest, as of the applicable Closing Date, in and to the following assets relating to each of the applicable Pharmacies (collectively, the “Purchased Assets”):

(a) all prescription records, patient records, lists and profiles of the applicable Pharmacy in each case, in the applicable Seller’s possession and readily available for no less than the 3-year period (or such time period mandated by state and federal laws) immediately preceding the respective Closing Date (as defined below), including, prescription hard copies of all patient profiles and electronic patient information related to the prescriptions (collectively, “Records”). The applicable Seller warrants to the applicable Buyer that the applicable Records shall contain, at a minimum, all of the information included in Schedule B and incorporated herein by reference;

2. **Excluded Assets.** Notwithstanding the provisions of Section 1, the Purchased Assets shall not include any and all assets of the Sellers not included in the Purchased Assets and listed in Section 1 (all such assets, the “Excluded Assets”), including: (a) front-end store inventory and over-the-counter inventory; (b) cash, cash deposits and accounts receivable related to periods ending prior to the applicable Closing Date (including, for the avoidance of doubt, the cash on hand at each Pharmacy); (c) store and trade fixtures, furniture and equipment; (d) licenses, permits, contracts and understandings of Sellers; (e) employee benefit plans, programs or arrangements and all contracts of insurance and governmental enrollments; (f) computer software programs and systems and any websites; (g) any corporate minute books and the corporate seal of Sellers; and (h) all trademarks and trade names of Sellers, whether used in the operation of each Pharmacy or otherwise, including all rights in and to the name “Rite Aid” and all derivatives thereof; and (i) all items in stock of prescription pharmaceutical inventory of the Pharmacies and related documentation.

3. **Excluded Liabilities.** Except as expressly set forth herein, the applicable Buyer shall not assume or be obligated to pay, perform, or otherwise discharge any liability or obligation of the applicable Seller whatsoever, regardless of whether any such liabilities or obligations are absolute or contingent, liquidated, or unliquidated, or otherwise (collectively, the “Excluded Liabilities”). The applicable Seller shall remain liable for their respective Excluded Liabilities, including any obligations arising out of the operation of the Pharmacies prior to the respective Closing Date. Without limiting the generality of the foregoing, in no event shall a Buyer assume (a) any obligations of the applicable Seller under the HIPAA Rules (as defined below) or other applicable laws or regulations, related to Pharmacy’s operations and compliance prior to the respective Closing Date, including the HIPAA Rules’ privacy standard requiring an accounting of certain disclosures of Protected Health Information (as defined below) made by the applicable Seller prior to the respective Closing Date or (b) any type of successor liability as to trade creditors, unemployment, income, property, sales or other taxes, or otherwise, it being understood that all such liabilities are Excluded Liabilities and the applicable Seller agrees to save and hold the applicable Buyer harmless from any claim for the same. For the avoidance of doubt, there are no assumed liabilities by the applicable Buyer, or obligations by the applicable Buyer whatsoever, except with respect to such liabilities associated with or related to the Purchased Assets following the respective Closing Date (such liabilities, the “Assumed Liabilities”).

4. **Certain Matters.**

(a) **Inspection of Purchased Assets.** The applicable Seller shall, prior to the respective Closing Date (at such date and time as the applicable Buyer elects, provided it is during normal Pharmacy business hours), permit the applicable Buyer reasonable access to the Purchased Assets and allow the applicable Buyer to examine and audit the Purchased Assets.

(b) Conduct of Business of Sellers. From the date of this Agreement until the applicable Closing Date, except as otherwise provided in this Agreement or approved in writing by the applicable Buyer (such approval to not be unreasonably withheld, delayed or conditioned), each Seller will use commercially reasonable efforts to carry on and maintain its Pharmacy business at the applicable Store to maintain in the Ordinary Course (i) normal operating hours and staffing levels and (ii) the Purchased Assets. Each Seller shall use commercially reasonable efforts to maintain the prescription volume at the respective Store, and will not remove or transfer any of the Purchased Assets from the respective Store other than in the Ordinary Course. “Ordinary Course” means with respect to an action taken by a person, that such action is substantially consistent with the ordinary and usual course of operations of the business, taken as a whole, taking into account the contemplation, commencement and pendency of the Bankruptcy Cases. Notwithstanding anything herein to the contrary, each Buyer acknowledges that Sellers may be winding down the business at the Stores and as such, the operating hours, inventory and staffing levels may change accordingly and any such changes shall not be deemed a breach of this Section 4(b).

