

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): October 4, 2011



**NN, INC.**

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(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:

- Written communications pursuant to Rule 425 under the Securities Act (17CFT 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17CFT 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFT 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13c-4(c) under the Exchange Act (17CFT 240.13c-4(c))
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**ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

On September 30, 2011, NN amended its \$100 million revolving credit agreement agented by Keybank and its long-term loan agreement with Prudential Capital in order to adjust the fixed charge coverage ratio (FCC) covenant to better correlate current and expected levels of capital spending and other fixed charges with earnings before taxes, interest and depreciation (EBITDA). The following table compares the FCC ratio before and after the amendment.

<b>Quarterly Period Ending</b>	<b>Before Amendment</b>	<b>After Amendment</b>
9/30/11	1.10	1.00
12/31/11	1.25	1.00
3/31/12	1.25	1.00
6/30/12	1.25	1.00
9/30/12	1.25	1.00
12/31/12	1.35	1.25
3/31/13	1.35	1.25
6/30/13	1.35	1.25
9/30/13	1.35	1.25
12/31/13 and Thereafter	1.50	1.25

The amendments also provide that the company will assure that the total outstanding under the revolving credit agreement shall be at least \$10 million less than the total committed amount of \$100 million during the period commencing September 30, 2011 and ending on September 30, 2012.

The company had approximately \$74.0 million outstanding under the revolving credit agreement and \$17.1 million outstanding under the Prudential fixed rate notes as of the date of the amendment.

**ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS**

The following exhibits are furnished pursuant to Item 1.01, are 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.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
10.1	Amendment No. 1 to Third Amended and Restated Note Purchase and Shelf Agreement.
10.2	Amendment No. 2 to Second Amended and Restated Credit Agreement.

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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: October 6, 2011

By: /s/ William C. Kelly, Jr.

Name : William C. Kelly Jr.

Title: Vice President and Chief Administrative Officer

**AMENDMENT NO. 1  
TO THIRD AMENDED AND RESTATED NOTE PURCHASE AND SHELF AGREEMENT**

This **AMENDMENT NO. 1 TO THIRD AMENDED AND RESTATED NOTE PURCHASE AND SHELF AGREEMENT** is made as of September 30, 2011 (this "Amendment"), among **NN, INC.**, a Delaware corporation (the "Company"), certain of its subsidiaries named below (the "Guarantors") and collectively with the Company, each an "Obligor"), The Prudential Insurance Company of America (together with its successors and assigns, "Prudential") and the other holders of the Notes from time to time party to the Note Agreement (as defined below) (collectively, and together with their successors and assigns, the "Noteholders").

**WITNESSETH:**

**WHEREAS**, the Company, the Guarantors and the Noteholders are parties to a certain Third Amended and Restated Note Purchase and Shelf Agreement, dated as of December 21, 2010, (as heretofore amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement");

**WHEREAS**, the Company has requested that the Noteholders amend Section 10.4 of the Note Agreement to decrease the Fixed Charge Coverage Ratio for a specified period;

**WHEREAS**, the Noteholders desire to amend Section 10.4 as requested by the Company;

**WHEREAS**, the parties desire to amend the terms of the Note Agreement on the terms set forth herein;

**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 Company, the Guarantors and the Noteholders do hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

Each term used and not otherwise defined herein shall have the meaning ascribed to such term in the Note Agreement.

**SECTION 2. AMENDMENT TO NOTE AGREEMENT.**

2.1 **Amendments to Section 10.4.** Section 10.4 of the Note Agreement is hereby amended by replacing such Section in its entirety with the following:

Section 10.4 Fixed Charge Coverage Ratio: The Company shall not suffer or permit as of the last day of any fiscal quarter the Fixed Charge Coverage Ratio to be less than (i) 1.00 to 1.00 for the periods ending September 30, 2011, December 31, 2011, March 31, 2012, June 30, 2012, and September 30, 2012 and (ii) 1.25 to 1.00 for the periods ending December 31, 2012 and thereafter; provided, further, that at all times during the period commencing September 30, 2011 and ending on September 30, 2012, the Total Commitment Amount (as defined in the Credit Agreement) must exceed the sum of the aggregate outstanding principal amount of all Revolving Loans (as defined in the Credit Agreement) plus the Letter of Credit Exposure (as defined in the Credit Agreement) plus the Swing Line Exposure (as defined in the Credit Agreement) by an amount no less than Ten Million Dollars (\$10,000,000).

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### SECTION 3. REPRESENTATIONS AND WARRANTIES.

