

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(D) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 23, 2021

OneWater Marine Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-39213
(Commission File Number)

83-4330138
(IRS Employer Identification No.)

6275 Lanier Islands Parkway
Buford, Georgia
(Address of principal executive offices)

30518
(Zip Code)

Registrant's telephone number, including area code: (678) 541-6300

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Class A Common Stock, par value \$0.01 per share	ONEW	The Nasdaq Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On September 23, 2021, OneWater Marine Inc., One Water Marine Holdings LLC, One Water Assets & Operations, LLC (“Opco”) and certain of Opco’s subsidiaries entered into the Third Amendment (the “Third Amendment”) to Sixth Amended and Restated Inventory Financing Agreement (the “Inventory Financing Facility”) with Wells Fargo Commercial Distribution Finance, LLC as agent for the lenders from time to time party thereto, and such lenders. All capitalized words used but not defined herein have the meanings assigned in the Third Amendment.

The Third Amendment amends the Inventory Financing Facility, to, among other things, (a) address the future discontinuance of LIBOR by clarifying the mechanics related to the transition to a replacement benchmark rate and (b) extend the term of the Inventory Financing Facility to November 1, 2021.

The foregoing description is qualified in its entirety by reference to the full text of the Third Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
<u>10.1</u>	Third Amendment to Sixth Amended and Restated Inventory Financing Agreement, dated as of September 23, 2021, between Wells Fargo Commercial Distribution Finance, LLC as Agent for the several financial institutions that may from time to time become party thereto and Dealers that may from time to time become party thereto.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ONEWATER MARINE INC.

By: /s/ Jack Ezzell

Name: Jack Ezzell

Title: Chief Financial Officer

Dated: September 24, 2021

**THIRD AMENDMENT TO SIXTH AMENDED AND RESTATED
INVENTORY FINANCING AGREEMENT**

THIS THIRD AMENDMENT TO SIXTH AMENDED AND RESTATED INVENTORY FINANCING AGREEMENT AND PROGRAM TERMS LETTERS (this “**Amendment**”) dated as of September 23, 2021, is made to that certain SIXTH AMENDED AND RESTATED INVENTORY FINANCING AGREEMENT dated as of February 11, 2020, among WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC (“**CDF**”) as Agent (in such capacity as agent, the “**Agent**”) for the several financial institutions that may from time to time become party thereto (collectively, “**Lenders**” and individually, each a “**Lender**”) and Dealers that may from time to time become party thereto (collectively, “**Dealers**” and individually, each a “**Dealer**”) (as amended, restated, supplemented or otherwise modified, the “**IFA**”). All capitalized terms not otherwise defined in this Amendment shall have the respective meanings assigned to them in the IFA.

Recitals

- A. Agent and Dealers desire to amend certain terms of the IFA. Such changes require Lenders’ consent.
- B. Agent and Lenders, whose consent Agent has received, are willing to amend the terms of the IFA, as set forth in and subject to the terms and conditions of this Amendment.

Agreement

NOW, THEREFORE, in consideration of the premises and of the mutual promises contained herein and in the IFA the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to IFA.

a. Effective on and after October 1, 2021, reference to the term LIBOR contained in Section 11(c) shall be replaced with reference to the term “Reference Rate”.

b. Section 1 of the IFA is hereby amended by adding the following defined terms in proper alphabetical order:

“**Adjusted 30-Day Average SOFR**” means, for any calendar month, the greater of (1) the sum of (a) a rate of interest per annum determined by Agent as the compounded average of SOFR over a rolling calendar day period of thirty (30) days (“**30-Day SOFR Average**”) for the day (such day, the “**SOFR Average Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to the first day of such calendar month; provided, however, that (x) if as of 5:00 p.m. (New York City time) on any SOFR Average Determination Day, such 30-Day SOFR Average has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to calculating the 30-Day SOFR Average has not occurred, then such average will be the 30-Day SOFR Average as published on the SOFR Administrator’s Website for the first preceding U.S. Government Securities Business Day for which such 30-Day SOFR Average was published on the SOFR Administrator’s Website so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such SOFR Average Determination Day, plus (b) a spread adjustment equal to 0.1145%, rounded to such number of decimal places as selected by Agent; and (2) the Floor.”