5. Closing; Purchase Price.

(a) Closing. The consummation of the closing of the transactions contemplated hereby with respect to each Store (each, a “Closing”) shall commence no later than [REDACTED] following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the applicable conditions set forth in Section 15 (other than conditions that by their terms or nature are to be satisfied at each Closing), or such other date as mutually agreed by the Parties (each a “Closing Date”); provided, that the applicable Closing Date for a Closing shall not be any earlier than the date listed in Schedule A with respect to the applicable Store.

(b) Closing Deliverables. On each Closing Date:

(i) the applicable Seller shall surrender possession of the applicable Purchased Assets to the applicable Buyer with respect to the applicable Store or Stores;

(ii) the applicable Seller shall execute and deliver to the applicable Buyer a bill of sale, in the form attached hereto as Schedule C (the “Bill of Sale”), conveying to such Buyer complete and unencumbered title to the Purchased Assets to be sold pursuant to this Agreement;

(iii) the applicable Seller shall deliver an IRS Form W-9 duly executed by an authorized officer of such Seller to the applicable Buyer; provided that such Buyer’s sole remedy for the failure to provide any such form shall be to withhold any required amount under applicable law; and

(iv) the applicable Buyer shall deliver an IRS Form W-8 or IRS Form W-9, as applicable, duly executed by an authorized office of such Buyer or Buyer's regarded owner for U.S. federal income tax purposes to the applicable Seller.

(c) Purchase Price. On the applicable Closing Date, the applicable Buyer shall pay to the applicable Seller the amounts listed below by wire transfer of immediately available funds to an account designated by such Seller:

(i) the purchase price listed in Schedule A with respect to the Records (the "Final Records Purchase Price").

(d) Purchase Price Allocation. The Parties agree that the Purchase Price and all other items required by the U.S. Internal Revenue Code of 1986, as amended ("Code") (including, without limitation, the Assumed Liabilities) shall be allocated among the Purchased Assets in accordance with the allocation set forth on Schedule D and made a part hereof (the "Allocation Schedule"). The Parties acknowledge and agree that the Allocation Schedule was prepared in accordance with Section 1060 of the Code and the regulations promulgated thereunder. The Parties agree to file their respective IRS Forms 8594 and all federal, state and local tax returns in accordance with the Allocation Schedule and to not take any action inconsistent with the foregoing unless otherwise required by a final determination within the meaning of Section 1313(a) of the Code.

6. Certain Records Matters and Valuation.

(a)

[REDACTED]

(b)

[REDACTED]

(i)

[REDACTED]

(ii)

(c) The final purchase price determined pursuant to Section 6(b), which shall automatically be reflected on Schedule A thereafter, the “Final Records Purchase Price”.

7. **Records Transfer; Patient Notification.**

(a) The Parties agree that the applicable Seller will engage Two Point (the “Data Converter”) to extract such Seller’s electronic Records from such Seller’s systems, in an industry standardized format acceptable to the applicable Buyer (the “Record Data”), and such Seller shall provide such Record Data, to such Buyer (or such Buyer’s designee) at least 7 business days prior to the applicable Closing Date. If the Record Data is not or cannot be delivered to the applicable Buyer on or before the 7th business day prior to each applicable Closing Date, such Buyer, at its sole discretion, may delay the applicable Closing Date until the Record Data is delivered to such Buyer. If the Record Data is transferred pursuant to this Section 7(a) and the applicable Closing does not occur within 30 days from the date listed in Schedule A with respect to the applicable Store, then the applicable Buyer (and such Buyer’s designee, if applicable) shall appropriately delete or destroy the Record Data. Following the applicable Closing Date, the applicable Buyer agrees that such Buyer will be the custodian of the Records, and will maintain the Records consistent with all applicable laws related to the retention, use, and access thereof.

(b) The applicable Buyer, at its own expense, may on its own, or through the engagement of a qualified vendor who shall be agreed to by the Parties (the “Third-Party Distributor”), notify each customer of the respective Pharmacies, who has had a prescription filled or refilled at such Pharmacy within the 18-month period prior to the applicable Closing Date, by mailing each of them a letter under such Buyer’s signature. The applicable Seller agrees that in no event shall such Seller send letters, any form of incentives or other communications to the respective Pharmacies’ customers to solicit or encourage the relocation of such customers’ prescription information or files to another store or pharmacy operated by any Seller in the same trade area as the Pharmacies; provided, that the foregoing shall not be deemed to prohibit such Pharmacies from providing any notices of their anticipated closure as required under applicable state or federal laws or from transferring prescriptions to other pharmacies at customers’ request.