Each Obligor hereby represents and warrants to the Noteholders as follows:

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

3.2 **Power and Authority.** The execution, delivery and performance by such Obligor of this Amendment (i) are within such Obligor's power and authority; (ii) have been duly authorized by all necessary corporate and shareholder action; (iii) are not in contravention of any provision of such Obligor's certificate of incorporation or bylaws or other organizational documents; (iv) do not violate any law or regulation, or any order or decree of any Governmental Authority; (v) do not conflict with or result in the breach or termination of, constitute a default under or accelerate any performance required by, any indenture, mortgage, deed of trust, lease, agreement or other instrument to which such Obligor or any of its Subsidiaries is a party or by which such Obligor or any such Subsidiary or any of their respective property is bound; (vi) do not result in the creation or imposition of any Lien upon any of the property of such Obligor or any of its Subsidiaries; and (vii) do not require the consent or approval of any Governmental Authority or any other person.

3.3 **No Default or Event of Default.** No Default or Event of Default now exists under the Note 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.

3.4 **Restatement of Representations and Warranties.** Upon the effectiveness of this Amendment, the representations and warranties of such Obligor contained in the Note Agreement, as amended by this Amendment, and the other Financing 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) or representations and warranties which became inaccurate solely as a result of changes permitted under the Note Agreement.

### SECTION 4. CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective as of the time on which each of the following conditions precedent shall have been fulfilled:

4.1 **This Amendment.** The Noteholders shall have received from each Obligor and each other Noteholder an original counterpart of this Amendment, in each case, executed and delivered by a duly authorized officer of such Obligor or such Noteholder, as the case may be.

4.2 **Amendment to Credit Agreement.** The Obligors shall have delivered to the Noteholders a fully effective (except for any condition to effectiveness to be satisfied by delivery of this Amendment) amendment to the Credit Agreement, in form and substance satisfactory to the Noteholders, incorporating in substance the amendments set forth in Section 2 of this Amendment (the "Credit Agreement Amendment").

4.3 **Amendment Fee.** The Obligors shall have paid each Noteholder the amendment fee payable to such Noteholder as set forth on Exhibit A hereto.

4.4 **Other Fees and Expenses.** The Obligors shall have paid all other reasonable outstanding costs, expenses and fees of the Noteholders and its advisors, service providers and legal counsels incurred in connection with the documentation of this Amendment, in each case, to the extent invoiced.

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

#### SECTION 5. REAFFIRMATIONS AND ACKNOWLEDGMENTS.

5.1 **Reaffirmation of Guaranty.** Each Guarantor consents to the execution and delivery by the Company of this Amendment and jointly and severally ratify and confirm the terms of its Guaranty of the Obligations of the Company arising under Section 23 of the Note Agreement. Each Guarantor acknowledges that, notwithstanding anything to the contrary contained herein or in any other document evidencing any indebtedness of the Company to the Noteholders or any other obligation of the Company, or any actions now or hereafter taken by the Noteholders with respect to any obligation of the Company, Section 23 of the Note Agreement (i) is and shall continue to be a primary obligation of the Guarantors, (ii) is and shall continue to be an absolute, unconditional, joint and several, continuing and irrevocable guaranty of payment, and (iii) is and shall continue to be in full force and effect in accordance with its terms. Nothing contained herein to the contrary shall release, discharge, modify, change or affect the original liability of the Guarantors under Section 23 of the Note Agreement.

5.2 **Acknowledgment of Perfection of Security Interest.** Each Obligor hereby acknowledges that, as of the date hereof, the security interests and liens granted to the Collateral Agent and the Noteholders under the Note Agreement, the Pledge Agreements and the other Financing Agreements are in full force and effect, are properly perfected and are enforceable in accordance with the terms of the Note Agreement and the other Financing Agreements.

#### SECTION 6. MISCELLANEOUS.

6.1 **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York and all applicable federal laws of the United States of America.

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 **No Novation.** This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Note Agreement or an accord and satisfaction in regard thereto.

6.4 **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.

6.5 **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.

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

6.7 **Expenses; Agreement With Respect to the Senior Notes Indenture.** The Obligors shall be responsible for all reasonable costs, expenses and fees of the Noteholders and its advisors, service providers and legal counsels incurred in connection with the documentation of this Amendment. To the extent any Lender (as defined in the Credit Agreement), solely in its capacity as a Lender under the Credit Agreement, is compensated or will be compensated for executing and delivering the Credit Agreement Amendment, whether by fee, increased yield or otherwise, the Obligors shall provide the Noteholders with at least the equivalent economic consideration (it being understood that the forgoing sentence shall in no way be deemed to constitute a consent on the part of the Noteholders for any such additional compensation to such Persons).

