
**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): March 3, 2022



NN, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

000-23486
(Commission File Number)

62-1096725
(I.R.S. Employer
Identification Number)

6210 Ardrey Kell Road, Suite 600
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)

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))

<i>Title of each class</i>	Securities registered pursuant to Section 12(b) of the Act:	<i>Name of each exchange on which registered</i>
Common Stock, par value \$0.01 per share	<i>Trading symbol</i> NNBR	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company.

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On March 3, 2022, NN, Inc., a Delaware corporation (the “Company”), certain subsidiaries of the Company named therein, the lenders party thereto and Oaktree Fund Administration, LLC, as administrative agent, entered into that certain Amendment No. 1 to Term Loan Credit Agreement (the “Amendment”), which amended the Company’s existing Term Loan Credit Agreement, dated as of March 22, 2021 (the “Term Loan Credit Agreement”), by and among the Company, the lenders party thereto from time to time, and Oaktree Fund Administration, LLC, as administrative agent.

The Amendment, among other things, increases the quarterly maximum Consolidated Net Leverage Ratio (as defined in the Term Loan Credit Agreement) that the Company is required to satisfy, beginning with the fiscal quarter ending March 31, 2022.

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

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

The information set forth in Item 1.01 of this Current Report on Form 8-K above is incorporated herein by reference.

ITEM 7.01 REGULATION FD DISCLOSURE.

On March 4, 2022, the Company issued a press release announcing the Amendment. 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 release, 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, 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*	Amendment No. 1 to Term Loan Credit Agreement, dated as of March 3, 2022, by and among NN, Inc., certain subsidiaries of NN, Inc., the lenders party thereto, and Oaktree Fund Administration, LLC, as administrative agent.
99.1	Press Release issued by NN, Inc. dated March 4, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Portions of this exhibit have been omitted pursuant to Rule 601(b)(10) of Regulation S-K.

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: March 4, 2022

NN, INC.

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

AMENDMENT NO. 1 TO TERM LOAN CREDIT AGREEMENT

This AMENDMENT NO. 1 TO TERM LOAN CREDIT AGREEMENT, dated as of March 3, 2022 (this "Amendment"), is entered into by and among NN, Inc., a Delaware corporation (the "Borrower"), each other Loan Party party hereto, each Lender (as defined below) party hereto and Oaktree Fund Administration, LLC, as administrative agent and collateral agent (the "Administrative Agent").

RECITALS

WHEREAS, the Borrower, the lenders party thereto from time to time (collectively, the "Lenders" and, individually, each a "Lender") and the Administrative Agent are parties to that certain Term Loan Credit Agreement, dated as of March 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement");

WHEREAS, the Borrower has requested that the Lenders agree to amend certain provisions of the Credit Agreement as provided for herein; and

WHEREAS, the Lenders are willing to agree to such amendment to the Credit Agreement.

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

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

SECTION 2. Amendments. Each of the Loan Parties, the Lenders and the Administrative Agent agrees that the Credit Agreement shall be amended as follows effective on and as of the Amendment Effective Date (the Credit Agreement as so amended, the "Amended Credit Agreement"):

(a) Section 7.14 of the Credit Agreement is hereby amended and restated in its entirety as follows:

Financial Covenant. For the benefit of the Lenders (and the Administrative Agent on their behalf), permit the Consolidated Net Leverage Ratio of the Borrower and its Subsidiaries as of the last day of any fiscal quarter of the Borrower to exceed the Consolidated Net Leverage Ratio set forth for the applicable fiscal quarter below, which will be tested quarterly on a trailing four (4) fiscal quarter basis for the most recent four fiscal quarter period for which financial statements are required to be delivered under Article VI, as of the last day of any fiscal quarter of the Borrower (commencing with the first full fiscal quarter of the Borrower following the Closing Date) (the "Financial Covenant"):

Fiscal Quarter	Consolidated Net Leverage Ratio
March 31, 2021	3.75:1.00
June 30, 2021	3.75:1.00
September 30, 2021	3.75:1.00
December 31, 2021	3.75:1.00
March 31, 2022	4.00:1.00
June 30, 2022	4.00:1.00
September 30, 2022	4.00:1.00
December 31, 2022	3.50:1.00
March 31, 2023	3.50:1.00
June 30, 2023	3.25:1.00
September 30, 2023	3.00:1.00
December 31, 2023	2.75:1.00
Thereafter	2.50:1.00

(b) Schedule 5.01, Schedule 5.04 and Schedule 7.02 of the Credit Agreement are hereby amended and restated in their entirety with Schedule 5.01, Schedule 5.04 and Schedule 7.02 attached hereto.