Floor” means a per annum rate of interest equal to 0.0%”

“Reference Rate” shall mean (x) with respect to outstanding invoices and advances as of October 1, 2021, the meaning of “One month Libor” or “Three Month Libor,” as applicable, set forth in Section 11 of this agreement in effect prior to the Third Amendment Effective Date, and (y) with respect to outstanding invoices and advances on or after October 1, 2021, Adjusted 30-Day Average SOFR (or such applicable Benchmark Replacement).”

“SOFR” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.”

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).”

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.”

“Third Amendment Closing Date” means September 23, 2021.”

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Vehicle Certification” shall mean any vehicle certifications which may be required to be delivered to Agent from time to time, each in form and substance satisfactory to Agent.”

c. Section 4(d) of the IFA is hereby deleted in its entirety and replaced with the following:

“(d) Benchmark Replacement Setting. Beginning October 1, 2021, the following provisions shall become effective:

i. Benchmark Replacement.

a. Notwithstanding anything to the contrary herein or in any other Loan Document, upon the occurrence of a Benchmark Transition Event, Agent and the Dealers may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at 5:00 p.m. central time on the fifth (5th) Business Day after Agent has posted such proposed amendment to all Lenders and the Dealers so long as Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section 4(d) will occur prior to the applicable Benchmark Transition Start Date.

b. Notwithstanding anything to the contrary herein or in any other Loan Document and subject to the proviso below in this paragraph, if the Term SOFR Transition Date has occurred prior to any setting of the then-current Benchmark, then the applicable Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder or under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document; provided that this clause (b) shall not be effective unless Agent has delivered to the Lenders and the Dealers a Term SOFR Notice. For the avoidance of doubt, Agent shall not be required to deliver a Term SOFR Notice after a Term SOFR Transition Event and may elect or not elect to do so in its sole discretion.

ii. Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

iii. Notices; Standards for Decisions and Determinations. Agent will promptly notify the Dealers and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by Agent or, if applicable any Lender (or group of Lenders) pursuant to this Section 4(d), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 4(d).

iv. Benchmark Unavailability Period. For any determination of interest hereunder or under any other Loan Document during a Benchmark Unavailability Period, the principal amount of the Loan subject to the then-current Benchmark shall bear interest determined in relation to the Prime Rate in lieu of such Benchmark, computed as otherwise described herein.

v. As used in this Section 4(d):

a. “**Benchmark**” means, initially, Adjusted 30-Day Average SOFR; provided that if a Benchmark Transition Event or a Term SOFR Transition Event, as applicable, has occurred with respect to the index rate used to calculate Adjusted 30-Day Average SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 4(d)(i).

b. “**Benchmark Replacement**” means (a) with respect to any Benchmark Transition Event, the sum of: (i) the alternate benchmark rate that has been selected by Agent and the Dealers giving due consideration to (1) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (2) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement shall be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents or (b) with respect to any Term SOFR Transition Event, Term SOFR.

c. **“Benchmark Replacement Adjustment”** means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Agent and the Dealers giving due consideration to (1) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (2) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities.

d. **“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the addition of a concept of “interest period”, timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods and other technical, administrative or operational matters) that Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Agent in a manner substantially consistent with market practice (or, if Agent decides that adoption of any portion of such market practice is not administratively feasible or if Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

e. **“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark:

i. in the case of clause (i) or (ii) of the definition of “Benchmark Transition Event,” the later of (x) the date of the public statement or publication of information referenced therein and (y) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof);

ii. in the case of clause (iii) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (iii) and even if such Benchmark (or such component thereof) continues to be provided on such date; or

iii. in the case of a Term SOFR Transition Event, the Term SOFR Transition Date.

f. **“Benchmark Transition Event”** means, the occurrence of one or more of the following events with respect to the then-current Benchmark:

i. a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof);

ii. a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Board of Governors of the Federal Reserve System of the United States, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof); or

iii. a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) is no longer, or as of a specified future date will no longer be, representative.

g. **“Benchmark Transition Start Date”** means the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

h. **“Benchmark Unavailability Period”** means, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 4(d) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 4(d).

i. **“Relevant Governmental Body”** means the Board of Governors of the Federal Reserve System of the United States and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System of the United States and/or the Federal Reserve Bank of New York or any successor thereto.

