

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): February 2, 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 February 2, 2021, OneWater Marine Inc., a Delaware corporation (the “Company”), One Water Marine Holdings, LLC, a Delaware limited liability company (“One Water LLC”), One Water Assets & Operations, LLC, a Delaware limited liability company (“Opco”), and certain of the Company’s other subsidiaries, as guarantors entered into the Incremental Amendment No. 1 (the “First Amendment”) with the lenders party thereto and Truist Bank, as administrative agent. The First Amendment amends the Credit Agreement, dated as of July 22, 2020 (the “Credit Agreement”), by and among the Company, One Water LLC, Opco, and certain of the Company’s other subsidiaries, as guarantors, with Truist Bank as administrative agent, collateral agent, swingline lender and issuing bank, SunTrust Robinson Humphrey, Inc. and Synovus Bank as joint lead arrangers and joint bookrunners, Synovus Bank as documentation agent, and the lenders from time to time party thereto. All capitalized words used but not defined herein have the meanings assigned in the First Amendment.

The First Amendment amends the Credit Agreement, to, among other things, provide for an incremental term loan (the “Incremental Term Loan”) to Opco in an aggregate principal amount equal to \$30,000,000, which will be added to, and constitute a part of, the existing \$80.0 million term loan, which was advanced in full on July 22, 2020. The Incremental Term Loan will increase the existing term loan and will be on the same terms (including interest rates, but excluding upfront fees, original issue discount and other similar amounts) applicable to the existing term loan under the Credit Agreement and the other loan documents.

The maturity date for the Incremental Term Loan is the earlier of (i) July 22, 2025 or (ii) the date on which the principal amount of all outstanding term loans have been declared or automatically have become due and payable pursuant to the terms of the Credit Agreement.

The First Amendment further provides that the proceeds of the Incremental Term Loan will be used to (i) repay an aggregate principal amount of up to \$30.0 million of the outstanding amount under the revolving credit facility, under which an aggregate of \$30.0 million was outstanding as of February 2, 2021, (ii) pay accrued and unpaid interest on the outstanding term loan and revolving credit facility through the date immediately prior to the effective date of the First Amendment and (iii) pay the fees, costs and expenses incurred in connection with the foregoing.

The foregoing description is qualified in its entirety by reference to the full text of the First 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 2.02 Results of Operations and Financial Condition.

On February 4, 2021, the Company issued a press release announcing the Company’s operating and financial results for the quarter ended December 31, 2020. A copy of the press release is furnished as Exhibit 99.1 to this report and incorporated into this Item 2.02 by reference.

The information furnished pursuant to this Item 2.02, including Exhibit 99.1, shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and will not be incorporated by reference into any filing under the Securities Act unless specifically identified therein as being incorporated therein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information included in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03 of this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1 [¥]	Incremental Amendment No. 1, dated February 2, 2021, by and among One Water Assets & Operations, LLC, One Water Marine Holdings, LLC, OneWater Marine Inc., each of the other Guarantors from time to time party thereto, the Lenders party thereto and Truist Bank, as Administrative Agent.*
99.1	Press Release issued by OneWater Marine Inc., dated February 4, 2021.**

* Filed herewith.

** Furnished herewith.

¥ Certain schedules and exhibits to this agreement have been omitted in accordance with Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the Securities and Exchange Commission on request.

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: February 4, 2021

INCREMENTAL AMENDMENT NO. 1

INCREMENTAL AMENDMENT NO. 1, dated as of February 2, 2021 (this "Amendment"), is entered into by and among ONE WATER ASSETS & OPERATIONS, LLC, a Delaware limited liability company (the "Borrower"), ONE WATER MARINE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), ONEWATER MARINE INC., a Delaware corporation (the "Parent"), each of the other Guarantors party hereto, each of the financial institutions set forth on Schedule I hereto under the heading "2021 Incremental Term Lender" (each, a "2021 Incremental Term Lender" and, collectively, the "2021 Incremental Term Lenders"), the other Lenders party hereto and TRUIST BANK, as Administrative Agent.

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time to, but not including, the date hereof, the "Credit Agreement"), by and among the Borrower, Holdings, Parent, the other Guarantors from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and Truist Bank, as Administrative Agent, Collateral Agent, a Lender, an Issuing Bank and Swingline Lender; capitalized terms used in this Amendment but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement;

WHEREAS, pursuant to Section 2.23 of the Credit Agreement, the Borrower has requested (which request hereunder shall serve as notice pursuant to Section 2.23(a) of the Credit Agreement) an Incremental Term Loan facility (the "2021 Incremental Term Facility") pursuant to which the 2021 Incremental Term Lenders will make Incremental Term Loans (the "2021 Incremental Term Loans") to the Borrower on the Amendment Effective Date (as defined below) in an aggregate principal amount equal to \$30,000,000, which 2021 Incremental Term Loans will be added to, and constitute a part of, the existing Class of Initial Term Loans;

WHEREAS, the Borrower intends to utilize the proceeds of the 2021 Incremental Term Loans, along with cash on the balance sheet, to (i) repay outstanding Revolving Loans in an aggregate principal amount of up to \$30,000,000, and (ii) pay the fees, costs and expenses incurred in connection with the foregoing (the transactions described in this recital being collectively referred to herein as the "Transactions");