(c) The applicable Buyer agrees in the event that, prior to the Closing Date, any Seller receives from any Pharmacy customer any objection to the transfer of such Pharmacy customer's prescription records to the applicable Buyer or any instruction from a Pharmacy customer to transfer said Pharmacy customer's prescription records to a pharmacy other than the location to which such Buyer intends to transfer the Records, as applicable, such Seller shall be relieved of its obligation to transfer such Pharmacy customer's prescription records to such Buyer except to the extent that such a transfer is required by law or as necessary for Seller to comply with laws. The applicable Buyer further agrees that in the event a Pharmacy customer objects, after the Closing Date, to the transfer of such Pharmacy customer's prescription records to the applicable Buyer, such Buyer shall immediately transfer such Pharmacy customer's prescription records to the location designated by such Pharmacy customer and shall further purge said Pharmacy customer's prescription records from such Buyer's files except to the extent such Buyer is required by law to retain such Records. The provisions of this Section 8(c) shall survive the applicable Closing Date.

8. **Communications.**

(a) The Parties agree that no Party shall produce (i) any press releases or other advertising or (ii) issue a press release or otherwise publicly disseminate any information concerning this Agreement or the sale of the Purchased Assets, at any time prior to or after each respective Closing Date, unless otherwise agreed upon in writing by the Parties or required in connection with the Bankruptcy Cases, including in accordance with the Sale Order (as defined below).

(b) Notwithstanding anything to the contrary herein, the applicable Seller shall have the right to notify the public (including through posting of signage, mailing of letters or placement of newspaper notices, as applicable) that the Purchased Assets will be transferred to the applicable Buyer in order to comply with federal and state law, including applicable state pharmacy board requirements.

9. **Access to Information.**

(a) After each Closing Date, the applicable Buyer shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act") and the federal regulations ("HIPAA Rules") published at 45 CFR parts 160 and 164 and any applicable state privacy and security laws regarding individually identifiable health information and other applicable laws with respect to the Records, including providing access to such Records to patients and other authorized third parties. For the purposes of this Agreement, "Protected Health Information" shall have the same meaning as such term is defined in 45 CFR 160.103. The applicable Seller acknowledges and agrees that notwithstanding the

foregoing, the applicable Buyer shall not assume any legal obligations or liabilities of the applicable Seller under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made by the applicable Seller prior to the applicable Closing Date. All inquiries, including those relating to patient rights or Sellers' obligations under the HIPAA Rules relating to any uses and disclosures of Protected Health Information made prior to the respective Closing Date shall be forwarded to the applicable Seller or its designated agent for handling.

(b) The Parties shall use reasonable efforts to preserve, in accordance with the applicable record keeping requirements and regulations of Medicare, Medicaid, the Food and Drug Administration, the Drug Enforcement Administration ("DEA") and state pharmacy boards in jurisdictions that the applicable Seller and the applicable Buyer conduct business, all records possessed by such Party relating to the business at the respective Store prior to each Closing Date. To the extent permitted in accordance with the HIPAA Rules and other applicable laws, the applicable Buyer hereby agrees to make available to the applicable Seller, in a form reasonably determined by such Buyer, copies of the Records if, after the respective Closing Date and for a legitimate business or regulatory reason, such Seller requires copies of the Records transferred to such Buyer pursuant to this Agreement. The terms and provisions of this Section 9 shall survive the applicable Closing Date.

10. **Additional Seller Obligations.**

(a) Call Forwarding. Upon each Closing Date, the applicable Seller shall arrange for remote call forwarding ("RCF") for all patients, doctors, and fax telephone lines of the respective Pharmacy to the applicable Buyer's pharmacy as listed in Schedule A, hereto, for a period of no less than 90 days following each respective Closing Date. In the event that the RCF is not enabled on each respective Closing Date, the applicable Seller will activate manual call forwarding until such time that the RCF service is activated. There shall be no charge to a Buyer for such call forwarding services. In the event a Seller is unable to activate manual call forwarding, and such inability is only as a result of such Seller's service provider's limitations, which such Seller shall confirm whether such limitation exists prior to the applicable Closing Date, then such Seller shall immediately disable its standard interactive voice response system message at the respective Pharmacy and replace it with an automated message directing all patients and doctors to contact the applicable Buyer's pharmacy as listed in Schedule A, and such message shall continue until such time as the RCF is enabled. Each Seller shall have the ongoing obligation to establish the automated message described above.

