

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294		180794 001
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com		LHB
C SEND ACKNOWLEDGMENT TO (Name and Address)		
F-2613991 CSC 801 Adlai Stevenson Drive Springfield, IL 62703		Filed In: RI Secretary Of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE NUMBER 202125104290 6/16/2021	1b <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Filer attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13
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2 TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3 ASSIGNMENT (full or partial) Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4 CONTINUATION Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5 PARTY INFORMATION CHANGE.

Check one of these two boxes: This Change affects Debtor or Secured Party of record

AND Check one of these three boxes to:

CHANGE name and/or address. Complete item 6a or 6b, and item 7a or 7b and item 7c.

ADD name. Complete item 7a or 7b, and item 7c.

DELETE name. Give record name to be deleted in item 6a or 6b.

6 CURRENT RECORD INFORMATION Complete for Party Information Change - provide only one name (6a or 6b)

6a ORGANIZATION'S NAME

OR

6b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7 CHANGED OR ADDED INFORMATION Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a ORGANIZATION'S NAME

OR

7b INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8 COLLATERAL CHANGE. Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral

See Exhibit A attached hereto and made a part hereof.

9 NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT. Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a ORGANIZATION'S NAME Bank of America, N.A., as Agent

OR

9b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA. Debtor: PFI, LLC

EXHIBIT A [comprised of 2 pages]

The following assets are hereby released by the Secured Party from the initial UCC filing filed by Secured Party against Debtor with the Rhode Island Secretary of State as filing # 202125104290 filed on June 16, 2021 (collectively, the "Released Assets"):

- (a) all inventory, including all vendor warranties and certifications related thereto, that is:
 - (i) actually and verifiably as of the Closing Date: (A) physically present in Debtor's warehouses, (B) in-transit between Debtor's warehouses, (C) at third party processing houses, including those for packing, plating, or some other form of improvement, or (D) ordered outside of the United States and in or on a shipping container on the water in transit to Debtor; and,
 - (ii) inventory that is undelivered but pre-paid inventory ((a)(i) and (a)(ii), collectively, the "Inventory").
- (b) inventory that would otherwise be Inventory but exceeds the Parties' combined sales history for the applicable product during the three-year period immediately preceding the date which is five (5) days prior to the Closing Date;
- (c) accounts receivable (excluding receivables from Affiliates, if any) as of the Closing Date;
- (d) tangible personal property, including but not limited to racking, forklifts, office equipment, computers, monitors, operating software and furniture;
- (e) those certain Contracts and open customer orders of Debtor and Parent set forth on Schedule 1.01(e) of the Purchase Agreement;
- (f) those certain intellectual property and related proprietary rights of Seller and Houston Wire identified on Schedule 1.01(g) of the Purchase Agreement;
- (g) vendor lists, customer lists, customer identity information, customer credit references, customer preferences, product pricing history and sales records, supplier purchasing records, and products lists and records (including but not limited to product purchase and sales history/tracking, websites, passwords, domain names, telephone numbers, licenses, permits and like assets); and
- (h) all goodwill associated with any of the assets described in the foregoing clauses.

Definitions:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"Closing Date" means October 31, 2021

"Contracts" means all legally binding written contracts, leases, mortgages, licenses, instruments, notes, commitments, undertakings, indentures and other agreements.

"Debtor" means PFI, LLC, a Rhode Island limited liability company.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Houston Wire" means Houston Wire & Cable Company, a Delaware corporation.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Parent" means HWC Wire & Cable Company, a Delaware corporation.

"Person" means any individual, sole proprietorship, enterprise, firm, partnership, limited liability company, joint venture, trust, unincorporated association, corporation, entity or Governmental Authority.

"Purchase Agreement" means that certain Asset Purchase Agreement by and between Debtor and the purchaser of the Released Collateral, dated as of October 15, 2021, as amended on or prior to the Closing Date.

"Secured Party" means Bank of America, N.A., as agent, and its successors and assigns.

{end of Exhibit A}