WHEREAS, the 2021 Incremental Term Lenders are willing to provide the requested 2021 Incremental Term Facility to the Borrower on the Amendment Effective Date on the terms and subject to the conditions set forth herein;

WHEREAS, as contemplated by Section 2.23 of the Credit Agreement, (x) the parties hereto have agreed, subject to the conditions set forth herein, to amend certain terms of the Credit Agreement as hereinafter provided to give effect to the incurrence of the 2021 Incremental Term Loans, and (y) this Amendment constitutes an amendment of the kind referenced in Section 2.23(e) and the last paragraph of Section 11.2 of the Credit Agreement (an "Incremental Amendment") and a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents;

WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders party hereto (which Lenders constitute all Lenders holding Initial Term Loans immediately prior to giving effect to the Amendment Effective Date) agree to certain amendments to the Credit Agreement, as more fully set forth herein;

WHEREAS, the Administrative Agent and the Lenders party hereto are willing to agree to such amendments, subject to and in accordance with the terms and conditions set forth herein; and

WHEREAS, pursuant to that certain engagement letter, dated January 13, 2021 (the “Engagement Letter”), entered into by the Borrower and Truist Securities, Inc. (“Truist Securities”) with respect to the 2021 Incremental Term Facility, Truist Securities shall act as lead arranger and bookrunner, in each case, with respect to this Amendment and the 2021 Incremental Term Facility (in such capacity, the “2021 Incremental Lead Arranger”).

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. 2021 Incremental Term Loans.

(a) Subject to the terms and conditions set forth herein and in the Credit Agreement, each 2021 Incremental Term Lender agrees to make a 2021 Incremental Term Loan denominated in dollars to the Borrower on the Amendment Effective Date in an aggregate principal amount equal to the amount set forth opposite such 2021 Incremental Term Lender’s name on Schedule I hereto (such amount for such 2021 Incremental Term Lender, its “2021 Incremental Term Commitment” and all such amounts for all 2021 Incremental Term Lenders, collectively, the “2021 Incremental Term Commitments”). The proceeds of the 2021 Incremental Term Loans shall be used by the Borrower for the purposes set forth in the recitals to this Amendment.

(b) The 2021 Incremental Term Loans shall be funded as an increase of the Initial Term Loans. The 2021 Incremental Term Loans shall constitute, and be considered to be part of, the same Class of Term Loans as the Initial Term Loans for all purposes of the Loan Documents (except for purposes of Sections 2.1(v) and 5.10 (the first sentence only) of the Credit Agreement) and shall be on the same terms (including interest rates but (subject to Section 2.23(c)(v) of the Credit Agreement) excluding upfront fees, original issue discount and other similar amounts) and pursuant to the same documentation (other than this Amendment) applicable to the Initial Term Loans under the Credit Agreement and the other Loan Documents. Immediately upon the incurrence of the Incremental Term Loans on the Amendment Effective Date, (i) the 2021 Incremental Term Loans shall be added to (and form part of) each Borrowing of existing Initial Term Loans outstanding under the Credit Agreement immediately prior to the effectiveness of this Amendment on a pro rata basis (based on the principal amount of each outstanding Borrowing), so that each Lender with Initial Term Loans (including the 2021 Incremental Term Loans) will participate proportionately in each then outstanding Borrowing of Initial Term Loans, (ii) the 2021 Incremental Term Loans shall constitute a single Class of Term Loans with the Initial Term Loans (and shall be fully fungible with the existing Initial Term Loans), and (iii) the 2021 Incremental Term Loans shall be secured by identical collateral and guaranteed on identical terms as the existing Initial Term Loans. On and after the Amendment Effective Date, (i) each reference in the Loan Documents to the “Term Loan Commitments” and the “Commitments” shall be deemed to include and be a reference to the 2021 Incremental Term Commitments, (ii) each reference in the Loan Documents to the “Initial Term Loans” (other than for purposes of Sections 2.1(v), 2.5 and 5.10 (the first sentence only) of the Credit Agreement), “Term Loans” and the “Loans” shall be deemed to include and be a reference to the 2021 Incremental Term Loans and (iii) each reference in the Loan Documents to the “Lenders” shall be deemed to include and be a reference to the 2021 Incremental Term Lenders.

(c) The 2021 Incremental Term Loans shall be made as a single borrowing on the Amendment Effective Date. Amounts repaid or prepaid in respect of the 2021 Incremental Term Loans may not be reborrowed. Each 2021 Incremental Term Lender’s 2021 Incremental Term Commitment shall terminate automatically on the Amendment Effective Date immediately after giving effect to the funding of such 2021 Incremental Term Lender’s 2021 Incremental Term Loans.

(d) The maturity date for the 2021 Incremental Term Loans shall be the Maturity Date. The 2021 Incremental Term Loans shall be Eurodollar Loans and shall have an initial Interest Period that commences on the Amendment Effective Date and ends on the last day of the Interest Period then in effect for the Initial Term Loans immediately prior to the Amendment Effective Date.

(e) The execution of this Amendment shall satisfy the requirements of Section 2.23 of the Credit Agreement regarding the delivery of a request with respect to the establishment of the 2021 Incremental Term Facility contemplated by this Amendment.

(f) The Borrower hereby designates that the 2021 Incremental Term Loans are being incurred in reliance on clause (ii) of the definition of “Incremental Amount”.