(b) Certain Notifications. Each Seller agrees to comply with all applicable laws and regulations that may relate to its transfer of the Purchased Assets and closure of the Pharmacies. In accordance therewith, each Seller shall, to the extent required by law, notify the appropriate governmental agencies, including the applicable state pharmacy board, the regional DEA office,

and the Bureau of Narcotic Enforcement, of the transfer described herein and closure of the Pharmacies.

(c) Non-Competition. Each Seller, on behalf of itself and its respective parents, subsidiaries and affiliates, provided that any such entity is a parent, subsidiary, or affiliate, as applicable, as of the date of this Agreement, agree not to operate, or permit the operation of, a pharmacy or drug store in any Store after the applicable Closing Date. At the close of business on the day immediately prior to the applicable Closing Date, each Seller shall permanently cease retail pharmacy operations at the respective Pharmacy. The Parties hereby agree that the applicable Seller's covenants herein were a material inducement to the applicable Buyer's entering into this Agreement and that a breach of the provisions of this Section 10(c) may cause irreparable harm to such Buyer where money damages may not be a satisfactory remedy. In that regard, the Parties hereby agree that if the provisions of this Section 10(c) are breached, then the applicable Buyer shall be entitled to pursue all available remedies at law and in equity, including, the right to injunctive relief. The terms and provisions of this Section 10(c) shall survive the applicable Closing Date.

(d) License. The applicable Seller shall surrender the pharmacy license for its respective Pharmacies to the applicable governmental bodies or other authorities within the time period required by law after the applicable Closing Date for such Pharmacies and, upon request of the applicable Buyer, supply evidence thereof to such Buyer. The Parties agree to cooperate and to use commercially reasonable efforts to effectuate the provisions of this Section 10(d).

11. **Seller's Representations and Warranties.** Each Seller covenants, represents, and warrants to the applicable Buyer, as of the date of this Agreement and as of each applicable Closing Date, as follows:

(a) such Seller is a duly organized legal entity, validly existing and in good standing in the state in which the applicable Store is located and in good standing in all other states in which such Seller conducts its business;

(b) subject to the entry of the Sale Order, such Seller has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Seller and constitutes the legal, valid, and binding obligations of such Seller enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies;

(c) such Seller has taken all appropriate action to enable it to perform its obligations under this Agreement;

(d) at all times prior to the execution of this Agreement and up to the applicable Closing Date, such Seller has maintained the applicable Purchased Assets and such Seller has operated in compliance with all applicable state and federal laws, rules and regulations;

(e) such Seller has not made an assignment of the applicable Purchased Assets for the benefit of creditors;

(f) such Seller has good and valid legal title to all of the applicable Purchased Assets and represents and warrants that the applicable Purchased Assets, as of the applicable Closing Date, shall not be subject to any lien, mortgage, or encumbrance, and such Purchased Assets shall be conveyed free and clear of any right, title or interest of any entity or person, in each case in accordance with this Agreement and the Sale Order;

(g) to such Seller's actual knowledge, the Purchased Assets have been maintained and such Seller has operated in compliance with all applicable laws, rules, and regulations. The prescriptions filled at each Pharmacy have arisen from bona fide, legal transactions and the information included in the Records is accurate in all material respects;

(h) the applicable Purchase Price paid by the applicable Buyer constitutes reasonably equivalent value and fair consideration, as those terms are used under 11 U.S.C. Section 548 and other similar laws (collectively, "Fraudulent Conveyance Laws"), for the Purchased Assets. This Agreement is an arm's-length sale transaction. Such Seller is not entering into this Agreement with the intent to hinder, defraud or delay its creditors and the consummation of the transactions contemplated in this Agreement will not constitute a fraudulent transfer or fraudulent conveyance or any act with similar consequences or potential consequences under the Fraudulent Conveyance Laws, or otherwise give rise to any right of any creditor of such Seller whatsoever to assert any claim against any of the Purchased Assets in the hands of the applicable Buyer after the applicable Closing Date, avoid the transactions hereunder, or assert any claim against such Buyer;

(i) this Agreement, the terms and conditions of this Agreement, and the transactions contemplated hereby are authorized or will be authorized under an order of the Bankruptcy Court (i) approving Sellers' entry into this Agreement and the terms and conditions thereof, including pursuant to section 363 of the Bankruptcy Code, and (ii) approving and authorizing Sellers to consummate the sales and transactions contemplated by this Agreement, with such sales to be free and clear of all liens, claims, and encumbrances (collectively, the "Sale Order") and the applicable Buyer is entitled to the rights and protections contained in the Sale Order; and

(j) except for Guggenheim Securities, LLC, the fees and expenses of which will be paid by the such Seller, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with this Agreement or the transactions contemplated hereby.

