UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): March 10, 2011

NN, INC.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	0-23486 (Commission File Number)	62-1096725 (IRS Employer Identification No.)
2000 Waters Edge Drive Johnson City, Tennessee (Address of principal executive offices)		37604 (Zip Code)

Registrant's telephone number, including area code: (423)743-9151

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

o Written communications pursuant to Rule 425 under the Securities Act (17CFT 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17CFT 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFT 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13c-4(c) under the Exchange Act (17CFT 240.13c-4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On March 9, 2011, the Company entered into Amendment No. 1 to Second Amended and Restated Credit Agreement among the Company, certain of its foreign Subsidiaries, a number of lenders and KeyBank National Association (the "Amendment"). The Amendment increases the Total Commitment Amount (as defined in the Amendment) by $25 million for a total commitment of $100 million under the revolving credit facility.

ITEM 2.02 RESULTS OF OPERATIONS AND FINANCIAL CONDITIONS

Published as Exhibit 99.1 is NN Inc.'s press release dated March 10, 2011 regarding the results for the year ended December 31, 2010.

The attached press release includes the following non-GAAP measures: Net income excluding after-tax restructuring and costs for plant closing, after-tax foreign exchange gain on inter-company loans, after-tax other changes and new program startup costs at Whirlaway. These non-GAAP measures are not in accordance with, or an alternative for, generally accepted accounting principles and may be different from non-GAAP measures used by other companies. In addition, these non-GAAP measures are not based on any comprehensive set of accounting rules or principles. We believe that non-GAAP measures have limitations in that they do not reflect all of the amounts associated with our results of operations as determined in accordance with GAAP and that these measures should only be used to evaluate our results of operations in conjunction with the corresponding GAAP measures.

Our management uses financial information that does not include (a) after-tax restructuring costs for plant closing, (b) after-tax foreign exchange gain on intercompany loans, (c) after-tax other changes and (d) new program startup costs at Whirlaway.

We use these non-GAAP financial measures in making operating decisions because we believe the measures provide meaningful supplemental information regarding our core operational performance. We use these measures to help make budgeting and spending decisions. Further, these non-GAAP financial measures facilitate management's internal comparisons to our historical operating results.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

The following exhibit is furnished pursuant to Item 2.02, is not considered "filed" under the Securities Exchange Act of 1934, as amended, and shall not be incorporated by reference into any of the previous or future filings of NN, Inc. under the Securities Act of 1933, as amended, or the Exchange Act.

Exhibit Number	Description of Exhibit
99.1	Press Release of NN, Inc. dated March 10, 2011.
99.2	Amendment No. 1 to Second Amended and Restated Credit Agreement among the Company, certain of its foreign Subsidiaries, a number of lenders and KeyBank National Association (the "Amendment").

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.

	NN, INC.
Date: March 10, 2011	By: /s/ William C. Kelly, Jr.
	Name : William C. Kelly Jr.
	Title: Vice President and Chief Administrative Officer

FINANCIAL
RELATIONS BOARD

news

RE: NN, Inc.
2000 Waters Edge Drive
Johnson City, TN 37604

FOR FURTHER INFORMATION:

AT THE COMPANY
Will Kelly
Vice President and Chief Administrative Officer
(423) 743-9151

AT FINANCIAL RELATIONS BOARD
Marilynn Meek
(General info)
(212) 827-3773

FOR IMMEDIATE RELEASE
March 10, 2011

NN, INC. REPORTS STRONG 2010 FOURTH QUARTER AND FULL YEAR RESULTS

SIGNIFICANT IMPROVEMENTS IN REVENUE, NET INCOME AND CASH FLOW HIGHLIGHT 2010 RESULTS

- **Sales rose 23% for the quarter and 41% for the full year over prior year**
- **Net income from normal operations was $5.1 million for the quarter and $14.6 million for the full year compared to net losses of $1.9 million and $23.3 million for the same periods in 2009**
- **Forecasted revenues of $405 million to $415 million for 2011, represent growth of approximately 12% over 2010**

