

AGREEMENT

This Agreement ("Agreement") is made by and between Lancaster Bingo Company, LLC (Lancaster Bingo) and the Attorney General of Ohio (Lancaster Bingo and the Attorney General, the "parties"). In consideration of the mutual promises expressed herein, and with intent to be legally bound, the parties agree as follows:

A. Facts

1. The Attorney General is responsible for the administration and enforcement of Ohio Revised Code Chapter 2915 ("R.C. Chapter 2915") and the rules adopted thereunder in several chapters of Ohio Administrative Code 109:1 ("O.A.C. 109:1"), which regulate the conduct of charitable bingo in the State of Ohio.
2. Lancaster Bingo is a Licensed Bingo Distributor in the State of Ohio under license no.: D-01002.
3. From 2024 to 2026, Lancaster Bingo made sales to twenty charitable organizations, who, at the time of the sale, did not have the correct license type to purchase the bingo materials at issue, thus violating Ohio Revised Code § 2915.081(E)(1).
4. Lancaster Bingo did not physically inspect the organizations' licenses at the time of sale.
5. Upon learning of the improper sales from the Attorney General, Lancaster Bingo cooperated with the Attorney General and, after an internal investigation, reported additional sales that it made to customers.
6. On May 28, 2025, Lancaster Bingo entered into a Settlement Agreement with the Attorney General for violations of R.C. 2915 (hereafter "the Settlement Agreement").
7. Paragraphs 15 and 16 of the Settlement Agreement stated that "Lancaster Bingo agrees to comply with all state and federal laws related to charitable gaming. . ." and "Lancaster Bingo agrees to fully abide by the requirements of R.C. Chapter 2915 and O.A.C. 109:1."
8. The sale of bingo materials to two of the organizations, occurred after the execution of the Settlement Agreement and constitute breaches thereof.
9. The parties desire to resolve their disagreements without proceedings under R.C. Chapter 119.

B. Promises of Lancaster Bingo

10. Lancaster Bingo will pay the Attorney General \$10,000 (ten thousand dollars and zero cents) as a civil penalty (the "Penalty").

11. Lancaster Bingo shall additionally disgorge all proceeds from the improper sales to the Attorney General (the "Disgorgement"). The Penalty and Disgorgement shall be paid by wire transfer with receipt acknowledged, or by cashier's check or money order, payable to "Treasurer, State of Ohio" and delivered to:

Ohio Attorney General
Charitable Law Section
Attn: Chief Accountant
30 E. Broad St., 25th Floor
Columbus, OH 43215

Civil Penalty and Disgorgement amounts shall be deposited in accordance with R.C. 109.112 into the AGO Court Order and Settlement Fund for transfer, upon the Attorney General's request, to the Charitable Law Fund established under R.C. 109.32.

12. The Penalty and Disgorgement shall be paid within three business days of the Effective Date of this Agreement. Within one business day of receiving notice that Lancaster Bingo intends to pay the Penalty and Disgorgement by wire transfer, the Attorney General shall provide to counsel wire transfer instructions. The Attorney General shall deposit the Penalty into the charitable law fund established under R.C. 109.32.

13. If Lancaster Bingo fails to comply with the payment requirements in this Agreement, then the Attorney General may certify any and/or all unpaid balances to the Ohio Attorney General's Collections Enforcement Section ("Collections") for collection. In the event of certification, Lancaster Bingo agrees to pay additional collection costs assessed by Collections in accordance with R.C. 131.02(A) equal to the amounts charged pursuant to R.C. 109.09 and 109.081 for the cost of certification and the use of Special Counsel for the collection of the debt. Interest shall also be charged upon certification in accordance with R.C. 131.02(D). Nothing in this paragraph shall be construed to limit the Attorney General's discretion or authority to pursue any other available remedy.

31. Additionally, Lancaster Bingo will agree to a suspended civil penalty of \$50,000 (fifty thousand dollars and zero cents). This penalty shall be suspended on the condition that Lancaster Bingo conducts no sales to Ohio charitable organizations not possessing the proper license type for the bingo supplies sold for two years from the signing date. If the Attorney General seeks to enforce this suspended civil penalty, Lancaster Bingo shall be given due notice and an opportunity to respond prior to the imposition of the civil penalty. Upon the passage of the two years from the signing date, the suspended penalty shall be waived.

C. Promises of the Attorney General

15. Upon full satisfaction of Lancaster Bingo's obligations under this agreement, the Attorney General will pursue no further enforcement action against Lancaster Bingo regarding transactions made with organizations without proper license types for the years 2024, 2025, and

up to May 31, 2026.

D. Additional Assurances and Agreements of the Parties

16. By signing this Agreement and subject to paragraph 15 herein, the Attorney General reserves and is not waiving any rights he has to conduct further investigations of Lancaster Bingo's bingo activities and to take necessary action against Lancaster Bingo for violations of R.C. Chapter 2915 or O.A.C. 109:1 not currently known by the Ohio Attorney General's Office.

17. Lancaster Bingo agrees to comply with all state and federal laws related to charitable gaming, and to fully cooperate with all state and federal authorities conducting investigations of Lancaster Bingo's operations.

18. Lancaster Bingo agrees to fully abide by the requirements of R.C. Chapter 2915 and O.A.C. 109:1.

19. This Agreement constitutes the entire agreement and understanding of the parties concerning the Facts stated above and is binding upon the parties, any and all successors, subsidiaries, agents, employees, or representatives of the parties.

20. The parties acknowledge that they have been given an opportunity to be advised by legal counsel as to the meaning and effect of each provision of this Agreement and that they have elected of their own free will and accord to enter into this Agreement.

21. This Agreement is entered into by both parties and may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. It shall be considered binding and effective upon the date of the last signature of all requisite parties and individuals ("Effective Date").

22. Each individual signing below represents that he or she is authorized and directed to sign this agreement on behalf of the party represented and further represents that he or she has the requisite authority to bind the party on behalf of whom they are signing.

WHEREFORE, the undersigned have executed this Agreement on the dates and by their signatures below.

Lancaster Bingo Company, LLC

By
2026



on July 23

Jennifer Gehrlein

Chief Legal Officer and Secretary

ANDY WILSON, OHIO ATTORNEY GENERAL

By  on 07/28, 2026

Daniel W. Fausey

Section Chief
Charitable Law Section
30 E. Broad St., 25th Fl.
Columbus, OH 43215