12. **Buyer's Representations and Warranties.** Each Buyer covenants, represents, and warrants to the applicable Seller, as of the date of this Agreement and as of the each applicable Closing Date, as follows:

(a) such Buyer is a duly organized legal entity, validly existing and in good standing in each state in which such Buyer conducts its business, and holds all required licenses, registrations, and authorizations necessary to conduct its business and to hold the assets acquired from the applicable Seller hereunder;

(b) such Buyer has the requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly and validly authorized, executed, and delivered by such Buyer and constitutes the legal, valid, and binding obligations of such Buyer enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles, and the discretion of courts in granting equitable remedies; and

(c) such Buyer has taken all appropriate action to enable it to perform its obligations under this Agreement.

13. **Certain Regulatory Matters.**

(a) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite obtaining any clearances, consents, approvals, waivers, actions, waiting period expirations or terminations, non-actions or other authorizations under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "HSR Act") and any U.S. state laws, rules and regulations requiring that a governmental body be notified of a transaction in the healthcare industry or any other industries in advance of closing pursuant to which a governmental body may assess the potential anti-competitive effects of the transactions contemplated hereby ("State Transaction Notification Laws") at the earliest practicable dates. The Parties (and their respective affiliates, if applicable) anticipate that each shall submit its respective notifications required under the HSR Act, if applicable, and any State Transaction Notification Laws listed on Schedule F, if required, as promptly as practicable, and in any event no later than [REDACTED] following the date hereof. Subject to the other terms of this Section 13, each Party shall (and shall cause their respective affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and any State Transaction Notification Laws, and shall use reasonable best efforts to, as promptly as practicable and advisable, respond to any requests from a governmental body with respect to the transactions contemplated hereby. The Parties (and their respective affiliates, if applicable) agree to use reasonable best efforts to as promptly as practicable

resolve objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby, and to avoid or eliminate any impediment under the HSR Act or any State Transaction Notification Laws that may be asserted by any governmental body with respect to the transactions contemplated hereby. Subject to the other terms of this Section 13 and without limiting the generality of the foregoing, in the event that the Parties receive any requests for information pursuant to the HSR Act and any State Transaction Notification Laws with respect to the transactions contemplated hereby, at the applicable Buyer's written request to the applicable Seller, the Parties shall promptly submit an appropriate response to, and to certify substantial compliance with (if applicable), such request as promptly as practicable following the date of such written request.

(b) Each Party shall use its reasonable best efforts to (i) cooperate in all respects with each other in connection with resolving such objections, if any, that a governmental body may assert under the HSR Act or any State Transaction Notification Laws with respect to the transactions contemplated hereby; (ii) promptly inform the other Party or its counsel of, and if in writing, furnish such other Party or its counsel with copies of (or, in the case of oral communications, advise such other Party or its counsel of the contents of) any communication received by such Party from, or given by such person to any governmental body in connection with the filings made pursuant to this Section 13, and (iii) promptly keep the other Party or its counsel informed with respect to the status of any applicable submissions and filings to any governmental body in connection with this Agreement and the transactions contemplated hereby and any developments, meetings or discussions with any governmental body in respect thereof, including with respect to (A) the receipt of any non-action, action, clearance, consent, approval, waiver, or other authorizations, (B) the expiration or termination of any waiting period, (C) the commencement or proposed or threatened commencement of any investigation, litigation or administrative or judicial action or proceeding under applicable laws, including any proceeding initiated by a private party, and (D) the nature and status of any objections raised or proposed or threatened to be raised by any governmental body with respect to this Agreement and the transactions contemplated hereby. Neither the applicable Seller nor the applicable Buyer will participate in any substantive meeting or discussion with any governmental body with respect of any such filings, applications, investigations or other inquiries relating to the transactions contemplated hereby without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the governmental body, the opportunity to attend and participate in such meeting or discussion, unless prohibited by such governmental body. The applicable Seller will have the right to review and comment on the content of any draft notifications, formal notifications, filing, submission or other written communication (and any analyses, memoranda, presentations, white papers, correspondence or other written materials submitted therewith) to be submitted to any governmental body in advance of any such submission. Each Party acknowledges that, with respect to any non-public information provided by a Party to the other under this Section 13, each Party may (1) designate such material as restricted to "outside

counsel only” and any such material shall not be shared with employees, officers or directors or their equivalents of the receiving Party without approval of the disclosing Party and (2) make appropriately limited redactions necessary to satisfy contractual confidentiality obligations, preserve attorney-client privilege or protect material relating to the valuation of the Purchased Assets.

