

**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): November 25, 2019 (November 24, 2019)



NN, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-23486
(Commission
File Number)

62-1096725
(I.R.S. Employer
Identification No.)

6210 Ardrey Kell Road
Charlotte, North Carolina
(Address of principal executive offices)

28277
(Zip Code)

(980) 264-4300

(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

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

<u>Title of each class</u>	<u>Trading symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01	NNBR	The Nasdaq Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:

None
(Title of class)

Check the appropriate box if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- 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))

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 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

On November 25, 2019, NN, Inc. (the “Company”) announced the Board of Directors (the “Board”) of the Company has appointed Chris Qualters, Executive Vice President of Life Sciences, effective immediately. Mr. Qualters succeeds J. Robert Atkinson, who departed the Company in order to pursue new endeavors. Mr. Qualters previously served as Executive Vice President of the Company’s Power Solutions group. In conjunction therewith, the Board also announced the consolidation of the Executive Vice President roles of Mobile Solutions and Power Solutions under the leadership of John Buchan, the current interim Executive Vice President of Mobile Solutions.

In connection with Mr. Atkinson’s departure, the Company and Mr. Atkinson entered in a separation agreement and release dated November 24, 2019 (the “Separation Agreement”). Mr. Atkinson will receive severance payments equal to \$483,000, payable in accordance with the Company’s regular payroll procedures over the 18-month period following his separation date, \$12,000, payable in a lump sum, to assist with transition from employment, and a payment equal to his “target” bonus, if any, prorated for the portion of the year during which he was employed, but to the extent he is entitled to said bonus under the Company’s Executive Incentive Compensation Program. Further, 4,840 unvested shares of restricted stock owned by Mr. Atkinson will vest. In consideration of the payments and benefits provided under the Separation Agreement, Mr. Atkinson agreed to certain confidentiality, non-disparagement, non-competition and non-solicitation restrictions, as well as other restrictive covenants, and provided a global release of all claims.

The foregoing description of the terms of the Separation Agreement is only a summary and is qualified in its entirety by the full text of the Separation Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

ITEM 7.01. REGULATION FD DISCLOSURE.

On November 25, 2019, the Company issued a press release regarding Mr. Atkinson’s departure. A copy of this press release is included as Exhibit 99.1 to this Current Report on Form 8-K.

The information, including the press releases, furnished under this Item 7.01 shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, and shall not be deemed incorporated by reference into any other filing by the Company under the Exchange Act or the Securities Act of 1933, as amended, except as otherwise expressly stated in such filing.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Separation Agreement and Release, dated as of November 24, 2019, by and between NN, Inc. and J. Robert Atkinson
99.1	Press Release issued by NN, Inc. dated November 25, 2019

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.

Date: November 25, 2019

NN, INC.

By: /s/ Matthew S. Heiter
Name: Matthew S. Heiter
Title: Senior Vice President, General Counsel

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (this "**Agreement**"), dated as of November 24, 2019, effective as of November 22, 2019 (the "**Termination Date**") by and between J. Robert Atkinson ("**Executive**") and NN, Inc., a Delaware Corporation (the "**Company**"). In consideration of the payments and benefits described in Section 2 below to be provided to Executive, the sufficiency of which is acknowledged hereby, Executive and the Company agree as follows:

1. **Termination Date.** Executive's employment with the Company terminated on the Termination Date. Executive hereby resigns as Executive Vice President – Life Sciences and from all other positions as a director and/or officer with the Company, its subsidiaries and its affiliates (the "**Company Group**"), if any, effective as of the Termination Date. Executive confirms and agrees that he has not since the Termination Date taken, and shall not from the date hereof take, any actions on behalf of the Company Group, including acting as an agent of the Company Group. In addition, Executive acknowledges that as of the Termination Date, he has not represented himself to be an employee, officer, director, agent or representative of the Company Group for any purpose, has not directed the work of any employee of the Company Group, or made any management decisions, or undertaken to commit the Company Group to any course of action in relation to third persons.