SECTION 2. Amendments to Credit Agreement. Subject to the satisfaction (or waiver in writing by the 2021 Incremental Term Lenders, the other Lenders party hereto and the Administrative Agent) of the conditions set forth in Section 4 hereof, in accordance with Sections 2.23 and Section 11.2 of the Credit Agreement, the Credit Agreement is hereby amended as follows:

(a) Section 1.1 of the Credit Agreement is hereby amended by (i) adding in the appropriate alphabetical order the following new definitions:

“2021 Incremental Term Commitment” has the meaning assigned to such term in the First Amendment.

“2021 Incremental Term Lenders” has the meaning assigned to such term in the First Amendment.

“2021 Incremental Term Loans” has the meaning assigned to such term in the First Amendment.

“First Amendment” means that certain Incremental Amendment No. 1, dated as of February 2, 2021, by and among the Borrower, Holdings, Parent, the other Guarantors party thereto, the Administrative Agent, the 2021 Incremental Term Lenders party thereto and the other Lenders party thereto.

“First Amendment Effective Date” has the meaning assigned to the term “Amendment Effective Date” in the First Amendment.

and (ii) replacing the definition of “Initial Term Loans” in its entirety with the following definition:

“Initial Term Loans” means, collectively, the Loans made on the Closing Date pursuant to Section 2.5 and the Incremental Term Loans made on the First Amendment Effective Date pursuant to the First Amendment.

(b) Section 2.1 of the Credit Agreement is hereby amended by deleting the word “and” before clause (v) thereof and inserting the following new clause (vi) at the end thereof: “and (vi) each 2021 Incremental Term Lender severally agrees to make its portion of the 2021 Incremental Term Loans to the Borrower on the First Amendment Effective Date in a principal amount not exceeding such 2021 Incremental Term Lender’s 2021 Incremental Term Commitment.”

(c) Section 2.5 of the Credit Agreement is hereby amended and restated in its entirety as follows:

Section 2.5. **Initial Term Loan Commitments.** Subject to the terms and conditions set forth herein, (i) each Lender severally agrees to make its portion of the Initial Term Loans to the Borrower on the Closing Date in a principal amount equal to the Initial Term Loan Commitment of such Lender and (ii) each 2021 Incremental Term Lender severally agrees to make its portion of the 2021 Incremental Term Loans to the Borrower on the First Amendment Effective Date in a principal amount not exceeding such 2021 Incremental Term Lender’s 2021 Incremental Term Commitment. The Initial Term Loans may be, from time to time, Base Rate Loans or Eurodollar Loans or a combination thereof.

(d) Section 2.8 of the Credit Agreement is hereby amended by inserting the following new sentence at the end thereof: “The 2021 Incremental Term Commitments shall terminate on the First Amendment Effective Date upon the making of the 2021 Incremental Term Loans pursuant to Section 2.5(ii).”

(e) The amortization table in Section 2.9(b) of the Credit Agreement is hereby amended and restated in its entirety as follows:

Installment Date	Aggregate Principal Amount
March 31, 2021	\$ 1,375,000
June 30, 2021	\$ 1,375,000
September 30, 2021	\$ 1,375,000
December 31, 2021	\$ 1,375,000
March 31, 2022	\$ 1,375,000
June 30, 2022	\$ 1,375,000
September 30, 2022	\$ 1,375,000
December 31, 2022	\$ 1,375,000
March 31, 2023	\$ 2,065,500
June 30, 2023	\$ 2,065,500
September 30, 2023	\$ 2,065,500
December 31, 2023	\$ 2,065,500
March 31, 2024	\$ 2,750,000
June 30, 2024	\$ 2,750,000
September 30, 2024	\$ 2,750,000
December 31, 2024	\$ 2,750,000
March 31, 2025	\$ 2,750,000
June 30, 2025	\$ 2,750,000
Maturity Date	Remaining outstanding principal amount of Initial Term Loans

(f) Section 5.10 of the Credit Agreement is hereby amended by inserting the following new sentence at the end thereof:

“The proceeds of the 2021 Incremental Term Loans will be used on the First Amendment Effective Date to (i) repay outstanding Revolving Loans in an aggregate principal amount of up to \$30,000,000, (ii) pay accrued and unpaid interest on the outstanding Initial Term Loans and Revolving Loans through the date immediately prior to the Amendment Effective Date and (iii) pay the fees, costs and expenses incurred in connection with the foregoing.”

SECTION 3. Representations and Warranties. To induce the 2021 Incremental Term Lenders, all other Lenders and the Administrative Agent to enter into this Amendment and to induce the 2021 Incremental Term Lenders to make the 2021 Incremental Term Loans, each Loan Party represents and warrants to the 2021 Incremental Term Lenders, the Lenders and the Administrative Agent as of the Amendment Effective Date as follows:

(a) Each Loan Party has the requisite power and authority to execute and deliver this Amendment and perform its obligations under this Amendment and the Credit Agreement (as amended by this Amendment). The execution and delivery of this Amendment and performance by such Loan Party of its obligations under this Amendment and the Credit Agreement (as amended by this Amendment) have been duly authorized by all necessary corporate or other organizational action of such Loan Party. This Amendment has been duly executed and delivered by each Loan Party. Each of this Amendment and the Credit Agreement as amended hereby is a legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(b) The representations and warranties of each Loan Party set forth in the Loan Documents are true and correct in all material respects on and as of the Amendment Effective Date; provided that, to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; provided further that any representation and warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language is true and correct in all respects on the Amendment Effective Date or on such earlier date, as the case may be.