6.8 **Nonwaiver.** Other than as provided in Section 2 and above, 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 Noteholders under the Note Agreement (as amended by this Amendment) or any other Financing Agreement, or (ii) any term, provision, representation, warranty or covenant contained in the Note Agreement (as amended by this Amendment) or any other Financing Agreement. 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 Note Agreement (as amended by this Amendment).

6.9 **Reaffirmation.** Each Obligor hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under the Note Agreement (as amended by this Amendment) and each other Financing Agreement to which it is a party (including, without limitation, any Guaranty of Payment) and (ii) ratifies and reaffirms its grant of security interests and Liens under such documents and confirms and agrees that such security interests and Liens hereafter secure all of the Obligations.

6.10 **Binding Nature.** This Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective successors, successors-in-titles, and assigns.

6.11 **Entire Understanding.** This Amendment sets forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations or agreements, whether written or oral, with respect thereto.

6.12 **Financing Agreement.** This Amendment is a Financing Agreement.

[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.

**BORROWER:**

**NN, Inc.**

By: \_\_\_\_\_

Name: James H. Dorton

Title: Vice President – Corporate Development and Chief Financial Officer

**GUARANTORS:**

**INDUSTRIAL MOLDING CORPORATION**, as successor by merger to Industrial Molding Group, L.P.

By: \_\_\_\_\_

Name: James H. Dorton

Title: Treasurer

**THE DELTA RUBBER COMPANY**

By: \_\_\_\_\_

Name: James H. Dorton

Title: Treasurer

**WHIRLWAY CORPORATION**

By: \_\_\_\_\_

Name: James H. Dorton

Title: Treasurer

**TRIUMPH LLC**

By: \_\_\_\_\_

Name: James H. Dorton

Title: Treasurer

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**NOTEHOLDERS:**

**THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA**

By: \_\_\_\_\_  
Name: Billy Greer  
Title: Senior Vice President

**PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY**

By: Prudential Investment Management, Inc., as investment manager

By: \_\_\_\_\_  
Name: Billy Greer  
Title: Senior Vice President

**AMERICAN BANKERS LIFE ASSURANCE COMPANY OF FLORIDA, INC.**

By: Prudential Private Placement Investors, L.P., as Investment Advisor  
By: Prudential Private Placement Investors, Inc., as its General Partner

By: \_\_\_\_\_  
Name: Billy Greer  
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO THIRD AMENDED AND RESTATED NOTE AGREEMENT]

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**FARMERS NEW WORLD LIFE INSURANCE COMPANY**

By: Prudential Private Placement Investors, L.P., as Investment Advisor  
By: Prudential Private Placement Investors, Inc., as its General Partner

By: \_\_\_\_\_  
Name: Billy Greer  
Title: Senior Vice President

**UNION SECURITY INSURANCE COMPANY**

By: Prudential Private Placement Investors, L.P., as Investment Advisor  
By: Prudential Private Placement Investors, Inc., as its General Partner

By: \_\_\_\_\_  
Name: Billy Greer  
Title: Senior Vice President

[SIGNATURE PAGE TO FIRST AMENDMENT TO THIRD AMENDED AND RESTATED NOTE AGREEMENT]

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**Exhibit A**

<b>Noteholder</b>	<b>Wiring Instructions</b>	<b>Original Par</b>	<b>Amendment Fee</b>
The Prudential Insurance Company of America	JPMorgan Chase Bank New York, NY ABA No.: 021-000-021 Account Name: Prudential Managed Portfolio Account No.: P86188 (please do not include spaces) Re: NN, Inc. Fees, PPN 629337A@3	\$20,000,000	\$1,714.29
Prudential Retirement Insurance and Annuity Company	JP Morgan Chase Bank New York, NY ABA No. 021000021 Account Name: PRIAC Account No. P86329 (please do not include spaces) Re: NN, Inc. Fees, PPN 629337A@3	\$10,350,000	\$887.14
American Bankers Life Assurance Company of Florida	JP Morgan Chase Bank ABA No.: 021000021 Account No.: 9009000200 Name: Private Placement Income O.B.I.: G09888 Re: NN, Inc. Fees, PPN 629337A@3	\$3,600,000	\$308.57
Union Security Insurance Company	M&I Marshall & Ilsley Bank Milwaukee, WI ABA No.: 075000051 DDA Account No.: 27006 Account Name: General Trust Fund For further credit to Account No.: 89-0035-76-9 Account Name: Union Security Prudential Private Placements Re: NN, Inc. Fees, PPN 629337A@3	\$3,000,000	\$257.14
Farmers New World Life Insurance Company	JPMorgan Chase Bank New York, NY ABA No.: 021000021 Account No.: 9009000200 Account Name: SSG Private Income Processing For further credit to Account P58834 Farmers NWL Re: NN, Inc. Fees, PPN 629337A@3	\$3,050,000	\$261.43

