

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): **December 1, 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 December 1, 2021, OneWater Marine Inc. (the “Company”), One Water Marine Holdings LLC, One Water Assets & Operations, LLC (“Opco”) and certain of Opco’s subsidiaries entered into the Fifth Amendment (the “Fifth Amendment”) to Sixth Amended and Restated Inventory Financing Agreement (the “Inventory Financing Facility”) and Consent Agreement 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 Fifth Amendment.

The Fifth Amendment amends the Inventory Financing Facility to (a) increase the maximum amount of Permitted Indebtedness to \$380,000,000 and (b) extend the term of the Inventory Financing Facility to January 1, 2022. In addition, the lenders consented to the Company’s previously announced acquisition of Norfolk Marine Inc.

The foregoing description is qualified in its entirety by reference to the full text of the Fifth 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> | Fifth Amendment to Sixth Amended and Restated Inventory Financing Agreement and Consent Agreement, dated as of December 1, 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: December 7, 2021

FIFTH AMENDMENT TO SIXTH AMENDED AND RESTATED INVENTORY FINANCING AGREEMENT AND CONSENT AGREEMENT

THIS FIFTH AMENDMENT TO SIXTH AMENDED AND RESTATED INVENTORY FINANCING AGREEMENT AND CONSENT AGREEMENT (this “**Amendment**”) dated as of December 1, 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. Dealers have informed Agent that Bosun’s Assets & Operations, LLC (“**BAO**”) desires to purchase all of the issued and outstanding Capital Securities of Norfolk Marine Company, a Virginia corporation (“**Norfolk**”) pursuant to that certain Stock Purchase Agreement (the “**SPA**”) by and among BAO, PubCo (as guarantor), Jason Andrew Murphy and Colby Kight Murphy (collectively, the “**Sellers**”) dated as of December 1, 2021 (such acquisition, the “**Stock Purchase**”). The Stock Purchase requires Agent’s consent.

B. Guarantors and Dealers desire to amend the IFA to increase the maximum amount of Permitted Indebtedness with respect to the Credit Facility Agreement. Such amendment requires Required Lenders’ consent.

C. Agent and Dealers desire to extend the termination date set forth in Section 19 of the IFA. Such extension requires Lenders’ consent.

D. Agent is willing to consent to the Stock Purchase and Agent and Required Lenders or Lenders, as applicable, whose consent Agent has received, are willing to amend the terms of the IFA, in each case 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. Consent to the Stock Purchase. Upon the terms and conditions set forth herein, Agent hereby consents to the Stock Purchase. This consent shall only be effective in this specific instance with respect to the Stock Purchase set forth above. This consent shall not entitle Dealers or Guarantors to any other or further consents, waivers or extensions in any similar or other circumstances. In no event shall this consent be deemed to be a waiver of Agent’s or any Lender’s rights with respect to any breach, default or Default which exists or might exist at any time under any Loan Document, any Guaranty (as defined below) or any other document related thereto (collectively, the “**Financing Documents**”), whether or not known to Agent or any Lender and whether or not existing on the date of this Amendment.

2. Amendments to IFA.

a. Subsection (a) of the definition of “Permitted Indebtedness” set forth in Section 1 of the IFA is hereby amended by deleting the reference to “\$360,000,000” and replacing it with “\$380,000,000”.

b. Section 19 of the IFA is hereby amended by deleting the reference to “December 1, 2021” and replacing it with “January 1, 2022”.

3. Ratification.

a. Each Dealer hereby ratifies and confirms the IFA as amended hereby and each other Financing 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 (A) the Seventh Amended and Restated Collateralized Guaranty dated February 11, 2020 executed by Holdings in favor of Agent, (B) Fifth Amended and Restated Collateralized Guaranty dated February 11, 2020 executed by Parent in favor of Agent, (C) Amended and Restated Collateralized Guaranty dated February 11, 2020 by PubCo in favor of Agent, (D) Third Amended and Restated Guaranty dated June 14, 2018 executed by Philip Austin Singleton, Jr. in favor of Agent, and (E) Third Amended and Restated Guaranty dated June 14, 2018 executed by Anthony Aisquith in favor of Agent (each such guaranty referred to in clauses (A) through (E) above, a “**Guaranty**,” and collectively, the “**Guaranties**”), each other Loan Document executed by such party in all respects, (ii) agrees such Guaranty and each other Loan Document executed by such party shall remain in full force and effect, (iii) agrees that all of Dealers’ obligations under the IFA and other Financing Documents are guaranteed by such Guaranty, and (iv) represents and covenants to and with Agent that such Guarantor has no defense, claim, right of recoupment, or right of offset against Agent under such Guaranty.

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

5. 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.

b. Agent shall have received any and all fees payable to Agent by Dealers and Guarantors in connection with this Amendment and the transactions contemplated hereby.

c. Agent shall have received evidence (in form and substance acceptable to Agent in its sole discretion) that Dealers have delivered or caused to be delivered the compliance certificates required pursuant to the Credit Facility Agreement with respect to the Stock Purchase.

d. Agent shall have received landlord lien waivers for any and all locations related to the Stock Purchase (as determined by Agent in its sole discretion) at which any Inventory will be kept, stored, used, or sold, each in form and substance acceptable Agent in its sole discretion, duly executed by each landlord of such location.

e. Agent shall have received copies of all Pay-off Letters (as defined in the SPA) or UCC-3 Termination Statements, in form and substance acceptable to Agent in its reasonable discretion, for all Repaid Floorplan Debt and Repaid Non-Floorplan Debt (as those terms are defined in the SPA), or any indebtedness of Norfolk paid prior to closing of the Stock Purchase.

f. Agent shall have received evidence, in form and substance acceptable to Agent in its sole discretion, that closing of the Stock Purchase has not closed prior to the date of this Agreement.

g. Agent shall have received a copy of a subordination agreement in form and substance acceptable to Agent in its sole discretion, duly executed by BAO, PubCo, and Sellers.

6. Post-Close Covenants. On or before January 1, 2022 (or such later date as Agent may agree to in writing in its sole discretion), Dealers shall (a) cause Norfolk to be joined to the IFA and other Financing Documents as a “Dealer” pursuant to agreements, instruments, and other documents as required by Agent, and (b) deliver other documents or other information regarding Norfolk, that Agent may reasonably request in connection with such joinder, including, without limitation, a legal opinion, in each case all in form and substance acceptable to Agent in Agent’s sole discretion.

7. Default. Dealers and Guarantors hereby acknowledge and agree that a breach of any of the post- close covenants set forth in Section 6 hereof shall constitute a Default under the IFA and other Financing Documents, unless such post-close covenants or any Default occurring thereunder is waived in writing by Agent in its sole discretion.

8. 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.

9. 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.

10. 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.

11. 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 Fifth Amendment to 6th A&R IFA and Consent Agreement]

**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 Fifth Amendment to 6th A&R IFA and Consent Agreement]

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 K. Walker
Name: Paul K. Walker
Title: SVP

PNC BANK, NATIONAL ASSOCIATION

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

[Signature Page to the Fifth Amendment to 6th A&R IFA and Consent Agreement]

IBERIABANK, a division of First Horizon Bank

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

ROCKLAND TRUST COMPANY

By: /s/ Steven J. Ingalls
Name: Steven J. Ingalls
Title: Vice President

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 Fifth Amendment to 6th A&R IFA and Consent Agreement]