(c) At the time of and immediately after giving effect to the 2021 Incremental Term Facility, no Default or Event of Default shall have occurred and be continuing.

(d) All proceeds of the 2021 Incremental Term Loans will be used for the purposes set forth in Section 1(a) hereof.

SECTION 4. Effectiveness. The effectiveness of this Amendment, and each 2021 Incremental Term Lender's obligation to make its 2021 Incremental Term Loan on the Amendment Effective Date pursuant to this Amendment, shall be subject to the satisfaction (or waiver by the Administrative Agent, the 2021 Incremental Term Lenders and the other Lenders party hereto) of the following conditions (the date of such effectiveness, the "Amendment Effective Date"):

(a) The Administrative Agent (or its counsel) shall have received from each Loan Party named on the signature pages hereto, the Administrative Agent, each 2021 Incremental Term Lender and 100% of the Lenders holding Initial Term Loans immediately prior to giving effect to this Amendment either (i) a counterpart of this Amendment signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include facsimile or other electronic transmission of a signed counterpart of this Amendment) that such party has signed a counterpart of this Amendment.

(b) The Administrative Agent shall have received a customary written opinion (addressed to the Administrative Agent and the 2021 Incremental Term Lenders and dated the Amendment Effective Date) of counsel to the Loan Parties, in form and substance reasonably satisfactory to the Administrative Agent.

(c) The Administrative Agent shall have received a certificate of each Loan Party, dated as of the Amendment Effective Date, in form and substance reasonably satisfactory to the Administrative Agent with appropriate insertions, executed by any Responsible Officer of such Loan Party, and including or attaching the documents referred to in paragraph (d) of this Section 4.

(d) The Administrative Agent shall have received, as to each Loan Party, (i) either (x) a copy of each Organizational Document of such Loan Party certified, to the extent applicable, as of a recent date by the applicable Governmental Authority or (y) written certification by a Responsible Officer of such Loan Party that the Organizational Documents of such Loan Party most recently certified and delivered to the Administrative Agent prior to the Amendment Effective Date pursuant to the Credit Agreement remain in full force and effect on the Amendment Effective Date without modification or amendment since the date of such prior delivery, (ii) either (x) signature and incumbency certificates of the Responsible Officers of such Loan Party executing this Amendment or (y) written certification by a Responsible Officer of such Loan Party that the signature and incumbency certificates of such Loan Party most recently delivered to the Administrative Agent prior to the Amendment Effective Date pursuant to the Credit Agreement remain true and correct as of the Amendment Effective Date, (iii) resolutions of the Board of Directors of such Loan Party approving and authorizing the execution, delivery and performance of this Amendment, certified as of the Amendment Effective Date by its secretary, an assistant secretary or a Responsible Officer as being in full force and effect without modification or amendment, and (iv) a good standing certificate (to the extent such concept exists) from the applicable Governmental Authority of such Loan Party's jurisdiction of incorporation, organization or formation.

(e) The Administrative Agent shall have received a Notice of Borrowing in accordance with the requirements of Section 2.3 of the Credit Agreement.

(f) The Administrative Agent shall have received a solvency certificate executed by a chief financial officer or treasurer of the Borrower, dated as of the Amendment Effective Date, substantially consistent with the solvency certificate delivered on the Closing Date.

(g) The Administrative Agent and the 2021 Incremental Lead Arranger shall have received all costs, fees and expenses (including, without limitation, legal fees and expenses) required to be paid on the Amendment Effective Date pursuant to this Amendment or the Engagement Letter, in the case of costs and expenses, to the extent invoiced at least two (2) Business Days (or such shorter period as the Borrower may agree) prior to the Amendment Effective Date.

(h) The 2021 Incremental Term Lenders shall have received, at least three days prior to the Amendment Effective Date, (x) all documentation and other information about the Loan Parties as shall have been reasonably requested in writing at least ten days prior to the Amendment Effective Date by the 2021 Incremental Term Lenders that they shall have reasonably determined is required by bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the PATRIOT Act and the Beneficial Ownership Regulation and (y) to the extent the Borrower qualifies as a “legal entity customer” under the Beneficial Ownership Regulation, a Beneficial Ownership Certification in relation to the Borrower.

(i) Immediately after giving effect to the making of the 2021 Incremental Term Loans on the Amendment Effective Date, the use of proceeds thereof and all pro forma adjustments related thereto (but without “netting” the cash proceeds of the 2021 Incremental Term Loans), the Consolidated Leverage Ratio does not exceed 2.00:1.00.

(j) Concurrently with the funding of the 2021 Incremental Term Loans, the Borrower shall have paid (or caused to be paid) to the Administrative Agent for the account of each Lender with outstanding Initial Term Loans and/or Revolving Loans on, and immediately prior to, the Amendment Effective Date all accrued but unpaid interest owing on the Initial Term Loans and Revolving Loans, as applicable, through the date immediately prior to the Amendment Effective Date.

(k) The Administrative Agent shall have received a certificate executed by the chief financial officer or the treasurer of the Borrower, dated as of the Amendment Effective Date, certifying as to the satisfaction of the conditions referred to in the preceding clause (i) of this Section 4 (setting forth reasonably detailed calculations thereof).