j. **“Term SOFR”** means the greater of (1) the forward-looking term rate for a period of approximately one (1) month based on SOFR that is published by an authorized benchmark administrator and is displayed on a screen or other information service, each as identified or selected by Agent in its reasonable discretion at approximately a time and as of a date prior to the commencement of the applicable calendar month determined by Agent in its reasonable discretion in a manner substantially consistent with market practice and (2) the Floor.

k. **“Term SOFR Notice”** means a notification (which notification may be via electronic means, including e-mail) by Agent to the Lenders and the Dealers of the occurrence of a Term SOFR Transition Event.

l. **“Term SOFR Transition Date”** means, in the case of a Term SOFR Transition Event, the date that is 30 (thirty) calendar days after Agent has provided the related Term SOFR Notice to the Lenders and the Dealers pursuant to Section 3(c)(i)(B).

m. **“Term SOFR Transition Event”** means the determination by Agent that (1) Term SOFR is recommended for use by the Relevant Governmental Body and (2) the administration of Term SOFR is administratively feasible for Agent.

n. **“Unadjusted Benchmark Replacement”** means the applicable Benchmark Replacement excluding the Benchmark Replacement Adjustment.”

d. Section 6(d) of the IFA is hereby deleted in its entirety and replaced with the following:

“all information supplied by such Dealer to Agent and Lenders, including any Vehicle Certification, financial, credit or accounting statements or application for credit, in connection with this Agreement is true, correct and complete”

e. Section 7(b) of the IFA is hereby amended by deleting the word “and” at the end of subsection (xiii), deleting the period at the end of subsection (xiv) and replacing it with “; and”, and adding subsection (xv) and (xvi) thereto as follows:

“(xv) Immediately notify Agent of any Dealer which has not already executed a Vehicle Certification that is (i) principally directed or managed from the State of California or (ii) organized or incorporated under the laws of the State of New York, has a principal place of business in the State of New York, or does business in the State of New York.”

f. Section 11(a)(i) is hereby amended and restated to read as follows:

“(i) any reference to (A) “Prime Rate” shall mean, for any calendar month, an interest rate equal to the greater of (1) the highest “prime rate” as published in the “Money Rates” column of The Wall Street Journal, or in such other publication, website or electronic source as Agent, in its sole discretion, may select, on or about the first Business Day of such month, rounded to such number of decimal places as selected by Agent, or (2) the greater of (a) zero percent (0%) or (b) such other minimum amount as may be identified on the applicable Transaction Statement or notice provided by Agent to Dealer pursuant to the Agreement; (B) with respect to outstandings prior to October 1, 2021 “One month Libor,” and/or “Three Month Libor” shall mean, for any calendar month, an interest rate (calculated on a 360-day year basis as set forth herein) equal to the highest “prime rate,” “One month Libor,” and/or “Three month Libor” rate, respectively, as published in the “Money Rates” column of The Wall Street Journal on the first Business Day of such month; if for any reason such rate is no longer published in The Wall Street Journal, Agent shall select such replacement index as Agent in its sole discretion determines most closely approximates such rate;”

g. Section 19 is hereby amended by deleting the reference to “September 28, 2021” and replacing it with “November 1, 2021”.

2. Ratification.

a. Each Dealer hereby ratifies and confirms the IFA, as amended hereby, and each other Loan Document executed by such Dealer in all respects. All terms and provisions of the Loan Documents not specifically amended by this Amendment shall remain unchanged and in full force and effect.

b. Each Guarantor hereby (i) ratifies and confirms each of such Guarantor's guaranty, including, without limitation, that certain (i) the Seventh Amended and Restated Collateralized Guaranty dated February 11, 2020 executed by Holdings in favor of Agent, (ii) Fifth Amended and Restated Collateralized Guaranty dated February 11, 2020 executed by Parent in favor of Agent, (iii) Amended and Restated Collateralized Guaranty dated February 11, 2020 by PubCo in favor of Agent, (iv) Third Amended and Restated Guaranty dated June 14, 2018 executed by Philip Austin Singleton, Jr. in favor of Agent, and (v) Third Amended and Restated Guaranty dated June 14, 2018 executed by Anthony Aisquith in favor of Agent (each such guaranty referred to in clauses (i) through (v) above, a "**Guaranty**," and collectively, the "**Guaranties**"), each other Loan Document executed by such party in all respects, (ii) agree such Guaranty and each other Loan Document executed by such party shall remain in full force and effect, (iii) agree that all of Dealers' obligations under the IFA and other Loan Documents are guaranteed by such Guaranty, and (iv) represent and covenant to and with Agent that such Guarantor has no defense, claim, right of recoupment, or right of offset against Agent under such Guaranty.