Johnson City, Tenn, March 10, 2011 – NN, Inc. (Nasdaq: NNBR) today reported its financial results for the fourth quarter and year ended December 31, 2010. Net sales for the fourth quarter were $96.3 million, up $18.1 million or 23.1% from $78.3 million for the comparable period of 2009. Approximately $19.3 million of this growth was due to increased sales volumes associated with recovering global demand for the Company's products, particularly in the automotive and industrial end markets. Raw material pass-through and price increases accounted for $1.8 million of the increase while favorable mix accounted for $1.4 million. These increases were partially offset by negative foreign currency translation of $4.4 million.

Net income for the fourth quarter of 2010 of $2.1 million, or $0.12 per diluted share, included $3.0 million, net of tax of non-operating costs which is comprised of $2.0 million in start-up costs associated with new programs in our Precision Metal Components segment and $1.1 million in plant closing, restructuring and impairment charges. Net income from normal operations in the fourth quarter of 2010 was $5.1 million, or $0.30 per diluted share compared to net loss from normal operations of $1.9 million, or $(0.12) per diluted share for the same period in 2009.

Net sales for the full year rose $106.0 million or 40.9% to $365.4 million compared to $259.4 million for the full year of 2009. Increased global demand for the Company's products accounted for approximately $116.0 million of the increase. Price increases and raw material pass through accounted for $1.6 million. Foreign currency translation and unfavorable mix issues had a negative impact of $10.7 million and $0.9 million, respectively.

Net income for the full year of 2010 of $6.4 million, or $0.39 per diluted share, included $8.2 million, net of tax of non-operating charges which is comprised of $5.8 million in plant closing, restructuring and asset impairment charges, $3.0 million in startup costs associated with new programs in our Precision Metal Components segment and $0.5 million in other charges. These charges were offset somewhat by a foreign currency exchange gain on intercompany notes of $1.1 million. Net income from normal operations for the full year of 2010 was $14.6 million, or $0.88 per diluted share, compared to a net loss from normal operations of $23.3 million, or $(1.43) per diluted share for the full year of 2009.

James H. Dorton, Vice President and Chief Financial Officer, commented, "Our fourth quarter revenues and earnings reflect the continued effects of a strong global demand for our products and our ability to favorably leverage production efficiencies due to aggressive cost reduction initiatives. As a percentage of net sales, cost of products sold was 82.0% in the fourth quarter of 2010 compared to 84.7% in the fourth quarter of 2009. For the years 2010 and 2009, cost of products sold as a percentage of net sales was 81.1% and 90.8%, respectively."

Mr. Dorton, continued, "Selling, general and administrative expenses for the fourth quarter of 2010 were $8.1 million, or 8.4% of net sales, compared to $7.5 million, or 9.6% for the same period in 2009. For full year 2010, selling, general and administrative expenses were $30.4 million or 8.3% of net sales, compared to $27.3 million, or 10.5% of net sales in 2009. During the quarter and the full year of 2010, we were successful in leveraging our increased sales volumes and aggressively cutting costs. This allowed our SG&A expenses as a percentage of sales to return to more historic levels. The increase in SG&A dollars for the quarter and the full year compared to the same periods last year was primarily due to the reinstatement of salaries to pre-recessionary levels and costs associated with performance based compensation plans."