2. **Termination Payments and Benefits.**

(a) **Severance.** Subject to (i) Executive's execution of this Agreement and the effectiveness of the release of claims set forth in Section 5 below (the "**Release**") and (ii) Executive's continued compliance with Paragraphs 2, 3, 4, 5 and 6 of the Separation Agreement between Executive and the Company, effective as of April 1, 2017 (the "**Separation Agreement**") and Section 8 hereof, the Company shall pay to Executive as severance compensation ("**Severance**"), (x) \$483,000, payable in accordance with the Company's regular payroll procedures over the 18-month period following the Termination Date, (y) \$12,000, payable in a lump sum on the first regularly scheduled payroll date following the Release Effective Date (as defined below) and (z) a payment, if any, equal to the product of (A) the annual bonus to which Executive would have been entitled under the Executive Incentive Compensation Program for NN, Inc. Executive Leadership and Other Exempt Participants, effective January 1, 2019 (the "**EIC Plan**"), but for the termination of Executive's employment as of the Termination Date, in the amount of \$161,000 (the "**Bonus Amount**") multiplied by (B) a fraction, the numerator of which is 326 and the denominator of which is 365. The amount payable pursuant to Section 2(a)(z), if any, will be determined in accordance with the EIC Plan and relevant Company corporate guidelines and distributed after completion of the Company's 2019 fiscal year end audit. For the avoidance of doubt, Executive acknowledges and agrees that (1) if no payments are made under the EIC Plan, then no payment shall be made pursuant to Section 2(a)(z) of this Agreement and (2) if payments are made under the EIC Plan at any level, either below or above a 100% payout, the Company will pay Executive the Bonus Amount only, as prorated pursuant to this Section 2(a).

(b) Accrued Obligations. The Company shall also pay and provide the Executive with his Accrued Obligations. For purposes of this Agreement, Executive's "Accrued Obligations" shall consist of the following: (i) accrued and unpaid base salary through the Termination Date; (ii) accrued and unused vacation time through the Termination Date, prorated for the portion of the calendar year worked; (iii) accrued and vested benefits under any employee retirement plan (including 401(k)) in which the Executive participates, in accordance with applicable plan terms; and (iv) unreimbursed business expenses incurred through the termination date, in accordance with the Company's business expense reimbursement policy. Any benefits accrued or earned will be distributed in accordance with the terms of the applicable benefit plans and programs of the Company Group. Executive confirms that he has received all of his Accrued Obligations due and payable as of the date of this Agreement.

(c) COBRA. Executive and his eligible dependents shall be entitled to continue participating in the Company's group medical, dental, and other health benefit coverages as required under the health care continuation requirements of the Consolidated Omnibus Reconciliation Act of 1985 ("COBRA"), provided Executive timely elects such coverage and pays the full monthly premium for COBRA coverage.

(d) Treatment of Equity. Notwithstanding the terms of any outstanding award agreement between you and the Company, you will receive accelerated vesting of 4,840 restricted shares of Company common stock. For the avoidance of doubt, all remaining outstanding equity granted to you under any of the Company Group's equity incentive plans will be forfeited as of the Termination Date.

(e) No Further Rights. Following the Termination Date, except as set forth in this Section 2, Executive shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

3. Return of Company Property. As of the date of this Agreement, Executive represents that he has returned to the Company (and has not recreated, or delivered to anyone else) all of the records and property of the Company that were in Executive's possession or over which Executive had direct or indirect control, including, but not limited to, all confidential information, files, monies, records, files, credit cards, office keys, office access cards, passwords, laptops, parking access cards and electronically encoded information (such as computer disks and flash drives) and all copies of such records and property. You may retain your Company-provided iPad and cellular telephone (including telephone number); provided, that you provide such items to the Company, as requested by the Company, to remove all proprietary and/or confidential information and documents in any form belonging to the Company Group.

4. No Admission. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of an admission by the Company or Executive of any violation of the Company's policies or procedures, or state or federal laws or regulations. This Agreement may be introduced, however, in any proceeding to enforce the Agreement. Such introduction shall be pursuant to an order protecting its confidentiality, except insofar as a court declines to enter any such order.

