

EXHIBIT A

Settlement Agreement

The parties to this settlement agreement (“Agreement”) are the District of Columbia (the “District”), Harry L. Thomas Jr. (“Thomas”), and HLT Team Thomas/Swingaway, LLC (“HLT Swingaway”) (collectively, the “Parties”).

WHEREAS, the Office of the Attorney General for the District of Columbia (“Office of the Attorney General”) has filed a Complaint in a civil action in the Superior Court of the District of Columbia (2011 CA 004408 B) against Thomas and HLT Swingaway relating to activities that occurred during the period 2007-2009, including, but not limited to, (1) charitable solicitations made and charitable contributions received in 2007 and 2008 by Team Thomas, a now dissolved District of Columbia non-profit corporation controlled by Thomas, and (2) the receipt by Team Thomas and HLT Swingaway, in 2008 and 2009, of payments from two grants to Langston 21st Century Foundation (“Langston 21”), involving District funds, that were administered by DC Children and Youth Investment Trust Corporation (“DC CYITC”) – Grant No. 017-A-008 (FY 2008) and Grant No. 130-TSP-09 (FY 2009);

WHEREAS, the Office of the Attorney General has alleged that, during the period 2007-2009, Team Thomas was not lawfully registered to solicit charitable contributions in the District of Columbia; that Thomas benefited from his retention and use for personal purposes of funds donated for charitable purposes; that Thomas and HLT Swingaway caused false claims to be made to DC CYITC for payment of District funds; that Thomas and HLT Swingaway caused the diversion of District grant funds from their authorized purpose of supporting youth sports programs administered by Langston 21; and that Thomas and HLT Swingaway benefited, at the District’s expense, from their retention and misuse of District grant funds that were to be used to support youth sports programs;

WHEREAS, Thomas and HLT Swingaway deny the allegations of the Office of the Attorney General and desire to resolve the civil action by settlement, without admitting or denying liability or any wrongdoing;

WHEREAS, in order to avoid the delay, uncertainty, and expense of protracted litigation of the claims asserted in the Complaint, the District, Thomas, and HLT Swingaway have reached a full and final settlement of all the matters raised in the Complaint, as set forth below,

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Within two business days of the Effective Date of this Agreement, the District will file a consent motion in *District of Columbia v. Harry L. Thomas Jr., et al.*, Civ. No. 2011 CA 004408 B (D.C. Superior Court), for Court approval of the attached proposed Consent Judgment.

2. For a period of five years from the Effective Date of this Agreement, Thomas will not organize, manage, operate, or control a charitable organization in the District of Columbia and will not direct, control, or participate in the solicitation of charitable contributions in the District of Columbia. After five years has elapsed from the Effective Date of this Agreement, Thomas will continue to refrain from directing, controlling, or participating in the solicitation of charitable contributions in the District of Columbia unless (i) the solicitations are authorized by a valid certificate of registration or license issued by the appropriate District agency, or (ii) the solicitations satisfy and comply with a statutory or regulatory exemption from the District's registration and licensing requirements for charitable solicitations. Nothing in this paragraph shall preclude Thomas from (i) establishing and operating a citizen-service program (*i.e.*, a constituent services fund), or from soliciting and receiving contributions for such a program, pursuant to lawful authority granted to him, as a District official, by D.C. Official Code

§ 1-1104.03; or (ii) lawfully soliciting charitable contributions for a charity or charities appearing on the Combined Federal Campaign's current or most recent list of approved charities.

3. Thomas shall pay the District the sum of three hundred thousand dollars (\$300,000.00) in accordance with the following schedule: a payment of \$50,000 at the time this Agreement is executed by Thomas, a payment of \$50,000 due on or before December 31, 2011, a payment of \$50,000 due on or before June 30, 2012, a payment of \$50,000 due on or before December 31, 2012, a payment of \$50,000 due on or before June 30, 2013, and a payment of \$50,000 due on or before December 31, 2013. Each payment shall be in the form of a cashier's check payable to "D.C. Treasurer" and shall be delivered to the Office of the Attorney General for the District of Columbia ("Attn.: Chief, Public Advocacy Section"), on or before the due date. If Thomas defaults on any payment obligation under this Agreement, then HLT Swingaway or any successor shall, within ten days of such default, satisfy the payment obligation to the fullest extent possible given HLT Swingaway's available assets. Thomas and HLT Swingaway shall be jointly and severally liable for the payment obligations set forth in this paragraph. If, following a default by Thomas, HLT Swingaway or its successor is unable, within ten days of such default, to fully satisfy the payment obligation, then the District may use all means available under the Consent Judgment or otherwise available under District law to collect the payment, including, but not limited to, attachment of any property owned – in whole, by the entirety, or in part – by Thomas, HLT Swingaway, or HLT Swingaway's successor. Interest shall accrue at a rate of 4 percent per year on any late payment required by this paragraph.