"On January 20th of this year we announced that we were ceasing company manufacturing operations at our German manufacturing facility, Kugelfertigung Eltmann GmbH, because the operation had reached a state of statutory bankruptcy. Economic factors over the last two years coupled with the high cost of manufacturing our products in Germany had eroded the financial status of our Eltmann facility. Unfortunately, an improvement in the operations of this facility to reverse this condition in the near future was not foreseeable and this necessitated the bankruptcy filing. As a result of this filing, we were required to write the fixed assets down to fair market value as of December 31, 2010, resulting in a charge of $0.3 million. When the bankruptcy court proceedings are completed within several months, we will be required to write-off all assets and liabilities of the subsidiary and record any contingent liabilities. Although the ultimate impact of the bankruptcy filing will depend on the findings of the German bankruptcy court, we do not expect these charges will be significant to our consolidated profitability. We are not aware of any significant disruption of normal product flow to our customers that were served by Eltmann prior to the bankruptcy filing. Furthermore, we have capacity within our remaining global operations to absorb demand for products that were manufactured at this facility."

Mr. Dorton continued, “On December 22, 2010, we announced that we had entered into an amended and restated revolving credit facility with Key Bank as the administrative agent. We also amended the terms of the agreement of our senior notes with Prudential Capital due in April 2014. The new facilities carry more favorable terms than the expiring facilities and will allow us more flexibility to fund strategic investments as well as realize significant savings on interest costs. These new amended agreements carry a revised interest rate of LIBOR or a Base Rate plus an applicable margin of 1.5% to 3.5% depending on the levels of certain covenants. The senior notes carry a new interest rate of 6.7%. The amended facility also allows us to request to increase the facility size by an additional $60 million under the same terms and conditions upon approval from the lenders. On March 9, 2011, we exercised an option to increase the size of the facility from $75 million to $100 million to allow us the flexibility to fund additional growth projects. We finished the year with approximately $50.5 million outstanding under the revolving credit facility and $22.9 million outstanding under the senior notes.”

“Our debt, net of cash at December 31, 2010 was $67.8 million. This represents a decrease of $10.4 million over the December 31, 2009 amount of $78.2 million. Positive cash flow generated by improved earnings during 2010 drove the decrease in net debt. For the full year we funded $15.2 million in capital projects, the majority of which are for new programs at our Precision Metal Components business unit. In 2011 we plan to spend approximately $23 million in capital expenditures. Approximately one third of our budget will be for maintenance and cost reduction programs and the other two thirds will be for growth programs at our Precision Metal Components segment and our Metal Bearing Components segment.”

Roderick R. Baty, Chairman and Chief Executive Officer**,** commented, “Our 2010 results represent a remarkable turnaround for us in revenue growth, profitability and cash flow. The restructuring and permanent cost reduction actions we took in response to the global economic crisis have allowed us to emerge from the recession a more resilient and cost efficient company. As customer demand for our products strengthened in 2010, we continued to develop the aggressive cost cutting strategies that we implemented during 2008 and 2009. These strategies have allowed us to significantly leverage our top line improvement into growth in net income and cash flows.”

Mr. Baty, concluded, “We are encouraged by the performance of our business units and the strong levels of customer demand for our products that we realized in 2010. We are anticipating this strong demand to continue into 2011. We also expect revenue contributions from new programs at our Precision Metal Components business to contribute to our results in 2011, although new program revenues will not contribute significantly until the second quarter of the year and then accelerate to expected levels in the last half of 2011. Therefore, we are currently forecasting 2011 revenues to be in the range of $405 million to $415 million. The midpoint of our revenue guidance, if achieved, would represent 12% sales growth over fiscal year 2010. As always, we will continue to aggressively manage our business for continued improvements in revenue and profitability. As a result, our 2011 Business Plan calls for significant improvement in year over year revenues and net income from 2010 levels.”

NN, Inc. manufacturers and supplies high precision metal bearing components, industrial plastic and rubber products and precision metal components to a variety of markets on a global basis. Headquartered in Johnson City, Tennessee, NN has 10 manufacturing plants in the United States, Western Europe, Eastern Europe and China. NN, Inc. had sales of US $365 million in 2010.

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 Company's dependence on certain major customers, the successful implementation of the global growth plan including development of new products and consummation of potential acquisitions and other risk factors and cautionary statements listed from time to time 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, 2009.