3. References. Each reference in the Loan Documents to the IFA shall be deemed to refer to the IFA as amended by this Amendment.

4. Conditions Precedent to Effectiveness of Amendment. This Amendment shall not be effective unless and until each of the following conditions precedent has been satisfied or waived in the sole and absolute discretion of Agent:

a. Agent shall have received a copy of this Amendment, duly executed by Lenders, Dealers and Guarantors.

5. Release. In consideration of the agreements of Agent and Lenders contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Guarantor and each Dealer (collectively, the "**Releasors**"), on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender, each of their successors and assigns, each of their respective affiliates, and their respective affiliates' present and former shareholders, members, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lenders and all such other Persons being hereinafter referred to collectively as the "**Releasees**," and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually a "**Claim**" and collectively, "**Claims**") of every name and nature, either known or unknown, both at law and in equity, which Releasors, or any of them, or any of their successors, assigns or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date hereof, including, without limitation, for or on the account of, or in relation to, or in any way in connection with the IFA, or any of the other Loan Documents, including, without limitation, the Guaranties, or transactions thereunder or related thereto.

6. Governing Law. This Amendment shall be governed by the internal laws of the State of Illinois without reference to the conflicts of laws principles thereof.

7. Assignment. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their participants, successors and assigns.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which counterparts, once they are executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. This Amendment may be executed by any party to this Amendment by original signature or facsimile signature.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first above written.

**ONEWATER MARINE INC.
ONE WATER MARINE HOLDINGS, LLC, and
ONE WATER ASSETS & OPERATIONS, LLC**

By: /s/ Philip Austin Singleton, Jr.
Name: Philip Austin Singleton, Jr.
Title: Chief Executive Officer

**LEGENDARY ASSETS & OPERATIONS, LLC,
SINGLETON ASSETS & OPERATIONS, LLC,
SOUTH FLORIDA ASSETS & OPERATIONS, LLC,
MIDWEST ASSETS & OPERATIONS, LLC,
SOUTH SHORE LAKE ERIE ASSETS & OPERATIONS, LLC, and
BOSUN’S ASSETS & OPERATIONS, LLC**

By: /s/ Philip Austin Singleton, Jr.
Name: Philip Austin Singleton, Jr.
Title: Manager

/s/ Philip Austin Singleton, Jr.

Philip Austin Singleton, Jr., as Guarantor

/s/ Anthony Aisquith

Anthony Aisquith, as Guarantor

[Signature Page to the Third Amendment to 6th A&R IFA]

**WELLS FARGO COMMERCIAL DISTRIBUTION
FINANCE, LLC**, as Agent and Lender

By: /s/ Thomas M. Adamski
Name: Thomas M. Adamski
Title: VP Credit

[Signature Page to the Third Amendment to 6th A&R IFA]

LENDERS:

UNITED COMMUNITY BANK

By: /s/ David L. Shelnutt
Name: David L. Shelnutt
Title: SVP

STERLING NATIONAL BANK

By: /s/ Mark J. Long
Name: Mark J. Long
Title: Managing Director

HANCOCK BANK

By: /s/ Jennifer Pelham
Name: Jennifer Pelham
Title: Senior Vice President

RENASANT BANK

By: /s/ Paul Walker
Name: Paul Walker
Title: SVP

BBVA USA

By: /s/ Robert D. Moore
Name: Robert D. Moore
Title: Senior Vice President

[Signature Page to the Third Amendment to 6th A&R IFA]

IBERIA BANK, a division of First Horizon Bank

By: /s/ Donald W. Dobbins, Jr.
Name: Donald W. Dobbins, Jr.
Title: SVP

ROCKLAND TRUST COMPANY

By: /s/ Thomas Meehan
Name: Thomas Meehan
Title: VP

CENTENNIAL BANK

By: /s/ Thomas B. Dix III
Name: Thomas B. Dix III
Title: Vice President

TRUIST BANK

By: /s/ Michael Dembski
Name: Michael Dembski
Title: Director

[Signature Page to the Third Amendment to 6th A&R IFA]