5. Release.

(a) General. In consideration of the Severance payments, Executive, for and on behalf of Executive and Executive's heirs, administrators, executors, and assigns, effective as of the Release Effective Date (as defined below), does fully and forever waive and release, remise, and discharge each member of the Company Group, its members, or partners, and each of its and their respective current, past, and future directors, partners, members, employees, advisors and agents (collectively, the "Released Parties") from any and all claims that Executive had, may have had, or now has against the Released Parties collectively or any of the Released Parties individually, for or by reason of any matter, cause, or thing whatsoever, including but not limited to any claim arising out of or attributable to Executive's employment or the termination of Executive's employment with the Company, and also including but not limited to claims of breach of contract, wrongful termination, unjust dismissal, defamation, libel, or slander, or claims under any federal, state, or local law dealing with discrimination based on age, race, sex, national origin, handicap, religion, disability, sexual preference, or any other protected class or characteristic. This release of claims includes, but is not limited to, all claims arising under the Age Discrimination in Employment Act of 1967 (the "ADEA"), Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Civil Rights Act of 1991, the Family Medical Leave Act, the Equal Pay Act, Chapter 95, Articles 49A and 49B of Chapter 143, or Chapter 168A of the North Carolina General Statutes, and any other federal, state, and local labor and anti-discrimination law, the common law, and any other purported restriction on an employer's right to terminate the employment of employees. Notwithstanding any provision of this Release to the contrary, by executing this Release, Executive is not releasing any claims to the Severance.

(b) Release of Unknown Claims. It is the intention of Executive in executing this Agreement that the Release shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified. Executive acknowledges that Executive may hereafter discover claims or facts in addition to or different from those which Executive now knows or believes to exist with respect to the subject matter of this Release and which, if known or suspected at the time of executing this Release, may have materially affected this settlement. Nevertheless, Executive hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Executive acknowledges that Executive understands the significance and consequence of such release.

(c) No Proceedings. Except as provided in Section 10(a) of this Agreement, Executive represents that Executive has not filed or permitted to be filed against any of the Released Parties, individually or collectively, any lawsuit, complaint, charge, proceeding, or the like, before any local, state, or federal agency, court, or other body (each, a "Proceeding"), and Executive covenants and agrees that Executive will not do so at any time hereafter with respect to the subject matter of the Release and claims released pursuant to the Release (including, without limitation, any claims relating to the termination of Executive's employment), except as may be necessary to enforce the Release or Executive's rights to Severance under this Agreement, to seek a determination of the validity of the waiver of Executive's rights under the ADEA, or to initiate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"). Except as otherwise provided in the preceding sentence or in Sections 5(d) or 10(a) of this Agreement, (i) Executive will not initiate or cause to be initiated on Executive's behalf any Proceeding, and will not participate (except as required by law) in any Proceeding of any nature against any of the Released Parties individually or collectively that in any way involves the allegations and facts that Executive could have raised

against any of the Released Parties individually or collectively as of the date hereof and (ii) Executive waives any right Executive may have to benefit in any manner from any relief (monetary or otherwise) arising out of any Proceeding.

(d) Forfeiture of Award from Proceedings. Executive agrees that Executive shall forfeit and not accept any award, damages, recovery or settlement from any Proceeding brought by Executive or on Executive's behalf pertaining to Executive's employment, separation or otherwise. Nothing herein shall preclude Executive's right to receive an award from a Governmental Entity (as defined below) for information provided under any whistleblower program.