NN, Inc.
Condensed Statements of Income
(In Thousands, except per diluted share amounts)
(Unaudited)

	Three Months Ended December 31,		Twelve Months Ended December 31,	
	2010	2009	2010	2009
Net sales	$ 96,340	$ 78,264	$ 365,369	$ 259,383
Cost of products sold (exclusive of depreciation shown separately below)	79,019	66,282	296,422	235,466
Selling, general and administrative	8,051	7,495	30,407	27,273
Depreciation and amortization	4,043	6,412	19,195	22,186
(Gain) Loss on disposal of assets	129	534	808	493
Restructuring and impairment costs	229	235	2,289	4,977
Income (Loss) from operations	4,869	(2,694)	16,248	(31,012)
Interest expense, net	1,557	1,641	6,815	6,359
Other (income) expense	(113)	(217)	(1,552)	253
Income (Loss) before provision for income taxes	3,425	(4,118)	10,985	(37,624)
Provision for income taxes	1,349	(758)	4,569	(2,290)
Net income (Loss)	$ 2,076	$ (3,360)	$ 6,416	$ (35,334)
Diluted income (Loss) per common share	$ 0.12	$ (0.21)	$ 0.39	$ (2.17)
Weighted average diluted shares	16,768	16,268	16,570	16,268

NN, Inc.
Condensed Balance Sheets
(In Thousands)
(Unaudited)

	December 31, 2010	December 31, 2009
Assets		
Current Assets:		
Cash	$ 5,556	$ 8,744
Accounts receivable, net	63,331	49,412
Inventories, net	41,882	33,275
Other current assets	4,901	6,852
Total current assets	115,670	98,283
Property, plant and equipment, net	118,488	129,715
Goodwill and intangible assets, net	9,296	10,784
Other assets	5,101	3,870
Total assets	$ 248,555	$ 242,652
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 55,549	$ 38,048
Accrued salaries and wages	13,548	14,469
Current portion of long-term debt	5,714	9,405
Other liabilities	8,776	6,567
Total current liabilities	83,587	68,489
Non-current deferred income tax liability	3,954	3,558
Long-term debt, net of current portion	67,643	77,558
Other	15,264	16,244
Total liabilities	170,448	165,849
Total stockholders' equity	78,107	76,803
Total liabilities and stockholders' equity	$ 248,555	$ 242,652

NN, Inc.
Reconciliation of Non-GAAP to GAAP Financial Measures
(Unaudited)

	Three Months Ended December 31, 2010		Year Ended December 31, 2010	
	In Thousands	Diluted Earnings Per Share	In Thousands	Diluted Earnings Per Share
Net Income (Loss)	$ 2,076	$ 0.12	$ 6,416	$ 0.39
After-tax restructuring, impairment and costs for plant closing	1,127	0.07	5,778	0.35
After-tax foreign exchange (gain) loss on intercompany loans	(138)	(0.01)	(1,101)	(0.07)
After-tax other charges	--	--	460	0.03
New program startup costs at Whirlaway	2,000	0.12	3,023	0.18
Net income from normal operations	$ 5,065	$ 0.30	14,576	$ 0.88

	Three Months Ended December 31, 2009		Year Ended December 31, 2009	
	In Thousands	Diluted Earnings Per share	In Thousands	Diluted Earnings Per share
Net Income (Loss)	$ (3,360)	$ (0.21)	$ (35,334)	$ (2.17)
After-tax restructuring costs for plant closing	--	--	3,761	0.23
After-tax impairment of assets of closed plant	235	0.01	235	0.01
After-tax adjustment to deferred tax valuation allowance	908	0.06	7,136	0.44
After-tax accelerated depreciation for assets no longer in use	341	0.02	341	0.02
After-tax write-off of capitalized loan costs	--	--	604	0.04
Net income from normal operations	$ (1,876)	$ (0.12)	$ (23,257)	$ (1.43)

The Company's management evaluates operating performance excluding unusual and/or nonrecurring items. The Company believes excluding such items provides a more effective and comparable measure of performance and a clearer view of underlying trends. Since net income excluding these items is not a measure calculated in accordance with GAAP, this should not be considered as a substitute for other GAAP measures, including net income, as an indicator of performance. Accordingly, net income/loss excluding the above items is reconciled to net income/loss on a GAAP basis.

