

**CENTRAL BILLING AGREEMENT**  
between American Greetings Corporation (AG)

EXHIBIT A

FLEMING COMPANIES, INC. (Fleming)  
OKLAHOMA CITY, OKLAHOMA

and Undersigned Customer (Customer)

Customer does hereby agree to participate in the AG Central Billing program on the terms and conditions that follow:

1. Only those suppliers who have entered into this Central Billing Agreement are eligible to participate in the Central Billing Program.
2. AG will grant Fleming a Billing Discount of 3% of the invoiced gross amount, plus a further discount of 2% of the invoiced gross amount if AG is paid within 30 days of the date of the AG invoice to Fleming. The billing discount will be shown on the master statement to Customer.
3. AG will send Master Billing (Statement) monthly. The Statement will contain all items not previously billed that are in AG's system on date of the Statement. An original and duplicate copy of items on the Statement will be included.
4. Customer agrees to supply to AG updated lists of all member stores participating in this program. If any member store becomes ineligible by Customer to participate in this program for whatever reason, the Fleming central paying office must give AG written notice of the member store's ineligibility and such notice shall be effective as of receipt of same by AG.
5. Additional items per attachment "A" are incorporated herein by reference.

AG will service all "Forget-Me-Not" card displays with its part-time merchandisers on a regular basis.

Fleming agrees to assist AG in the sale of AG Forget-Me-Not cards by:

1. Giving a letter of recommendation to be carried by AG sales personnel in soliciting their accounts.
2. Supplying up-to-date Fleming customer and membership lists. (These to be kept in confidence).
3. Mailing to Fleming customers and members, selected flyers supplied by AG regarding display units and seasonal promotions.
4. Having Fleming supervisory and sales personnel promote AG products whenever feasible.

Accepted for  
American Greetings Corporation  
One American Rd.  
Cleveland, OH 44144

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Accepted for  
Fleming Companies, Inc.  
Okahoma City, Oldahoma

By: Mike Rose  
Title: Director General Merchandise  
Date: 5/15/95

# FLEMING COMPANIES, INC./AG CENTRAL BILL AGREEMENT

## ATTACHMENT A

1. **Discounts and Allowances.** In addition to the Billing Discounts in paragraph 2. of the Central Billing Agreement, AG agrees to grant Fleming, and Fleming, in turn, agrees to grant Customer the following discounts and allowances:
  - a. **Advertising Allowance.** A quarterly advertising allowance of 5% of the net purchases by Customer of everyday and seasonal cards, alternative cards and everyday gift wrap, creditable within thirty (30) days of the end of each calendar quarter. Fleming will provide the required proof of performance for participating member's stores in accordance with AG's standard printed Advertising Allowance Agreement.
  - b. **New Store Discount.** An annual opening order discount of \$150 per linear foot on the total footage for each new store that agrees to a five year contract and participates in this Central Bill Agreement.
  - c. **Competitive Inventory Allowance.** A competitive inventory allowance of \$150 per linear foot of non-AG inventory for each existing, newly constructed or acquired Fleming member store that is not carrying AG cards when it executes this Agreement and purchases AG cards exclusively.
2. **Volume Discount.** An annual volume discount on AG net receipts from all Fleming purchases from AG, Acme Frame, Wilhold and Plus Mark, creditable by AG and the respective subsidiary within 60 days of the end of each calendar year:

### NET RECEIPTS:

### % DISCOUNT:

\$0.00 - \$1.0 million	2.5%
\$1.0 million - \$2.0 million	3.0%
\$2.0 million - \$3.0 million	3.5%
\$3.0 million - \$4.0 million	4.0%
\$4.0 million - \$5.0 million	4.5%
\$5.0 million - \$6.0 million	5.0%
\$6.0 million - \$7.0 million	5.5%
\$7.0 million - \$8.0 million	6.0%
\$8.0 million - \$9.0 million	6.5%
\$9.0 million - \$10.0 million	7.0%
\$10.0 million - \$11.0 million	7.5%
\$11.0 million - \$12.0 million	8.0%
\$12.0 million - \$13.0 million	8.5%
\$13.0 million and over	9.0%