

Exhibit A

STRUCTURED ANNUITY PURCHASE AGREEMENT

This PURCHASE Agreement (the "Purchase Agreement") is made and entered into this 14 Day of June, 2015, by and between Seventh Amendment Holdings, ("Purchaser"), Joseph N. Virgilio ("Plaintiff") and United States Periodic Payment Assignment Company (USPPAC) ("Owner/Assignee"), of the Joseph N. Virgilio Periodic Payment Obligation.

AGREEMENT

The parties agree as follows:

Article 1 Release and Representation

1.1 The parties agree and attest that the consideration set forth in this agreement constitutes damages under 104 (a)(2) of the Internal Revenue Code of 1986, as amended, and is being paid in connection with the resolution of the lawsuit between Margaret Virgilio (now deceased) and Joseph N. Virgilio and Wyeth Pharmaceuticals Inc. et al.

1.2 Joseph N. Virgilio represents that the lawsuit settled and he entered into a release with Wyeth and is establishing this periodic payment as satisfaction of the release and full effect of the Agreement, and notes that the terms and conditions of that settlement are confidential.

1.3 This Purchase Agreement, on the part of the Joseph N. Virgilio is irrevocable and shall be a fully binding upon Joseph N. Virgilio, and his heirs, assigns, and successors, unless cancelled within the cancellation provisions set forth in Article 12.

1.4 Joseph N. Virgilio has chosen to be represented by Milestone Consulting, LLC, an insurance agency licensed in all 50 states.

1.5 The parties agree that they are entering into this Agreement to effectuate a transfer pursuant to 26 U.S. Code Section 5891 and N.Y. General Obligations Law 5-1701, as defined.

Article 2 Payments

2.1 In consideration of the agreement set forth above, USPPAC agrees to receive settlement proceeds of \$1,000,000.00 in exchange for a Qualified Assignment of the periodic payments set forth in 2.1.1(b) below. The \$1,000,000.00 represents Joseph N. Virgilio's allocated portion of the total settlement proceeds that were allocated to Periodic Payments.

2.1.1(a) \$300,000.00 cash payment payable to Joseph N. Virgilio on June 25, 2015.

2.1.1(b) Periodic Payments, described in further detail as follows (the "Periodic Payments"):

Payable to Joseph N. Virgilio: \$7,090.10* per month, guaranteed 10 years, beginning on January 15, 2016. Last guaranteed payment on December 15, 2025.

**monthly benefit is pursuant to the settlement illustration chosen by Joseph N. Virgilio on May 26, 2015. The final monthly benefit amount will be predicated and finalized based on pricing available in the market on the day of purchase.*

In exchange for the periodic payments outlined above, the parties acknowledge and agree that USPPAC will purchase the final remaining payment of \$1,000,000.00 payable on June 15, 2015 from Joseph N. Virgilio's Metropolitan Life Insurance Company Annuity Contract Number 86291FOR of which he is entitled to the contract benefits as beneficiary of Margaret Virgilio's Estate and has the right to sell such. It is further agreed that Metropolitan Life Insurance Company or Joseph N. Virgilio will direct the payment of \$1,000,000.00 payable on June 15, 2015 to be payable to USPPAC.

All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. All such aforementioned guaranteed payments are guaranteed whether or not ("Plaintiff") survives the payment schedule. No payments are made on account of punitive damages of any kind.

Article 3 Rights to Payments

3.1 Plaintiff acknowledges that the Periodic Payments cannot be accelerated, deferred, increased, or decreased by the Plaintiff or any Payee, nor shall the Plaintiff or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

Article 4
Consent to Qualified Assignment

4.1 Plaintiff acknowledges and agrees that the parties will make a "Qualified Assignment," within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Assignee's liability to make the Periodic Payments set forth in Article 2.1.1(b) by United States Periodic Payment Company (USPPAC) (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater or lesser than that of the parties, (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

4.2 Such assignment shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Purchaser from the Periodic Payments obligation assigned to the Assignee. The Plaintiff recognizes that the Assignee shall be the sole obligor with respect to the Periodic Payment obligation, and that all other releases with respect to the Periodic Payment obligation that pertain to the liability shall thereupon become final, irrevocable, and absolute.