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EXECUTION VERSION

AMENDMENT NO. 1 TO
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

This **AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT** is made as of March 9, 2011 (this "Amendment"), among **NN, INC.**, a Delaware corporation (the "US Borrower"), the **FOREIGN BORROWERS** party hereto (together with the US Borrower, the "Borrowers" and each individually, a "Borrower"), the **LENDERS** party hereto and **KEYBANK NATIONAL ASSOCIATION**, as Agent (as defined below).

WITNESSETH:

WHEREAS, the Borrowers have been extended certain loans and other financial accommodations pursuant to the Second Amended and Restated Credit Agreement, dated as of December 21, 2010 (as heretofore amended, supplemented or otherwise modified from to time, the "Credit Agreement"), among the Borrowers, the Lenders party thereto and KeyBank National Association, as administrative agent and collateral agent (the "Agent");

WHEREAS, pursuant to Section 2.9(b) of the Credit Agreement, the Borrowers have requested that the Agent increase the Total Commitment Amount (as defined in the Credit Agreement) by an amount equal to Twenty-Five Million Dollars ($25,000,000) (the "Commitment Increase Amount");

WHEREAS, the Lenders desire to consent to the increase in the Total Commitment Amount;

WHEREAS, the parties desire to amend certain provisions of the Credit Agreement as set forth herein; and

WHEREAS, the Borrowers, the Lenders and the Agent constitute the parties required for purposes of amending the Credit Agreement pursuant to Section 11.3 thereof;

NOW THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrowers, the Agent and the Lenders do hereby agree as follows:

SECTION 1. D EFINED TERMS.

Each term used and not otherwise defined herein shall have the meaning ascribed to such term in the Credit Agreement. Unless specifically noted, for purposes of this Amendment, the term "Lender" shall be deemed to include each Swing Line Lender and each Fronting Lender.

SECTION 2. CONSENT TO INCREASE IN COMMITMENT.

Each Lender hereby consents to the increase in the Total Commitment Amount by an amount equal to Twenty-Five Million Dollars ($25,000,000) and agrees that its respective Revolving Credit Commitment and Maximum Amount may be increased, based upon its Commitment Percentage, as set forth on Exhibit A hereto.

SECTION 3. AMENDMENT TO CREDIT AGREEMENT.

3.1 **Amendments to Section 2.2(c) (Domestic Swing Loans).** Clause (i) of Section 2.2(c) of the Credit Agreement is hereby amended in its entirety on the Amendment Effective Date (as hereinafter defined) to read as follows:

(i) Generally. Subject to the terms and conditions of this Agreement, during the Commitment Period, the Domestic Swing Line Lender shall make a Domestic Swing Loan or Domestic Swing Loans to US Borrower in such amount or amounts as Administrative Borrower, through an Authorized Officer, may from time to time request; provided that Administrative Borrower shall not request any Domestic Swing Loan if, after giving effect thereto, (A) the Revolving Credit Exposure would exceed the Total Commitment Amount, (B) the Domestic Swing Line Exposure would exceed the Domestic Swing Line Commitment, (C) the Revolving Credit Loan and Letter of Credit Exposure would exceed Ninety Million Dollars ($90,000,000) or (D) any Lender is at such time a Defaulting Lender hereunder, unless the Domestic Swing Line Lender has entered into satisfactory arrangements with the relevant Credit Party or such Lender to eliminate the Domestic Swing Line Lender’s risk with respect to such Defaulting Lender. Each Domestic Swing Loan shall be due and payable on the Domestic Swing Loan Maturity Date applicable thereto. Each Domestic Swing Loan shall be made in Dollars.