(l) The representations and warranties of the Loan Parties set forth in Section 3 above are true and correct.

(m) The Borrower shall have paid (or shall, out of the proceeds of the 2021 Incremental Term Loans, simultaneously pay) to the 2021 Incremental Lead Arranger, for the account of each 2021 Incremental Term Lender on a pro rata basis in accordance with their final allocated commitments in respect of the 2021 Incremental Term Facility, an upfront fee in respect of the 2021 Incremental Term Loans in an amount equal to 0.50% *multiplied* by the aggregate principal amount of the 2021 Incremental Term Loans funded on the Amendment Effective Date by the 2021 Incremental Term Lenders; provided, in each case, that at the option of any 2021 Incremental Term Lender, such upfront fee may be deducted from the gross proceeds of the 2021 Incremental Term Loans funded by such 2021 Incremental Term Lender on the Amendment Effective Date.

SECTION 5. Effect on Credit Agreement; Reaffirmation.

(a) Except as expressly set forth herein, this Amendment (x) shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders, the Administrative Agent, the Borrower or any other Loan Party under the Credit Agreement or any other Loan Document and (y) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Each Loan Party acknowledges that it expects to receive substantial direct and indirect benefits as a result of this Amendment and the transactions contemplated hereby and (i) reaffirms its obligations under the Credit Agreement and each other Loan Document to which it is a party, in each case, as modified by this Amendment, (ii) reaffirms all Liens on the Collateral which have been granted by it in favor of the Administrative Agent for the benefit of the Secured Parties pursuant to the Loan Documents, (iii) acknowledges and agrees that the grants of security interests by and the guarantees of the Loan Parties contained in the Loan Documents are, and shall remain, in full force and effect immediately after giving effect to this Amendment, and (iv) acknowledges that, from and after the Amendment Effective Date, the 2021 Incremental Term Loans shall constitute Obligations. This Amendment shall constitute an "Incremental Amendment" and a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

(b) Each subsidiary of the Borrower party hereto (each, a "Subsidiary Guarantor") acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Subsidiary Loan Party is not required by the terms of the Credit Agreement or any other Loan Document to consent to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Subsidiary Loan Party to any future amendment, consent or waiver of the terms of the Credit Agreement.

SECTION 6. Governing Law; Submission to Jurisdiction and Waivers; Waiver of Jury Trial.

(a) This Amendment and any claim, dispute, cause of action or proceeding (whether based in contract, tort or otherwise) based upon, arising out of, connected with, or relating to, this Amendment, and the rights and obligations of the parties hereto, shall be governed by and construed and interpreted in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York sitting in New York County, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Amendment, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Amendment shall affect any right that the Administrative Agent, any Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Amendment against Holdings or the Borrower or their respective properties in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding described in paragraph (b) of this Section 6 and brought in any court referred to in paragraph (b) of this Section 6. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Amendment irrevocably consents to service of process in the manner provided for notices in Section 11.1 of the Credit Agreement. Nothing in this Amendment will affect the right of any party hereto to serve process in any other manner permitted by law.

(e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7. Counterparts; Integration; Effectiveness; Amendment. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment, the Credit Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent or any Lenders constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Amendment shall become effective in accordance with the terms of Section 4 hereof and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment. This Amendment may not be amended nor may any provision hereof be waived except in accordance with Section 11.2 of the Credit Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to this Amendment or any other document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it.

SECTION 8. Severability. Any provision of this Amendment held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 9. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first written above.

PARENT:

ONEWATER MARINE INC.,
as the Parent

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

HOLDINGS:

ONE WATER MARINE HOLDINGS, LLC,
as Holdings

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

BORROWER:

ONE WATER ASSETS & OPERATIONS, LLC,
as the Borrower

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

GUARANTORS:

SINGLETON ASSETS & OPERATIONS, LLC
LEGENDARY ASSETS & OPERATIONS, LLC
SOUTH FLORIDA ASSETS & OPERATIONS, LLC
MIDWEST ASSETS & OPERATIONS, LLC
SOUTH SHORE LAKE ERIE ASSETS &
OPERATIONS, LLC
BOSUN'S ASSETS & OPERATIONS, LLC,
as Guarantors

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

[OneWater – Incremental Amendment No. 1 Signature Page]

TRUIST BANK,
as Administrative Agent and a 2021 Incremental Term Lender

By: /s/ Tesha Winslow

Name: Tesha Winslow

Title: Director

[OneWater – Incremental Amendment No. 1 Signature Page]

STIFEL BANK & TRUST,
as a 2021 Incremental Term Lender

By: /s/ Tim Howard

Name: Tim Howard

Title: VP – C&I Lending

[OneWater – Incremental Amendment No. 1 Signature Page]

IBERIABANK, a division of First Horizon Bank,
as a 2021 Incremental Term Lender

By: /s/ Donald W. Dobbins, Jr.

Name: Donald W. Dobbins, Jr.