(c) All filing fees payable in connection with the filings required under the HSR Act and State Transaction Notification Laws in connection with the transactions contemplated hereby (if any) shall be borne solely by the applicable Buyer.

14. **Conditions Precedent.**

(a) **Parties’ Conditions.** It is agreed that the respective obligations of the Parties under this Agreement to consummate the applicable Closing are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall not have been stayed, reversed or modified in a manner not reasonably acceptable to the Parties; and

(ii) no governmental body or court of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law or order (including any temporary restraining order or preliminary or permanent injunction) that is in effect and does restrain, enjoin, or otherwise prohibit or make illegal the transactions contemplated hereby with respect to the applicable Closing Date.

(b) **Buyer’s Conditions.** It is agreed that the respective obligations of the applicable Buyer under this Agreement to consummate the applicable transactions contemplated hereby are strictly contingent upon and subject to the satisfaction of each of the following conditions precedent on or before the applicable Closing Date:

(i) the applicable Seller has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Seller by it at or prior to the applicable Closing Date and each of the representations and warranties of such Seller contained in Section 11 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date; and

(ii) the applicable Seller has delivered the applicable Buyer with a signed counterpart to the applicable Bill of Sale;

(iii) transfer of the applicable Seller's Record Data to the respective Buyer, as contemplated in Section 7, shall be complete.

(c) Seller's Conditions. It is agreed that the respective obligations of each Seller under this Agreement are strictly contingent upon and subject to the satisfaction of the following condition precedent on or before the applicable Closing Date:

(i) the applicable Buyer has performed and complied in all material respects with all agreements, covenants and obligations contained in this Agreement that are required to be performed or complied with by such Buyer by it at or prior to the applicable Closing Date and each of the representations and warranties of such Buyer contained in Section 12 of this Agreement with respect to the applicable Stores shall be true and correct in all material respects on the applicable Closing Date as though made on such date.

(d) Frustration of Closing Conditions. No Party may rely on the failure of any condition set forth in this Section 14 to be satisfied if such failure was caused by such party's breach of this Agreement.

15. Indemnification and Related Matters.

(a) From and after the applicable Closing, the applicable Seller shall indemnify and save and hold the applicable Buyer harmless (including reasonable attorneys' fees and costs) from and against any (i) breach by such Seller of any of its representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller hereunder; (ii) liability of such Seller with respect to the Purchased Assets arising prior to the applicable Closing Date; (iii) any claim by any creditor of such Seller or any third party related to the Purchased Assets arising prior to the applicable Closing Date; and (iv) claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorneys' fees and costs) arising out of the negotiation and execution of this Agreement. For the avoidance of doubt, in no event will Sellers (as a group) be required to indemnify, save or hold harmless the Buyers (as a group) on more than one occasion for the same claim.

(b) If, prior to any applicable Closing, a Seller is found to have breached any of such Seller's representations, warranties, covenants, agreements or obligations in this Agreement or any agreement or document required to be delivered by such Seller, or if any of Seller's representations and warranties contained in Section 11 are found not to be true, then the applicable Buyer, in addition to any remedies at law or in equity, may terminate the respective portion of this Agreement attributed to such Buyer and Seller, by notice to such Seller, and upon such termination, no Party shall have any other or further liability to the other Parties, provided, however, that any such termination shall not affect, and this Agreement will remain in full force and effect with respect to, Stores for which Closing may have occurred prior to such termination.

16. **Confidentiality.** Prior to any applicable Closing, a Seller shall keep all information about the Purchased Assets confidential both before and after the transfer thereof (except that such Seller may release to individual customers any records belonging to said customer upon the customer's request). The applicable Seller shall have absolutely no right to use any of the Purchased Assets after the transfer thereof to the applicable Buyer, except as may be required by law or in connection with pending litigation, third party claims or resolving outstanding accounts receivable, or other reasonable purpose provided that (a) such information is used only for the limited purposes specified herein, and (b) access to such information is at such Buyer's store at such times and under such supervision as such Buyer deems appropriate. The provisions of this Section 16 shall survive Closing and shall be binding on the Partys' legal representatives, successors and assigns.