Article 5
Right to Purchase an Annuity

5.1 The Assignee, reserves the right to offset the liability to make the Periodic Payments set forth in Article 2.1.1(b) through the purchase of an annuity contract or as many annuity contracts necessary to fulfill the Periodic Payment obligation from an insurer or insurers rated A or greater under A.M. Best. The Assignee shall be the sole owner of the annuity contract(s) and shall have all rights of ownership. The Assignee may have a Servicing company or Life insurance company mail payments directly to the Payee. The Plaintiff shall be responsible for maintaining a current mailing address for Payee with USPPAC.

Article 6
Beneficiary Designation

6.1 Any guaranteed payments to be made after the death of Joseph N. Virgilio shall be made to the Estate of Joseph N. Virgilio.

Article 7
Discharge of Obligation

7.1 The obligation assumed by the Assignee to make each Periodic Payment shall be fully discharged upon the mailing of a valid check or electronic trusts transfer in the amount of such payment on or before the due date to the last address on record for the Payee with the Annuity Issuer and Assignee. If the Payee notifies the Assignee that any check or electronic

trusts transfer was not received, the Assignee shall direct the Annuity Issuer to initiate a stop payment action and, upon confirmation that such check was not previously negotiated or electronic trusts transfer deposited, shall have the Annuity Issuer process a replacement payment.

Article 8
Complete Agreement and Successors in Interest

8.1 This Settlement Agreement constitutes the complete and exclusive statement of agreement among the parties hereto and supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty. Except as expressly provided otherwise herein, this Settlement Agreement may not be amended without the written agreement of the parties hereto and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each party.

Article 9
Effectiveness and Severability of Provisions

9.1 This Settlement Agreement shall become effective upon execution by each of the parties hereto. Each provision of this Settlement Agreement shall be considered severable and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Settlement Agreement which are valid.

Article 10
Governing Law

10.1 This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

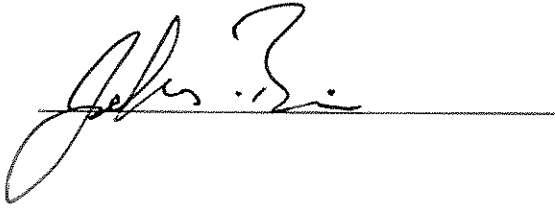
Article 11
Counterparts

11.1 This Purchase Agreement may be executed simultaneously in two or more counterparts, whether via facsimile, electronic or original signature, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

**Article 12
Cancellation**

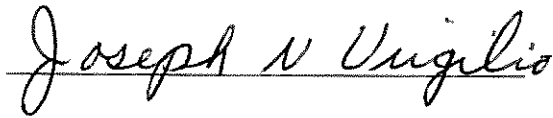
11.1 This Agreement may be cancelled at any time, without penalty by either party. Cancellation will be in effect upon the written notification to the other party. Funds Transfer will be required in the form of a refund within 5 business days of the written notice.

Purchaser: Seventh Amendment Holdings



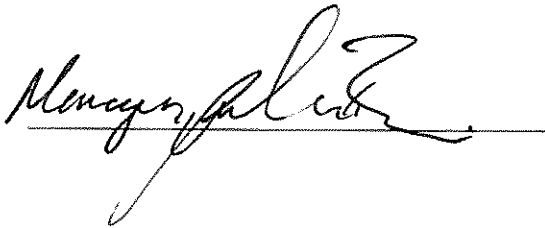
Dated 6.14.2015

Plaintiff: Joseph N. Virgilio



Dated June 14, 2015

Assignee, Periodic Payment Owner: USPPAC



Dated: 6.15.2015