Title: SVP

[OneWater – Incremental Amendment No. 1 Signature Page]

BBVA USA,
as a 2021 Incremental Term Lender

By: /s/ John Whittenburg

Name: John Whittenburg

Title: SVP

[OneWater – Incremental Amendment No. 1 Signature Page]

SYNOVUS BANK,
as a 2021 Incremental Term Lender

By: /s/ Robert Haley

Name: Robert Haley

Title: Corporate Banker

[OneWater – Incremental Amendment No. 1 Signature Page]

KEYBANK NATIONAL ASSOCIATION,
as a 2021 Incremental Term Lender

By: /s/ Jason A Nichols

Name: Jason A Nichols

Title: Vice President

[OneWater – Incremental Amendment No. 1 Signature Page]

HANCOCK WHITNEY,
as a Lender

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

[OneWater – Incremental Amendment No. 1 Signature Page]

SCHEDULE I



OneWater Marine Inc. Announces Fiscal First Quarter 2021 Results

*Agile sales and marketing teams deliver strong sales;
Significant M&A activity expected to accelerate 2021 growth*

Fiscal First Quarter 2021 Highlights

- Revenue increased 39% to \$214.1 million
- Same-store sales increased 38%
- Net income increased to \$11.8 million, or \$0.71 per diluted share
- Adjusted EBITDA¹ increased to \$16.7 million
- Completed three of the largest acquisitions in company history

BUFORD, GA – February 4, 2021 – OneWater Marine Inc. (NASDAQ: ONEW) (“OneWater” or the “Company”) today announced results for its fiscal first quarter ended December 31, 2020.

“The OneWater team delivered outstanding results in the fiscal first quarter, in what is seasonally the lowest sales quarter of our fiscal year, which highlights the agility of our sales and marketing team and the power of our digital platform. Our VIP and other in-house marketing events were well attended and highly successful, absent select organized boat shows, increasing sales nearly 40% year-over-year as boaters secured new boats in preparation for the upcoming boating season. With tight inventory across the industry, we worked to ensure customers had access to our nationwide inventory to select the boat they desired,” commented Austin Singleton, Chief Executive Officer at OneWater.

“We’ve had an eventful start to fiscal 2021 including closing on three of the largest acquisitions in OneWater history. These acquisitions historically generated in excess of \$125 million in revenue on an annual basis and we are focused on integrating these businesses into the OneWater family and leveraging our successful post-acquisition playbook to implement improvements and introduce best practices. Our liquidity is strong, and we remain committed to executing our multi-tiered growth strategy through acquisitions and the expansion of our high-margin business, further driving long-term shareholder value,” Mr. Singleton concluded.

For the Three Months Ended December 30	2020	2019	\$ Change	% Change
		(unaudited, \$ in thousands)		
Revenues				
New boat sales	\$ 151,828	\$ 102,852	\$ 48,976	47.6%
Pre-owned boat sales	38,580	33,071	5,509	16.7%
Finance & insurance income	5,963	4,325	1,638	37.9%
Service, parts & other sales	17,712	13,450	4,262	31.7%
Total revenues	\$ 214,083	\$ 153,698	\$ 60,385	39.3%

Fiscal First Quarter 2021 Results

Revenue for the fiscal first quarter 2021 was \$214.1 million, an increase of 39.3% compared to \$153.7 million in fiscal first quarter 2020, due primarily to a significant increase in new unit sales and a modest increase in the average unit price of new and pre-owned boats. During the fiscal first quarter 2021 same-store sales increased 38% on top of a 17% increase in the comparable period of 2020.

Gross profit totaled \$52.4 million for the fiscal first quarter 2021, compared to \$32.2 million for the fiscal first quarter 2020. Gross profit margin of 24.5% for the three months ended December 31, 2020 increased 360 basis points compared to the prior year primarily due to a shift in the mix and size of boat models sold, the Company’s focus on dynamic pricing, increases in service, parts & other sales and finance & insurance.

¹ See reconciliation of Non-GAAP financial measures below.

Fiscal first quarter 2021 selling, general and administrative expenses (“SG&A”) totaled \$34.9 million, or 16.3% of revenue, compared to \$28.3 million, or 18.4% of revenue, in the fiscal first quarter of 2020. The decrease in selling, general and administrative expenses as a percentage of revenue was primarily due to the Company’s ability to leverage its existing expense structure to support the increase in revenue, reduction in selling expenses, including boat shows, partially offset by an increase in public company expenses.

Net income for the fiscal first quarter of 2021 increased sharply to \$11.8 million, compared to a net loss of \$1.1 million in the fiscal first quarter of 2020. The significant increase was primarily due to higher sales and gross margins on boats sold in the period, an increase in SG&A and a reduction in interest expense.

Fiscal first quarter 2021 Adjusted EBITDA (see reconciliation of Non-GAAP financial measures below) increased to \$16.7 million, compared to \$1.2 million for the fiscal first quarter of 2020.

As of December 31, 2020, the Company’s cash and cash equivalents balance was \$26.0 million, an increase of \$15.5 million compared to \$10.5 million as of December 31, 2019.

The combined \$83.9 million in total purchase price for the recent acquisitions, including the real estate associated with Roscioli Yachting Center, was funded by \$47.6 million of cash, \$30.0 Million from the Company’s revolving line of credit, \$2.1 million in seller notes payable and \$4.2 million in estimated acquisition contingent consideration. Subsequent to quarter-end, the Company expanded its Term Loan credit facility by \$30 million and used the proceeds to pay down the revolving line of credit. In addition to cash and its revolving line of credit, the Company had additional liquidity under the floor plan credit facility. Total inventory as of December 31, 2020 increased sequentially to \$196.1 million compared to \$150.1 million on September 30, 2020, primarily due to the anticipated seasonal increase and manufacturer replenishments.