17. **Fiduciary Obligations.**

(a) Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require the applicable Seller or any of its managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable law. For the avoidance of doubt, the applicable Seller retains the right to pursue any transaction or restructuring strategy that, in such Seller's business judgment, will maximize the value of its estates or is otherwise a higher or better offer for the applicable Purchased Assets.

(b) Without limiting the generality of Section 17(a), any applicable portion of this Agreement may be terminated at any time prior to the respective Closing (which termination, for the avoidance of doubt, shall have no effect on any Closings in respect of any Purchased Assets which shall have occurred prior thereto), by written notice from the applicable Seller to the applicable Buyer, if the applicable Seller, or the board of directors (or similar governing body) of such Seller, determines that proceeding with the transactions contemplated hereby, or failing to terminate the applicable portion of this Agreement, would be inconsistent with its or such person's or body's fiduciary duties.

18. **Notices.** All notices hereunder shall be in writing and sent by U.S. certified or registered mail, postage prepaid, addressed, if:

to Sellers:

c/o New Rite Aid, LLC
200 Newberry Commons
Etters, PA 17319
Attn: Legal Department

(with copies, which shall not constitute notice, to):

Paul, Weiss, Rifkind, Wharton & Garrison LLP

1285 Avenue of the Americas

New York, NY 10019-6064

Attn: Megan Spelman; Andrew N. Rosenberg; Alice Belisle Eaton; Christopher Hopkins

Email: mspelman@paulweiss.com; arosenberg@paulweiss.com;
aeaton@paulweiss.com; chopkins@paulweiss.com

to Buyers:

Weis Markets, Inc.

1000 South Second Street

Sunbury, PA 17801

Nick Cicco, Vice President, Pharmacy

Email: [REDACTED]

(with copies, which shall not constitute notice, to):

Weis Markets, Inc.

1000 South Second Street

Sunbury, PA 17801

Attn: John F. O'Hara, SVP of Legal Affairs & Real Estate

Email: [REDACTED]

19. **Miscellaneous.**

(a) **Risk of Loss.** The risk of loss or damage to the Purchased Assets shall be upon the applicable Seller until the applicable Buyer receives physical possession thereof in accordance with this Agreement.

(b) **Assignment; Successors and Assigns.** The applicable Buyer shall have the absolute right to assign this Agreement or any of its respective rights or obligations hereunder or designate another party to take title to all or any of the Purchased Assets, as applicable, subject to the consent of the applicable Seller (such consent to not be unreasonably withheld, delayed or conditioned). If requested by the applicable Buyer, the applicable Seller shall cooperate by giving such Buyer written acknowledgement of any notice of such assignment. The applicable Seller may not assign this Agreement, or any rights or obligations hereunder, without the written consent of the applicable Buyer. This Agreement shall bind and inure to the benefit of the Parties and, subject to the foregoing, their respective successors and assigns.

(c) **Schedules and Exhibits; Entire Agreement.** All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference for all

purposes of this Agreement. This Agreement and the agreements, exhibits, schedules and certificates referred to herein or delivered pursuant hereto constitute the entire agreement between the Parties with respect to the purchase and sale of the Purchased Assets and supersede all prior offers, negotiations, agreements and understandings, whether oral or written, between the Parties and may only be modified by a writing executed by both Parties.

(d) Amendment; Waiver. This Agreement may not be amended, modified, or supplemented in any manner except by an agreement in writing signed by authorized representatives of each of the applicable Buyer and the applicable Seller. No covenant, term or condition, or breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any claim of the breach of any covenant, term or condition of this Agreement shall not be deemed a waiver of any other covenant, term or condition herein.

(e) Headings; Construction. The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning or interpretation of this Agreement. Unless the context clearly requires otherwise, (i) words denoting any gender will include all genders, including the neutral gender, (ii) where a word is defined herein, references to the singular will include references to the plural and vice versa, (iii) all references to “\$” and dollars will be deemed to refer to United States currency, (iv) whenever the words “including”, “include” or “includes” are used in this Agreement, they shall be interpreted in a nonexclusive manner, (v) the word “or” is not exclusive, (vi) the word “will” will be construed to have the same meaning and effect as the word “shall”, (vii) the words “shall,” “will,” and “agree(s)” are mandatory, and the word “may” is permissive, and (viii) all references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(f) Severability. If any term or provision of this Agreement shall be deemed invalid, illegal or unenforceable in any respect or in any jurisdiction, the validity, legality and enforceability of the Agreement in all other respects and other jurisdictions shall not in any way be impaired or be affected thereby.

