

**FIRST AMENDMENT TO TRUST AGREEMENT FOR THE BENEFIT OF CREDITORS OF
FSM COMPANY 1A, LLC F/D/B/A THE PRINTING SOURCE**

THIS FIRST AMENDMENT TO TRUST AGREEMENT FOR THE BENEFIT OF CREDITORS OF FSM COMPANY 1A, LLC F/D/B/A THE PRINTING SOURCE (the "First Amendment") dated December 13, 2020 is by and among FSM Company 1A, LLC, f/d/b/a The Printing Source ("TPS"), DAVID A. SOSNE, not individually but in his capacity as the Assignee under the assignment for the benefit of TPS' creditors (the "Assignee"), and MILLSTONE CAPITAL ADVISORS, LLC ("Millstone Capital").

WITNESSETH:

WHEREAS, on August 3, 2020, TPS executed and delivered to the Assignee the Trust Agreement for the Benefit of Creditors of FSM Company 1A, LLC f/d/b/a The Printing Source (the "Original Trust Agreement");

WHEREAS, since August 3, 2020, the Assignee has been acting as the Assignee for the benefit of TPS' creditors under applicable Missouri law (such assignment shall be referred to as the "ABC");

WHEREAS, pursuant to assignment made under the Original Trust Agreement, the Assignee currently holds legal title to the real estate and improvements located at 2373 Ball Drive, in St. Louis County, Missouri (the "Real Estate");

WHEREAS, real estate taxes for the year 2020 in the amount of \$63,454.15 (the "Real Estate Taxes") are due for the Real Estate on December 31, 2020 (the "Due Date"), and if the Real Estate Taxes are not paid on or before the Due Date, the delinquent amount will thereafter bear interest at more than eighteen percent (18%) per annum;

WHEREAS, the Assignee has requested Millstone Capital to make one or more loans to the Assignee so that the Assignee can pay the Real Estate Taxes before the Due Date, together with other expected additional expenses related to the ABC;

WHEREAS, Millstone Capital is willing to extend a loan the Assignee on the terms and conditions set forth herein; and

WHEREAS, as a result of the mutual covenants set forth herein, the parties wish to amend the Original Trust Agreement as set forth herein.

1. Powers and Duties of the Assignee. In addition to the powers and duties set forth in paragraph 3 of the Original Trust Agreement, the Assignee shall have the power to borrow funds from Millstone Capital on the terms set forth in the First Amendment.

2. Loan to Assignee: Payment of Real Estate Taxes. On or before December 17, 2020, Millstone Capital shall lend to the Assignee the sum of \$75,000 for the purposes of paying (a) the Real Estate Taxes on or before the Due Date, and (b) other necessary expenses incurred in connection with the ABC. The Assignee shall have the right to borrow, and the Millstone Capital shall have the right (but not the obligation) to advance, additional funds over and above \$75,000, provided, however that the total principal amount due to Millstone Capital from the Assignee shall not at any time exceed \$100,000 (all loans from Millstone Capital to the Assignee shall be collectively referred to as, the "Loans").

3. Interest on the Loans: Repayment of the Loan From Sale Proceeds. Interest shall accrue on the unpaid principal amount of the Loans at the rate of five (5) percent per annum. No payments shall be due on the Loans until the Real Estate is sold. Notwithstanding anything to the contrary in the Original Trust Agreement, upon the sale of the Real Estate, all sale proceeds, net of expenses of sale and payment of amounts due to Enterprise Bank and Trust under the Real Estate Loans (as that phrase is defined in the Original Trust Agreement), shall be used to repay the Loans in full, including principal and accrued interest.

4. Repayment of Loan If Sale Proceeds Are Insufficient. If the net proceeds from the sale of the Real Estate are insufficient to pay the Loans in full, the amount of the Loans then remaining unpaid shall be added to the amount of Subrogation Payments (as defined in the Original Trust Agreement) and paid as set forth in the Original Trust Agreement.

5. No Other Changes. Except as expressly set forth in this First Amendment, all other terms and conditions in the Original Trust Agreement shall remain unaltered and in full force and effect.


6. Miscellaneous. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This First Amendment, for all purposes, shall be construed in accordance with the laws of Missouri without regard to conflicts-of-law principles. All capitalized terms not defined in this First Amendment shall have the same meaning as in the Original Trust Agreement.

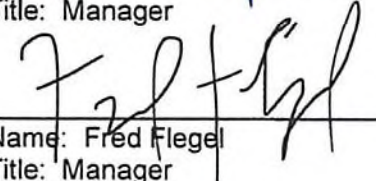
IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date and year first above written.


FSM COMPANY 1A, LLC, f/d/a/ The
Printing Source

MILLSTONE CAPITAL ADVISORS, LLC

By: 
Name: Robert D. Millstone
Title: Manager

By: 
Name: Robert D. Millstone
Title: Managing Partner

By: 
Name: Fred Flegel
Title: Manager


David A. Sosne, not individually but
In his capacity as the Assignee for
the benefit of creditors