Fiscal Year 2021 Guidance

For fiscal full year 2021, OneWater anticipates same store sales to increase by mid-single digits. Including the three acquisitions that closed in the fiscal first quarter of 2021, the Company now expects Adjusted EBITDA for the full fiscal year to be in the range of \$95 million to \$100 million and diluted earnings per share to be in the range of \$4.00 to \$4.20, excluding any additional acquisitions that might be completed during the year.

Conference Call and Webcast

OneWater will host a conference call to discuss its fiscal first quarter earnings on Thursday, February 4, 2021 at 8:30 am Eastern time. The conference call may be accessed by dialing (866) 220-5793 in the U.S./Canada or (615) 622-8064 for participants outside the U.S./Canada using the Conference ID #8459613. This call is being webcast and can be accessed through the “Events” section of the Company’s website at <https://investor.onewatermarine.com/> where it will be archived for one year.

About OneWater Marine Inc.

OneWater Marine Inc. is one of the largest and fastest-growing premium recreational boat retailers in the United States. OneWater operates 69 stores throughout 10 different states, seven of which are in the top twenty states for marine retail expenditures. OneWater offers a broad range of products and services and has diversified revenue streams, which include the sale of new and pre-owned boats, parts and accessories, finance and insurance products, maintenance and repair services and ancillary services such as boat storage.

Non-GAAP Financial Measures and Key Performance Indicators

This press release and our related earnings call contain certain non-GAAP financial measures, including Adjusted EBITDA as a measure of our operating performance. Management believes these measures may be useful in performing meaningful comparisons of past and present operating results, to understand the performance of the Company's ongoing operations and how management views the business. Reconciliations of reported GAAP measures to adjusted non-GAAP measures are included in the financial schedules contained in this press release. These measures, however, should not be construed as an alternative to any other measure of performance determined in accordance with GAAP. Because our non-GAAP financial measures may be defined differently by other companies, our definition of these non-GAAP financial measures may not be comparable to similarly titled measures of other companies, thereby diminishing its utility. We have not reconciled non-GAAP forward-looking measures, including Adjusted EBITDA guidance, to their corresponding GAAP measures due to the high variability and difficulty in making accurate forecasts and projections, particularly with respect to acquisition contingent consideration and transaction costs. Acquisition contingent consideration and transaction costs are affected by the acquisition, integration and post-acquisition performance of our acquirees which is difficult to predict and subject to change. Accordingly, reconciliations of forward looking Adjusted EBITDA is not available without unreasonable effort.

Adjusted EBITDA

We define Adjusted EBITDA as net income (loss) before interest expense – other, income tax expense, depreciation and amortization and other (income) expense, further adjusted to eliminate the effects of items such as the change in the fair value of warrant liability, gain (loss) on contingent consideration, gain (loss) on extinguishment of debt and transaction costs. See reconciliation below.

Our board of directors, management team and lenders use Adjusted EBITDA to assess our financial performance because it allows them to compare our operating performance on a consistent basis across periods by removing the effects of our capital structure (such as varying levels of interest expense), asset base (such as depreciation and amortization) and other items (such as the fair value adjustment of the warrants, gain or loss on contingent consideration, gain or loss on extinguishment of debt and transaction costs) that impact the comparability of financial results from period to period. We present Adjusted EBITDA because we believe it provides useful information regarding the factors and trends affecting our business in addition to measures calculated under GAAP. Adjusted EBITDA is not a financial measure presented in accordance with GAAP. We believe that the presentation of this non-GAAP financial measure will provide useful information to investors and analysts in assessing our financial performance and results of operations across reporting periods by excluding items we do not believe are indicative of our core operating performance.

Same-Store Sales

We define same-store sales as sales from our stores excluding new and acquired stores. New and acquired stores become eligible for inclusion in the comparable store base at the end of the store's thirteenth month of operations under our ownership and revenues are only included for identical months in the same-store base periods. Stores relocated within an existing market remain in the comparable store base for all periods. Additionally, amounts related to closed stores are excluded from each comparative base period. We use same-store sales to assess the organic growth of our revenue on a same-store basis. We believe that our assessment on a same-store basis represents an important indicator of comparative financial results and provides relevant information to assess our performance.

Cautionary Statement Concerning Forward-Looking Statements

This press release and statements made during the above referenced conference call may contain “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, including regarding our strategy, future operations, financial position, prospects, plans and objectives of management, growth rate and its expectations regarding future revenue, operating income or loss or earnings or loss per share. In some cases, you can identify forward-looking statements because they contain words such as “may,” “will,” “will be,” “will likely result,” “should,” “expects,” “plans,” “anticipates,” “could,” “would,” “foresees,” “intends,” “target,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “potential,” “outlook” or “continue” or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. These forward-looking statements are not guarantees of future performance, but are based on management’s current expectations, assumptions and beliefs concerning future developments and their potential effect on us, which are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict. Our expectations expressed or implied in these forward-looking statements may not turn out to be correct.