3.2 **Amendments to Section 2.2(d) (Foreign Swing Loans).** Clause (i) of Section 2.2(d) of the Credit Agreement is hereby amended in its entirety on the Amendment Effective Date to read as follows:

(i) Generally. Subject to the terms and conditions of this Agreement, during the Commitment Period, the Foreign Swing Line Lender shall make a Foreign Swing Loan or Foreign Swing Loans to any Foreign Swing Line Borrower in such amount or amounts as Administrative Borrower, through an Authorized Officer, may from time to time request; provided that Administrative Borrower shall not request any Foreign Swing Loan if, after giving effect thereto, (A) the Revolving Credit Exposure would exceed the Total Commitment Amount, (B) the Foreign Swing Line Exposure would exceed the Foreign Swing Line Commitment, (C) the Foreign Borrower Exposure would exceed the Foreign Borrower Maximum Amount, (D) the Alternate Currency Exposure would exceed the Alternate Currency Maximum Amount, (E) the Revolving Credit Loan and Letter of Credit Exposure would exceed Ninety Million Dollars ($90,000,000) or (F) any Lender is at such time a Defaulting Lender hereunder, unless the Foreign Swing Line Lender has entered into satisfactory arrangements with the relevant Credit Party or such Lender to eliminate the Foreign Swing Line Lender’s risk with respect to such Defaulting Lender. Each Foreign Swing Loan shall be due and payable on the Foreign Swing Loan Maturity Date applicable thereto. Each Foreign Swing Loan shall be made in an Alternate Currency. With respect to each Foreign Swing Line Loan, subject to the other provisions of this Agreement, the appropriate Foreign Swing Line Borrower shall receive all of the proceeds of such Foreign Swing Loan in one Alternate Currency and repay such Foreign Swing Loan in the same Alternate Currency.

SECTION 4. REPRESENTATIONS AND WARRANTIES.

Each Borrower hereby represents and warrants to the Lenders and the Agent as follows:

4.1 **This Amendment.** This Amendment has been duly and validly executed by an authorized officer of such Borrower and constitutes the legal, valid and binding obligation of such Borrower enforceable against such Borrower in accordance with its terms. The Credit Agreement, as amended by this Amendment, remains in full force and effect and remains the legal, valid and binding obligation of such Borrower enforceable against such Borrower in accordance with its terms.

4.2 **No Default or Event of Default.** No Default or Event of Default now exists under the Credit Agreement and, upon the effectiveness of this Amendment, no Default or Event of Default will be existing and no Default or Event of Default will occur as a result of the effectiveness of this Amendment.

4.3 **Restatement of Representations and Warranties.** Upon the effectiveness of this Amendment, the representations and warranties of such Borrower contained in the Credit Agreement, as amended by this Amendment, and the other Loan Documents will be true and correct in all material respects on and as of the date of this Amendment, except for representations and warranties that were given as of a specific earlier date (which remain true and correct as of such earlier date).

SECTION 5. CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective as of the date and time (the "Amendment Effective Date") at which each of the following conditions precedent shall have been fulfilled:

5.1 **This Amendment**. The Agent shall have received from each Borrower and requisite Lenders an original counterpart of this Amendment, in each case, executed and delivered by a duly authorized officer of such Borrower or such Lender, as the case may be.

5.2 **Guarantor Acknowledgement**. The Agent shall have received from each Guarantor of Payment a counterpart of the Acknowledgement of Guarantors of Payment, attached hereto as Annex I, in each case, executed and delivered by a duly authorized officer of such Guarantor of Payment.

5.3 **Amended and Restated US Borrower Revolving Credit Notes**. The Agent shall have received from US Borrower an executed US Borrower Revolving Credit Note (in form and substance satisfactory to the Agent) for each Lender reflecting the increase in such Lender's Revolving Credit Commitment.