**AMENDMENT NO. 2 TO  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT**

This **AMENDMENT NO. 2 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT** is made as of September 30, 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 amended by that certain Amendment No. 1 to Second Amended and Restated Credit Agreement dated as of March 9, 2011, and as otherwise 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**, the Borrowers have requested that the Lenders amend Section 5.7(d) of the Credit Agreement to decrease the Fixed Charge Coverage Ratio for a specified period;

**WHEREAS**, the Lenders desire to amend Section 5.7(d) as requested by the Borrowers;

**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. DEFINED 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. AMENDMENT TO CREDIT AGREEMENT.**

2.1 **Amendments to Section 5.7(d).** Clause (d) of Section 5.7 of the Credit Agreement is hereby amended in its entirety on the Amendment Effective Date (as hereinafter defined) to read as follows:

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(d) **Fixed Charge Coverage Ratio:** US Borrower shall not suffer or permit as of the last day of any fiscal quarter the Fixed Charge Coverage Ratio to be less than (i) 1.00 to 1.00 for the periods ending September 30, 2011, December 31, 2011, March 31, 2012, June 30, 2012, and September 30, 2012 and (ii) 1.25 to 1.00 for the periods ending December 31, 2012 and thereafter; provided, however, that at all times during the period commencing September 30, 2011 and ending on September 30, 2012, the Total Commitment Amount must exceed the sum of the aggregate outstanding principal amount of all Revolving Loans plus the Letter of Credit Exposure plus the Swing Line Exposure by an amount no less than Ten Million Dollars (\$10,000,000).

### SECTION 3. REPRESENTATIONS AND WARRANTIES.

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

3.1 **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.

3.2 **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.

3.3 **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 4. 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:

4.1 **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.

4.2 **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.

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4.3 **Amendment Fee.** The Borrowers shall have paid to the Agent, for the benefit of each of the Lenders which have executed this Amendment, a non-refundable amendment fee, which shall be fully earned when paid, in the amount of Five Thousand Dollars (\$5,000) per each such Lender.

4.4 **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.

4.5 **Amendment to Senior Notes Indenture.** The Agent shall have received executed copies of a fully effective (except for any condition to effectiveness to be satisfied by delivery of this Amendment) amendment to the Senior Notes Indenture, incorporating in substance the amendments set forth in Section 2 of this Amendment and otherwise in form and substance satisfactory to the Agent (the "Amendment to Senior Notes Indenture").

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

#### SECTION 5. MISCELLANEOUS.

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

5.2 **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.

5.3 **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.

5.4 **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.

5.5 **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.

5.6 **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).

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5.7 **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.

5.8 **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.

5.9 **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.

5.10 **Expenses; Agreement With Respect to the Credit Agreement.** The Credit Parties shall be responsible for all reasonable costs, expenses and fees of the Agent and its advisors, service providers and legal counsels incurred in connection with the documentation of this Amendment. To the extent that The Prudential Insurance Company of America (“**Prudential**”) or any other Senior Noteholder is compensated or will be compensated for executing and delivering or in connection with the execution and delivery of the Amendment to Senior Notes Indenture (other than any fee payable to Prudential for the benefit of the Senior Noteholders in an aggregate amount not to exceed 0.02% of the current outstanding principal amount of the Senior Notes), whether by fee, increased yield or otherwise, the Credit Parties shall provide the Lenders with at least the equivalent economic consideration (it being understood that the foregoing sentence shall in no way be deemed to constitute a consent on the part of the Agent or the Lenders for any such additional compensation to such Persons).

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

[Signatures Follow on Next Page]

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**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: James H. Dorton  
Title: Director

**NN SLOVAKIA, S.R.O**

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

**NN EUROPE S.P.A.**

By: \_\_\_\_\_  
Name: James H. Dorton  
Title: Director



**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. 2 to Second Amended and Restated Credit Agreement, dated as of September \_\_, 2011 (the "Amendment"), delivered in connection with the Second Amended and Restated Credit, dated as of December 21, 2010 (as heretofore 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: NN International B.V., the sole member of its managing board

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

**NN INTERNATIONAL B.V.**

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

Signature Page to Guarantor Acknowledgement