SECTION 3. Conditions to Effectiveness. This Amendment shall become effective upon satisfaction (or effective waiver) of the following conditions precedent (such date, the “Amendment Effective Date”):

(a) The Administrative Agent shall have received from the Borrower, each other Loan Party and each Lender an executed counterpart of this Amendment (or photocopies thereof sent by fax, pdf or other electronic means, each of which shall be enforceable with the same effect as a signed original).

(b) After giving effect to this Amendment, the representations and warranties contained in each of the Loan Documents are true and correct in all material respects on and as of the Amendment Effective Date (or to the extent such representations and warranties specifically relate to an earlier date, on and as of such earlier date).

(c) No Default or Event of Default shall have occurred and be continuing after giving effect to this Amendment.

(d) The Administrative Agent shall have received reimbursement or payment of all fees and expenses required to be reimbursed or paid hereunder or under any other Loan Document or otherwise agreed to in writing to be paid (including the reasonable and documented fees, charges and disbursements of Milbank LLP, as counsel to the Administrative Agent), in each case, on or prior to the Amendment Effective Date, in the case of reimbursement of expenses, to the extent invoiced at least three (3) Business Days prior to the Amendment Effective Date (or such later date as the Borrower may agree).

SECTION 4. Effects on Loan Documents.

(a) From and after the Amendment Effective Date, each reference in the Amended Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import shall,

unless expressly provided otherwise, mean and be a reference to the Amended Credit Agreement and each reference in each other Loan Document to the Credit Agreement (including by means of words like “thereunder,” “thereof” and words of like import) shall, unless expressly provided otherwise, mean and be a reference to the Amended Credit Agreement.

(b) Except as expressly set forth herein, each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement or any other provision of either such agreement or any other Loan Document is hereby ratified and reaffirmed in all respects and shall continue in full force and effect and each Loan Party reaffirms its obligations under each of the Loan Documents to which it is party (including, for the avoidance of doubt, the Guaranty Agreement), and confirms that all obligations of such Loan Party under the Loan Documents to which such Loan Party is a party shall continue to apply to the Amended Credit Agreement.

(c) Except as expressly amended hereby, all Loan Documents shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(d) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender, the Administrative Agent or any other Secured Party under any of the Loan Documents, nor constitute a waiver of any provision of the Loan Documents or in any way limit, impair or otherwise affect the rights and remedies of the Administrative Agent, the Lenders or any of the other Secured Parties under the Loan Documents.

(e) The other parties hereto hereby acknowledge and agree that, from and after the Amendment Effective Date, this Amendment shall constitute a Loan Document for all purposes of the Amended Credit Agreement.

SECTION 5. GOVERNING LAW. THIS AMENDMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AMENDMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Miscellaneous.

(a) This Amendment is binding and enforceable as of the date hereof against each party hereto and its successors and permitted assigns.

(b) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page of this Amendment by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Amendment signed by all the parties shall be lodged with the Administrative Agent. Each party hereto agrees that the words “execution,” “signed,” “signature,” and words of like import in this Amendment shall be deemed to include electronic signatures or the keeping of electronic records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(c) If any provision of this Amendment is held to be illegal, invalid or unenforceable, (x) the legality, validity and enforceability of the remaining provisions of this Amendment shall not be affected or impaired thereby and (y) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(d) Each of the parties hereto hereby agrees that Sections 10.14 and 10.15 of the Credit Agreement are incorporated by reference herein, *mutatis mutandis*, and shall have the same force and effect with respect to this Amendment as if originally set forth herein.

(e) Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

[Remainder of page intentionally left blank.]

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

NN, INC., as the Borrower

By: /s/ Michael Felcher
Name: Michael Felcher
Title: Senior Vice President and
Chief Financial Officer

[Amendment No. 1 to Credit Agreement]

The following other Loan Parties:

Industrial Molding Corporation
Whirlaway Corporation
PNC Acquisition Company, Inc.
PMC USA Acquisition Company, Inc.
PMC Acquisition Company, Inc.
NN Precision Plastics, Inc.
Caprock Manufacturing, Inc.
Caprock Enclosures, LLC
Brainin-Advance Industries LLC
Wauconda Tool & Engineering LLC
General Metal Finishing LLC
Advanced Precision Products, Inc.
HowesTemco, LLC
Premco, Inc.
Profiles, Incorporated
Holmed, LLC
Southern California Technical Arts, Inc.
Autocam Corporation
Autocam-Pax, Inc.
Polymetallurgical LLC
NN Power Solutions Holdings, LLC
NN Power Solutions, LLC

By: /s/ Matthew S. Heiter
Name: Matthew S. Heiter
Title: Vice President and Secretary

[Amendment No. 1 to Credit Agreement]

OAKTREE FUND ADMINISTRATION, LLC,
as the Administrative Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

Oaktree Gilead Investment Fund AIF (Delaware), L.P.