5.4 **Commitment Increase Fee.** The Borrowers shall have paid to the Agent, for the ratable benefit of the Lenders which have executed this Amendment, a non-refundable commitment increase fee, which shall be fully earned when paid, in the amount of One Hundred Sixty-Two Thousand Five Hundred Dollars ($162,500); provided however, each such signing Lender's share of such fee shall be equal to its respective Commitment Percentage of such One Hundred Sixty-Two Thousand Five Hundred Dollars ($162,500).

5.5 **Fees and Expenses**. The Borrowers shall have paid all other reasonable outstanding costs, expenses and fees of the Agent and its advisors, service providers and legal counsels incurred in connection with the documentation of this Amendment.

5.6 **Other Documents**. The Agent shall have received such other documents, instruments or other materials as it shall have reasonably requested.

SECTION 6. MISCELLANEOUS

6.1 **Governing Law**. This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio.

6.2 **Severability**. Any provision of this Amendment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Amendment.

6.3 **Counterparts**. This Amendment may be executed in any number of counterparts and by different parties hereto and separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument.

6.4 **Headings**. Section headings used in this Amendment are for the convenience of reference only and are not a part of this Amendment for any other purpose.

6.5 **Negotiations**. Each Borrower acknowledges and agrees that all of the provisions contained herein were negotiated and agreed to in good faith after discussion with the Agent and the Lenders and reviewed by counsel for such Borrower.

6.6 **Nonwaiver**. The execution, delivery, performance and effectiveness of this Amendment shall not operate as, or be deemed or construed to be, a waiver: (i) of any right, power or remedy of the Lenders or the Agent under the Credit Agreement (as amended by this Amendment) or any other Loan Document, or (ii) any term, provision, representation, warranty or covenant contained in the Credit Agreement (as amended by this Amendment) or any other Loan Document. Further, none of the provisions of this Amendment shall constitute, be deemed to be or construed as, a waiver of any Default or Event of Default under the Credit Agreement (as amended by this Amendment).

6.7 **Reference to and Effect on the Credit Agreement**. Upon the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import shall mean and be a reference to the Credit Agreement, as amended by this Amendment and each reference to the Credit Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Credit Agreement shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

6.8 **Release of Claims.** In consideration of the Agent's and Lenders' agreements contained in this Amendment, each Borrower acknowledges and agrees that such Borrower does not have knowledge, as of the date hereof, of any claim, defense or set-off right against the Agent, the Lenders or their respective Affiliates, parents, subsidiaries, employees, officers, directors, agents, representatives and counsel (collectively, the "Lender Parties") of any nature whatsoever, whether sounding in tort, contract or otherwise, and has no claim, defense or set-off of any nature whatsoever relating to the enforcement by the Agent or any Lender of the full amount of its obligations for the Loans and other Obligations under the Credit Agreement and the other Loan Documents. Notwithstanding the foregoing, to the extent that any claim, cause of action, defense or set-off against any of the Lender Parties or their enforcement of the Credit Agreement, any Note, or any other Loan Document, of any nature whatsoever of which such Borrower is aware, whether anticipated or unanticipated, suspected or unsuspected, fixed, contingent, conditional, or at law or in equity in any case originating in whole or in part on or before the Amendment Effective Date, does nonetheless exist on the date hereof, in consideration of the Agent's and Lenders' entering into this Agreement, each Borrower irrevocably and unconditionally forever waives and releases fully each and every such claim, cause of action, defense and set-off against the Lender Parties.