4. Within five business days of the Effective Date of this Agreement, HLT Swingaway shall (i) donate all of the sporting goods or equipment identified in the inventory attached as Exhibit A to this Agreement to Satchel Paige/Senators Little League, and (ii) provide

the District written proof of that donation. Also within five business days of the Effective Date of this Agreement, Thomas shall facilitate the transfer to the District of all sporting goods or equipment owned or possessed by Team Thomas that has not been donated to either youth sports programs or the District of Columbia Department of Parks and Recreation. Thomas shall deliver these sporting goods or equipment to a location to be provided by the Office of the Attorney General. By facilitating the return of such equipment, Thomas makes no representation that he is the owner of said equipment.

5. The District agrees to the payment schedule set forth in paragraph 3 in reliance on the sworn financial statements of Thomas and his spouse, dated July 7, 2011, and submitted to the Office of the Attorney General. If these financial statements have materially understated the assets or income of Thomas or his spouse, the District may modify the agreed payment schedule so that the remainder of the \$300,000 sum owed the District under paragraph 3 is immediately due and payable.

6. Conditioned on satisfaction of the obligations imposed by this Agreement, the District agrees to release Thomas and HLT Swingaway from any claims arising from or relating to the subject matter of the Complaint, except that this release does not apply to any claims or liability under federal laws, under criminal laws, or under the District's tax laws.

7. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action.

8. The Superior Court of the District of Columbia shall have exclusive jurisdiction for enforcement, interpretation, or modification of this Agreement or for any dispute arising under this Agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws of the District of Columbia.

9. This Agreement shall be construed without regard to any presumption or other rule of law requiring construction against the party who caused it to have been drafted.

10. Provided that all the Parties execute a copy of this Agreement, the Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The Effective Date of this Agreement shall be the date that the Agreement is fully executed by the Parties.

11. This Agreement, including the attached proposed Consent Judgment, constitutes the complete agreement between the Parties. This Agreement cannot be amended except by written consent of the Parties. But if any provision of this Agreement is determined by the Superior Court of the District of Columbia to be unlawful, then the District may, at its option, choose to sever such provision or declare the entire Agreement null and void.

CONSENTED TO FOR THE DISTRICT OF COLUMBIA:

Date

7/22/11

By:

Irvin B. Nathan
IRVIN B. NATHAN
Attorney General for the District of Columbia

GEORGE C. VALENTINE
Deputy Attorney General, Civil Litigation Division

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Attorneys for the District of Columbia

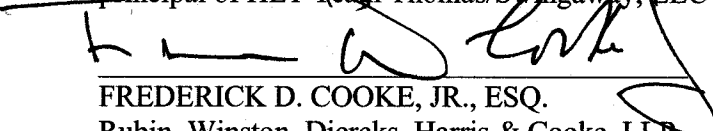
**CONSENTED TO FOR HARRY L. THOMAS JR. AND HLT TEAM
THOMAS/SWINGAWAY, LLC:**

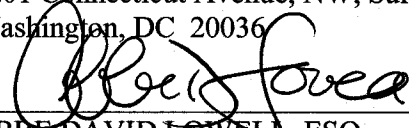
2-22-11
Date

22 June 2011
Date

7-22-11
Date

By: 
HARRY L. THOMAS JR., individually and as
principal of HLT Team Thomas/Swingaway, LLC


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**Attorneys for Harry L. Thomas Jr. and
HLT Team Thomas/Swingaway, LLC**

Discount
%

Quantity	Item	Units	Description	Discount %
1	swing trainer		Explainer pro swing trainer	
2	Pitching machine		Jugs pro pitching machine	
2	Weight training		Combo bench squat and lat machine	
1	Batting cage		Inflatable batting cage	
100	bats		High performance bats	
	equipment		Golf equipment baseball training equipment	