6. Release Acknowledgements. Executive expressly represents and acknowledges that:

(a) the Company has advised Executive to consult with legal counsel, Executive has had the opportunity to seek the advice of legal counsel of Executive's own choice, Executive has read this Agreement and the Release and has had the opportunity to have this Agreement and the Release explained to Executive by legal counsel, and the terms and conditions hereof are fully understood and voluntarily accepted by Executive;

(b) Executive is specifically agreeing to the terms of the Release because the Company has agreed to pay Executive compensation, to which Executive was not otherwise entitled under the Company's policies or any agreement between the Company and Executive (in the absence of providing the Release), and the Company has agreed to provide the compensation because of Executive's agreement to accept the compensation in full settlement of all possible claims Executive might have or ever had, and because of Executive's execution of this Agreement;

(c) the offer to accept the terms of this Agreement is open for 10 days from the date Executive receives this Agreement, provided, that, should Executive sign this Agreement within 10 days of the date that the Agreement was received by Executive, then Executive's choice not to wait for the full 10-day period to expire was made knowingly and voluntarily, and was in no way induced by the Company by means of intimidation, fraud, duress, or any other threat to withdraw the terms offered under this Agreement; and

(d) the Company's obligations under Section 2 (other than the Accrued Obligations) shall become effective on the day Executive has executed and returned this Agreement (the "Release Effective Date").

7. Remedies. Executive understands and agrees that if Executive breaches any provision of this Agreement or any provision of Separation Agreement that survives Executive's termination of employment with the Company, in addition to any other legal or equitable remedies the Company may have, the Company shall be entitled to cease making any payments to Executive under Section 2 above (other than the Accrued Obligations), and Executive shall reimburse the Company for all such payments made to Executive prior to such breach and the reasonable attorneys' fees and costs incurred by the Company arising out of any such breach and to enforce such reimbursement. Any such action permitted to the Company by this paragraph, however, shall not affect or impair any of Executive's obligations under this Agreement,

including without limitation, the Release. Executive further agrees that nothing herein shall preclude the Company from recovering attorneys' fees, costs, or any other remedies specifically authorized under applicable law

8. Restrictive Covenants. Executive represents that Executive has not violated any of the provisions in Paragraphs 2, 3, 4, 5 and 6 of the Separation Agreement (which is incorporated by reference and made a part hereof). Executive hereby acknowledges and reaffirms his obligations under Paragraphs 2, 3, 4, 5 and 6 of the Separation Agreement following the Termination Date. Subject to Paragraph 10(a) of this Agreement, Executive agrees that he will not make any statements, written or verbal, that are detrimental, derogatory or disparaging concerning the Company or any member of the Company Group, or concerning any current or former directors, officers, or employees of the Company or any member of the Company Group.

9. Entire Agreement; Assignment. This Agreement, together with the Separation Agreement, sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and/or written discussions, agreements and understandings of any kind or nature. This Agreement, and all of Executive's rights and duties hereunder, shall not be assignable or delegable by Executive. Any purported assignment or delegation by Executive in violation of the foregoing shall be null and void *ab initio* and of no force and effect. This Agreement may be assigned by the Company to a person or entity which is a successor in interest to substantially all of the business operations of the Company ("Successor"). Upon such assignment, the obligations of Executive shall inure to the benefit of such Successor and the rights and obligation of the Company hereunder shall become the rights and obligations of such Successor.

10. Certain Permissible Disclosures and Communications.

(a) Securities Exchange Act Rule 21F-17. Nothing in this Agreement, including Sections 5, 7 and 8, shall prohibit or impede the Executive from communicating, cooperating or filing a complaint with any U.S. federal, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation, provided that in each case such communications and disclosures are consistent with applicable law. Executive does not need the prior authorization of (or to give notice to) the Company regarding any such communication or disclosure.

(b) Defend Trade Secrets Act. Executive hereby confirms that Executive understands and acknowledges that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Executive understands and acknowledges further that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

(c) Notwithstanding the foregoing provisions in this Section 10, under no circumstance will Executive be authorized to disclose any information covered by the Company's attorney-client privilege or the Company's attorney work product (i) without prior written consent of the Company's General Counsel or other officer designated by the Company, or (ii) unless such disclosure of that information would otherwise be permitted pursuant to 17 CFR 205.3(d)(2), applicable state attorney conduct rules, or otherwise under applicable law or court order.

