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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made by and between Dr. Chee Chee Rose, Chee Chee Rose Ministries ("CCRM"), 902 Crawford Street, Middletown Ohio 45044, Butler County and the Ohio Attorney General ("Attorney General"), for the purpose of resolving outstanding issues regarding CCRM's 2010 and 2011 Charitable Bingo Applications. Together, the Attorney General, Dr. Chee Chee Rose and CCRM are referred to hereinafter as "the parties."

1. WHEREAS, the Attorney General is responsible for the administration and enforcement of Ohio Revised Code Chapter 2915, and the Ohio Administrative Code Rules adopted thereunder, that regulate the conduct of charitable bingo in the State of Ohio;
2. WHEREAS, CCRM applied for 2010 and 2011 Charitable Bingo Licenses;
3. WHEREAS, on February 23, 2011 the Attorney General sent a Notice of Intent to Reject CCRM's 2010 and 2011 Charitable Bingo Applications alleging violations of Ohio Revised Code Chapter 2915;
4. WHEREAS, CCRM requested a hearing and an initial hearing date was set for March 24, 2011. That hearing date was continued by agreement of the parties and rescheduled for June 23 and 24, 2011. Again, by agreement of the parties, the hearing date was continued for September 13 and 14, 2011;
5. WHEREAS, Dr. Chee Chee Rose and CCRM deny each and every allegation contained in this Settlement Agreement and in the Attorney General's Notice of Intent to Reject;


NOW THEREFORE, in consideration of the mutual promises herein expressed, and with intent to be legally bound, the parties agree as follows:

6. The Parties agree that CCRM may continue to conduct Types I, II and III bingo and instant bingo in accordance with the dates and times permitted by CCRM's 2011 Temporary Permit until December 31, 2011. After December 31, 2011, CCRM agrees to no longer conduct Types I, II and III bingo and instant bingo and agrees not to apply for any license to conduct Types I, II and III bingo in the future.
7. Dr. Chee Chee Rose agrees not to conduct, operate, volunteer, consult or work in any capacity for any charitable bingo game, including bingo and instant bingo, occurring after December 31, 2011.


- 8. In return for Dr. Chee Chee Rose and CCRM's execution of and compliance with this Settlement Agreement, the Attorney General will withdraw his Notice of Intent to Reject CCRM's 2010 and 2011 charitable bingo applications and agrees not to file any action against Dr. Chee Chee Rose or CCRM arising from the facts alleged in the February 23, 2011 Notice of Intent to Reject and any facts known to the Attorney General up until the date of this Settlement Agreement. However, should Dr. Chee Chee Rose or CCRM fail to comply with the terms of this Settlement Agreement, the Attorney General may consider the facts alleged in the February 23, 2011 Notice of Intent to Reject or any other facts and may file any action arising from those facts or any other facts, and seek all and any remedies permitted by law or equity. The Attorney General does not waive his right to pursue any other facts or allegations not presently known;
- 9. This Settlement Agreement is binding upon the parties, any and all successors, assigns, subsidiaries, agents, employees, or representatives of the parties or any other affiliates. Any breach of this Settlement Agreement by Dr. Chee Chee Rose or CCRM will discharge the Attorney General from any obligations under the terms of this Settlement Agreement, but will not discharge Dr. Chee Chee Rose or CCRM from any obligation they have under this Settlement Agreement;
- 10. Any violation of this Settlement Agreement by Dr. Chee Chee Rose or CCRM will be prima facie evidence of violations of Chapter 2915 of the Ohio Revised Code in any future administrative proceeding for rejection of a bingo license application or revocation of a bingo license;
- 11. This Settlement Agreement resolves all claims between the parties related to the facts and allegations contained in the February 23, 2011 Notice of Intent to Reject;
- 12. The parties have read and understand this Settlement Agreement and have entered into same knowingly, voluntarily, and with the opportunity to gain advice of counsel;
- 13. This Settlement Agreement is entered into by all 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;

IN WITNESS WHEREOF, the parties to this Settlement Agreement have executed it and/or caused it to be executed by their duly authorized representatives:

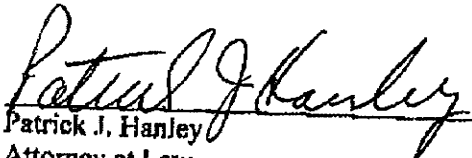
Approved by:




 Dr. Chee Chee Rose



 Date


Patrick J. Hanley
Attorney at Law
For Chee Chee Rose Ministries

12-9-11
Date


Samuel J. Kirk III, CPE
Assistant Section Chief
For the Ohio Attorney General's Office

12-9-11
Date