(g) Further Assurances. Each Party will, and will cause its respective affiliates to, cooperate in good faith with the other Party and, from time to time, do and perform such additional acts and execute and deliver such additional documents, instruments, conveyances and assurances as may be required by applicable governmental rules or reasonably requested by any Party to establish, maintain or protect its rights and remedies or to effect the intents and purposes of this Agreement. Without limiting the generality of the foregoing, each Party agrees to endorse, if necessary, and deliver to the other, promptly after its receipt thereof, any Purchased Assets, payment, or document which it receives after any Closing Date and which is the property of the other.

(h) Survival of Terms. All of the provisions of this Agreement which impose continuing or new obligations or liabilities on the applicable Seller or the applicable Buyer, as applicable, after the Closing Date shall survive the applicable date and the delivery of the Purchased Assets to such Buyer. Without limiting the foregoing, all representations, warranties and indemnities shall all survive each Closing Date and the delivery of the Purchased Assets to each Buyer.

(i) Specific Performance. Each Party hereby acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties shall be entitled to an injunction to prevent any breach of any provision of this Agreement (including, the obligation of a Party to consummate a Closing) and to enforce specifically any provision of this Agreement (including, the obligation of a Party to consummate a Closing), in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security. Each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement by any other Party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches of, or to enforce compliance with, the covenants and obligations of the Parties under this Agreement.

(j) Attorneys' Fees. If either Party takes legal action in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such legal action shall be borne by the non-prevailing party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing party will be the party that is awarded judgment as a result of trial or arbitration, or the party that receives a payment of money from the other party in settlement of claims asserted.

(k) No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable law (including pursuant to the Sale Order), upon the respective Closing Date, the applicable Buyer shall not be deemed to: (a) be the successor of any Seller, (b) have, de facto, or otherwise, merged with or into any Seller, (c) be a mere continuation or substantial continuation of any Seller or the enterprise(s) of any Seller, or (d) be liable or have any liability for any acts or omissions of any Seller in the conduct of their businesses or arising under or related to the Purchased Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that the applicable Buyer shall have no liability for any encumbrance against any Seller or any Seller's predecessors or affiliates, and such Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the respective Closing Date or in connection with the transactions contemplated to occur on the respective Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the business of

any Seller, the Purchased Assets or any liability of any Seller arising prior to, or relating to any period occurring prior to, the respective Closing Date.

(l) Employment of Pharmacy Employees. The applicable Seller acknowledges that the applicable Buyer shall have the right to interview and, following [REDACTED], hire such Seller's current employees at its respective Pharmacies, in such Buyer's sole discretion. Such interviews shall be conducted outside such employees' work shifts with the applicable Seller and in a manner that would not reasonably be expected to materially disrupt the ordinary course of business at such Pharmacies, in each case as advised by such employees. For the avoidance of doubt, the applicable Buyer may not hire any of the applicable Seller's employees with a start date prior to the applicable Closing Date for the Store where such employee works. Buyer shall use commercially reasonable efforts to hire the applicable Seller's employees at Stores located in California.

(m) Counterparts; Electronic Signatures. This Agreement may be executed by two or more counterparts and once so executed by the Parties, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute one agreement. Facsimile and pdf signatures shall be deemed originals for purposes of enforcement.

(n) Third-Party Beneficiaries. Nothing in the Agreement will be construed to confer any right, benefit or remedy upon any individual or entity that is not a Party or a permitted assignee of a Party, except as otherwise expressly set forth in this Agreement.

(o) Waiver of Jury Trial. The Parties waive to the fullest extent permitted by law, trial by jury in any action, proceeding or counterclaim brought by any of such Parties against the other with respect to any matter whatsoever arising out of or in any way connected with this Agreement.

(p) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware for which any dispute may arise, including all matters of construction, validity performance and enforcement.

(q) Venue. Each of the Parties irrevocably agrees that any action of any kind that may be based upon, arising out of, or related to this Agreement will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validity taken or (b) if the Bankruptcy Court is unwilling or unable to hear such action, in the Court of Chancery of the State of Delaware.

[Signature Pages Follow]