6.9 **Reaffirmation.** Each of the parties hereto, as debtor, grantor, pledgor, guarantor, assignor, or in any other similar capacity in which such party grants liens or security interests in its property or otherwise acts as accommodation party or guarantor, as the case may be, under the Loan Documents, hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under the Credit Agreement and the other Loan Documents to which it is a party and (ii) to the extent such party has granted liens on or security interests in any of its property pursuant to the Credit Agreement or any other Loan Document as security for or otherwise guaranteed the Obligations, ratifies and reaffirms such guarantee and grant of security interests and liens and confirms and agrees that such security interests and liens hereafter secure all of the Obligations. Each of the parties hereto hereby consents to this Amendment and hereby ratifies and affirms the Credit Agreement and the other Loan Documents, as amended hereby.

6.10 **Loan Document.** This Amendment is a Loan Document.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers or agents thereunto duly authorized as of the date first written above.

BORROWERS:

NN, INC.

By: ____________________________
Name: James H. Dorton
Title: Vice President – Corporate Development and Chief Financial Officer

NN NETHERLANDS B.V.

By: ____________________________
Name: William C. Kelly, Jr.
Title: Director

NN SLOVAKIA, S.R.O

By: ____________________________
Name: William C. Kelly, Jr.
Title: Executive Director

NN EUROPE S.P.A.

By: ____________________________
Name: William C. Kelly, Jr.
Title: Director

[Signature Page to Amendment No. 1]

AGENT AND LENDERS:

KEYBANK NATIONAL ASSOCIATION, as Lender and as Agent

By: ______________________________
Name: Suzannah Harris
Title: Vice President

REGIONS BANK, as Lender

By: ______________________________
Name:
Title:

BRANCH BANKING AND TRUST COMPANY, as Lender

By: ______________________________
Name:
Title:

WELLS FARGO BANK NATIONAL ASSOCIATION, as Lender

By: ______________________________
Name:
Title:

ANNEX I

ACKNOWLEDGEMENT OF GUARANTORS OF PAYMENT

Each undersigned hereby acknowledges and agrees to the terms of the Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of March 9, 2011 (the "Amendment"), delivered in connection with the Second Amended and Restated Credit, dated as of December 21, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among NN, Inc., a Delaware corporation (the "US Borrower"), the Foreign Borrowers party thereto (together with the US Borrower, the "Borrowers" and each individually, a "Borrower"), various financial institutions (collectively, the "Lenders" and individually, a "Lender") and KeyBank National Association ("KeyBank"), as administrative agent and collateral agent (the "Agent").

Each of the undersigned hereby confirms that, upon the effectiveness of the Amendment, each Guaranty of Payment by the undersigned and each other Loan Document to which the undersigned is a party shall remain in full force and effect and be the legal, valid and binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms. The undersigned hereby further confirms that, upon the effectiveness of the Amendment, such Guaranty of Payment shall continue to guaranty the Obligations (as defined therein).

Capitalized terms used herein but not defined are used as defined in the Credit Agreement.

THE DELTA RUBBER COMPANY

By: ___________________________
Name: James H. Dorton
Title: Treasurer

WHIRLAWAY CORPORATION

By: ___________________________
Name: James H. Dorton
Title: Treasurer

TRIUMPH LLC

By:
____
Name: James H. Dorton
Title: Treasurer

INDUSTRIAL MOLDING CORPORATION

By: ___________________________
Name: James H. Dorton
Title: Treasurer

NN HOLDINGS B.V.

By:
____
Name: William C. Kelly, Jr.
Title: Managing Director

NN INTERNATIONAL B.V.

By: ___________________________
Name: William C. Kelly, Jr.
Title: Managing Director

Exhibit A

SCHEDULE 1(A)

LENDERS	COMMITMENT PERCENTAGE	REVOLVING CREDIT COMMITMENT AMOUNT	MAXIMUM AMOUNT
KeyBank National Association	28.00%	$28,000,000	$28,000,000
Regions Bank	24.00%	$24,000,000	$24,000,000
Branch Banking and Trust Company	24.00%	$24,000,000	$24,000,000
Wells Fargo Bank National Association	24.00%	$24,000,000	$24,000,000
Total Commitment Amount	100%	$100,000,000.00	$100,000,000.00