11. Cooperation. You agree that you will provide reasonable cooperation to the Company and/or any other member of the Company Group and its or their respective officers, members of the board of directors and counsel in connection with any investigation, administrative proceeding or litigation relating to any matter that occurred during your employment in which you were involved or of which you have knowledge. The Company agrees to reimburse you for reasonable out-of-pocket expenses incurred at the request of the Company with respect to your compliance with this Section 11. You agree that, in the event you are subpoenaed by any person or entity (including, but not limited to, any Governmental Entity) to give testimony or provide documents (in a deposition, court proceeding or otherwise) which in any way relates to your employment by the Company and/or any other member of the Company Group, you will give prompt notice of such request to the Company's General Counsel and will make no disclosure until the Company and/or the other member of the Company Group have had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure.

12. Severability. In the event that any one or more of the provisions of this Agreement or the Separation Agreement are determined to be or become invalid, illegal or unenforceable in any respect, in any jurisdiction, by a court of competent jurisdiction, in a final judgment to which no further appeal can be made, such judgment shall not affect such provisions in any other jurisdiction or any other provisions of this Agreement, the validity, legality and enforceability of which shall not be affected thereby and Executive agrees that the court making such determination shall have the power to strike or reform such provision to the maximum and/or broadest duration, scope, and/or area permissible by law, and, as so reformed, such provision shall then be enforceable.

13. Governing Law, Jurisdiction and Venue. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN DELAWARE WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND EACH OF THE PARTIES AGREES THAT ANY ACTION RELATING IN ANY WAY TO THIS AGREEMENT MUST BE COMMENCED ONLY IN THE COURTS OF DELAWARE, FEDERAL OR STATE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED OR NOT PROHIBITED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT HAS

BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS IN ANY SUIT, ACTION OR PROCEEDING BY SENDING THE SAME BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR BY RECOGNIZED OVERNIGHT COURIER SERVICE. EACH PARTY TO THIS AGREEMENT ALSO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUIT, ACTION, OR PROCEEDING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

14. Counterparts. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

15. No Waiver. No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No such waiver shall be binding unless signed in writing by the party waiving the breach.

16. Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement this 24th day of November, 2019.

/s/ J. Robert Atkinson
Name: J. Robert Atkinson

NN, INC.

By: /s/ Warren A. Veltman
Warren A. Veltman, President and CEO

news



FOR FURTHER INFORMATION:

AT ABERNATHY MACGREGOR

Claire Walsh
(General info)
(212) 371-5999

NOT FOR IMMEDIATE RELEASE

November 25, 2019

NN, Inc. Names Chris Qualters Executive Vice President, Life Sciences

*Leadership of Power Solutions and Mobile Solutions to be Combined
under Executive Vice President John Buchan*

Charlotte, N.C., November 25, 2019 – NN, Inc. (NASDAQ: NNBR), a diversified industrial company, today announced that the Company has appointed Chris Qualters as Executive Vice President of Life Sciences, effective immediately. Mr. Qualters was previously Executive Vice President of the Company’s Power Solutions group. He succeeds Robbie Atkinson who, by mutual agreement with the Company, is leaving NN to pursue new endeavors.

Warren Veltman, Interim President and CEO, commented, “We continue to focus on improving our financial performance, realizing efficiencies in our businesses and creating the appropriate cost structure to drive long-term value for NN’s shareholders. Accordingly, we are closely evaluating all aspects of our company, including our talent and functional organization, to ensure we have the best teams in place to execute on our strategic priorities and invest in those areas, such as Life Sciences, where we see the greatest return potential.

“Life Sciences has performed well and we see many additional opportunities ahead, which is why we are so excited to have Chris bring his commercial, operational and medical sales expertise to the leadership role of this business. His operational cost improvement acumen and track record of excellent execution will be invaluable as we continue to grow Life Sciences. Chris will join a deep bench of talented, innovation-focused experts, and we look forward to continuing to serve our Life Sciences customers with the best-in-class engineered solutions they have come to expect from us. We thank Robbie for his contributions to NN, and we wish him well in his future endeavors.”