Important factors, some of which are beyond our control, that could cause actual results to differ materially from our historical results or those expressed or implied by these forward-looking statements include the following: changes in demand for our products and services, the seasonality and volatility of the boat industry, our acquisition strategies, the inability to comply with the financial and other covenants and metrics in our credit facilities, cash flow and access to capital, effects of the COVID-19 pandemic on the Company’s business, the timing of development expenditures, and other risks. More information on these risks and other potential factors that could affect our financial results is included in our filings with the Securities and Exchange Commission, including in the “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” sections of our Annual Report on Form 10-K for the fiscal year ended September 30, 2020, filed with the SEC on December 3, 2020. Any forward-looking statement speaks only as of the date as of which such statement is made, and, except as required by law, we undertake no obligation to update or revise publicly any forward-looking statements, whether because of new information, future events, or otherwise.

Investor or Media Contact:

Jack Ezzell

Chief Financial Officer

IR@OneWaterMarine.com

ONEWATER MARINE INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(\$ in thousands except per share data)
(Unaudited)

	For the three months ended December 31,	
	2020	2019
Revenues		
New boat sales	\$ 151,828	\$ 102,852
Pre-owned boat sales	38,580	33,071
Finance & insurance income	5,963	4,325
Service, parts & other sales	17,712	13,450
Total revenues	<u>214,083</u>	<u>153,698</u>
Gross Profit		
New boat	29,296	16,897
Pre-owned boat	8,128	5,205
Finance & insurance	5,963	4,325
Service, parts & other	9,049	5,762
Total gross profit	<u>52,436</u>	<u>32,189</u>
Selling, general and administrative expenses	34,860	28,305
Depreciation and amortization	963	760
Transaction costs	200	437
Loss on contingent consideration	377	-
Income from operations	<u>16,036</u>	<u>2,687</u>
Other expense (income)		
Interest expense – floor plan	920	2,659
Interest expense – other	924	1,853
Change in fair value of warrant liability	-	(771)
Other (income) expense, net	(94)	13
Total other expense, net	<u>1,750</u>	<u>3,754</u>
Income (loss) before income tax expense	14,286	(1,067)
Income tax expense	2,511	-
Net income (loss)	11,775	(1,067)
Less: Net income attributable to non-controlling interests		247
Net loss attributable to One Water Marine Holdings, LLC		<u>\$ (1,314)</u>
Less: Net income attributable to non-controlling interests of One Water Marine Holdings, LLC	(3,987)	
Net income attributable to OneWater Marine Inc	<u>\$ 7,788</u>	
Earnings per share of Class A common stock – basic	<u>\$ 0.72</u>	
Earnings per share of Class A common stock – diluted	<u>\$ 0.71</u>	
Basic weighted-average shares of Class A common stock outstanding	<u>10,776</u>	
Diluted weighted-average shares of Class A common stock outstanding	<u>10,986</u>	

ONEWATER MARINE INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(\$ in thousands, except par value and share data)
(Unaudited)

	December 31, 2020	December 31, 2019
Cash	\$ 25,952	\$ 10,461
Restricted cash	3,984	250
Accounts receivable, net	14,499	9,574
Inventories	196,114	313,837
Prepaid expenses and other current assets	13,307	11,945
Total current assets	253,856	346,067
Property and equipment, net	62,833	17,489
Other assets:		
Deposits	392	345
Deferred tax assets	14,690	-
Identifiable intangible assets	74,004	61,304
Goodwill	142,274	113,059
Total other assets	231,360	174,708
Total assets	\$ 548,049	\$ 538,264
Accounts payable	\$ 10,545	\$ 5,610
Other payables and accrued expenses	14,161	14,188
Customer deposits	23,386	7,736
Notes payable – floor plan	170,320	264,481
Current portion of long-term debt	10,481	6,823
Total current liabilities	228,893	298,838
Other long-term liabilities	5,651	1,569
Warrant liability	-	50,116
Tax receivable agreement liability	17,556	-
Long-term debt, net of current portion and unamortized debt issuance costs	111,466	67,013
Total liabilities	363,566	417,536
Redeemable preferred interest in subsidiary	-	87,053
Members' equity	-	27,961
Preferred stock, \$0.01 par value, 1,000,000 shares authorized, none issued and outstanding as of December 31, 2020 and December 31, 2019	-	-
Class A common stock, \$0.01 par value, 40,000,000 shares authorized, 10,867,291 shares issued and outstanding as of December 31, 2020 and none issued and outstanding as of December 31, 2019	109	-
Class B common stock, \$0.01 par value, 10,000,000 shares authorized, 4,108,007 shares issued and outstanding as of December 31, 2020 and none issued and outstanding as of December 31, 2019	41	-
Additional paid-in capital	111,859	-
Retained earnings	24,545	-
Total stockholders' equity attributable to OneWater Marine Inc. and members' equity	136,554	27,961
Equity attributable to non-controlling interests	47,929	5,714
Total stockholders' and members' equity	184,483	33,675
Total liabilities, stockholders' and members' equity	\$ 548,049	\$ 538,264

ONEWATER MARINE INC.
 Reconciliation of Net Income to Adjusted EBITDA
 (\$ in thousands)
 (Unaudited)

Description	For the three months ended December 31,	
	2020	2019
Net income (loss)	\$ 11,775	\$ (1,067)
Interest expense – other	924	1,853
Income tax expense	2,511	-
Depreciation and amortization	963	760
Loss on contingent consideration	377	-
Transaction costs	200	437
Change in fair value of warrant liability	-	(771)
Other (income) expense, net	(94)	13
Adjusted EBITDA	<u>\$ 16,656</u>	<u>\$ 1,225</u>