Mr. Qualters brings nearly 30 years of experience leading and driving strategy for engineered products businesses, including general industrial, automotive, aerospace and medical orthopedics, with

significant expertise in front line engineering sales and program management and corporate strategy development and execution. Prior to his role as Executive Vice President of the Power Solutions group, he previously served as Vice President and Chief Commercial Officer for NN. Mr. Qualters joined the Company in 2014 as part of NN's acquisition of Autocam, where he served as Vice President of Sales and Marketing. Prior to joining Autocam in 2008, he held several leadership positions in sales, marketing and product management at Robert Bosch.

Mr. Qualters commented, "I am excited to build upon the successful momentum in our Life Sciences business by further investing in and delivering sophisticated technology and engineered solutions to our customers. I look forward to leveraging my operational and medical sales experience and am squarely focused on supporting the Company's overall effort to drive efficiencies and cost improvements to enhance our margins and generate improved free cash flow, while still closely supporting the needs of this high growth business segment."

In conjunction with this announcement, the NN Board today also announced its decision to consolidate the Executive Vice President roles of Mobile Solutions and Power Solutions under single leadership. John Buchan, currently Interim Executive Vice President of Mobile Solutions, will add Mr. Qualters' previous duties to his current responsibilities to jointly serve as Executive Vice President of Mobile Solutions and Power Solutions. Mr. Buchan is a highly qualified, data-driven and customer-focused executive with more than 20 years of experience leading Mobile Solutions' global operations, program management and engineering. This streamlined leadership structure seeks to better align NN's operational philosophy, metrics and management, drive cost reductions and increase sales efficiencies through selling as an industrial group.

Mr. Buchan commented, "I am excited to expand my role at NN while continuing to support the Company as we execute on our strategic priorities. Both Power Solutions and Mobile Solutions benefit from a deep talent pool, and I look forward to collaborating with both teams as we work to enhance customer experience and strive for continuous improvement."

NN, Inc., a diversified industrial company, combines advanced engineering and production capabilities with in-depth materials science expertise to design and manufacture high-precision components and assemblies for a variety of markets on a global basis. Headquartered in Charlotte, North Carolina, NN has 50 facilities in North America, Europe, South America and China.

Except for specific historical information, many of the matters discussed in this press release may express or imply projections of revenues or expenditures, statements of plans and objectives or future operations or statements of future economic performance. These, and similar statements, are forward-looking statements concerning matters that involve risks, uncertainties and other factors which may cause the actual performance of NN, Inc. and its subsidiaries to differ materially from those expressed or implied by this discussion. All forward-looking information is provided by the Company pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995 and should be evaluated in the context of these factors. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "assumptions", "target", "guidance", "outlook", "plans", "projection", "may", "will", "would", "expect", "intend", "estimate", "anticipate", "believe", "potential" or "continue" (or the negative or other derivatives of each of these terms) or similar terminology. Factors which could materially affect actual results include, but are not limited to: general economic conditions and economic conditions in the industrial sector; inventory levels, regulatory compliance costs and the Company's ability to manage these costs, start-up costs for new operations, debt reduction, competitive influences, risks that current customers will commence or increase captive production, risks of capacity underutilization, quality issues, availability and price of raw materials, currency and other risks associated with international trade, the level of the Company's indebtedness, the restrictions contained in the Company's debt agreements, the Company's ability to obtain financing at favorable rates, if at all, and to refinance existing debt as it matures, the Company's dependence on certain major customers, and the successful implementation of the global growth plan including development of new products. Similarly, statements made herein and elsewhere regarding pending and completed transactions are also forward-looking statements, including statements relating to the future performance and prospects of an acquired business, the expected benefits of an acquisition on the Company's future business and operations and the ability of the Company to successfully integrate recently acquired businesses or the possibility that the Company will be unable to execute on the intended redeployment of proceeds from a divestiture, whether due to a lack of favorable investment opportunities or otherwise.

For additional information concerning such risk factors and cautionary statements, please see the section titled “Risk Factors” in the Company’s periodic reports filed with the Securities and Exchange Commission, including, but not limited to, the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2018. Except as required by law, we undertake no obligation to update or revise any forward-looking statements we make in our press releases, whether as a result of new information, future events or otherwise.