By: Oaktree Fund AIF Series, L.P. – Series T
Its: General Partner

By: Oaktree Fund GP AIF, LLC
Its: Managing Member

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

Oaktree Global Credit Plus Fund AIF, L.P.

By: Oaktree Fund GP IIA, LLC
Its: General Partner

By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

Oaktree Huntington-GCF Investment Fund (Direct Lending AIF), L.P.

By: Oaktree Huntington-GCF Investment Fund (Direct Lending AIF) GP, L.P.
Its: General Partner

By: Oaktree Huntington-GCF Investment Fund (Direct Lending AIF) GP, LLC
Its: General Partner

By: Oaktree Fund GP III, L.P.
Its: Managing Member

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

Oaktree Strategic Income II, Inc.

By: Oaktree Fund Advisors, LLC
Its: Investment Advisor

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

OSI 2 Senior Lending SPV, LLC

By: Oaktree Strategic Income II, Inc.
Its: Managing Member

By: Oaktree Fund Advisors, LLC
Its: Investment Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

Exelon Strategic Credit Holdings, LLC

By: Oaktree Capital Management, L.P.,
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

Oaktree-NGP Strategic Credit, LLC

By: Oaktree Capital Management, L.P.,
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

Oaktree-Forrest Multi-Strategy, LLC [*– Series A*]

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

Oaktree-TBMR Strategic Credit Fund C, LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

Oaktree-TBMR Strategic Credit Fund F, LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

Oaktree-TBMR Strategic Credit Fund G, LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

Oaktree-Minn Strategic Credit, LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

INPRS Strategic Credit Holdings, LLC

By: Oaktree Capital Management, L.P.,
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

Oaktree-TCDRS Strategic Credit, LLC

By: Oaktree Capital Management, L.P.
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

Oaktree-TSE 16 Strategic Credit, LLC

By: Oaktree Capital Management, L.P.,
Its: Manager

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

Oaktree Specialty Lending Corporation

By: Oaktree Fund Advisors, LLC
Its: Investment Adviser

By: /s/ Mary Gallegly
Name: Mary Gallegly
Title: Senior Vice President

By: /s/ Raghav Khanna
Name: Raghav Khanna
Title: Managing Director

[Amendment No. 1 to Credit Agreement]

NN, Inc. Announces Amendment to Term Loan

CHARLOTTE, N.C., March 04, 2022 (GLOBE NEWSWIRE) -- NN, Inc. (NASDAQ: NNBR), a diversified industrial company, today announced an amendment to its 5.5-year \$150 million term loan with funds managed by Oaktree Capital Management, L.P. ("Oaktree"). The amendment increases the maximum total leverage ratio covenants for all quarters of 2022 and 2023.

"We are pleased to complete this amendment with Oaktree, which allows us to remain focused on our operations and our strategic initiatives towards transformational growth," said Warren Veltman, President and Chief Executive Officer of NN. "The amendment provides us time and flexibility to continue to make the right long-term decisions for the business as we return to a normal operating environment. In 2022, we expect the unprecedented impacts of supply chain disruption for semiconductor chips and other key inputs as well as inflation that we have experienced in 2021 to stabilize. These developments, coupled with the pricing actions we have taken with customers to recover inflation is expected to result in improved profitability in 2022."

Transaction Highlights:

- Increases quarterly maximum leverage ratio in a range of 0.25x to 0.75x for 2022 and 2023 as specified in the amendment
- No change to interest rate

Mike Felcher, NN Senior Vice President and CFO, commented, "We engaged in proactive discussions with Oaktree to reset our leverage ratios at levels that provide us adequate flexibility given the uncertain and challenging macroeconomic conditions our business is facing. We appreciate Oaktree's continued support as an investment partner that understands our business and is committed to our long-term growth strategy."

About NN, Inc.

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 31 facilities in North America, Europe, South America, and Asia.

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 will be accompanied by words such as "anticipate," "believe," "could," "estimate," "expect," "forecast," "guidance," "intend," "may," "possible," "potential," "predict," "project" or other similar words, phrases or expressions. Forward-looking statements involve a number of risks and uncertainties that are outside of

management's control and that may cause actual results to be materially different from such forward-looking statements. Such factors include, among others, general economic conditions and economic conditions in the industrial sector; the impacts of the COVID-19 pandemic on the Company's financial condition, business operations and liquidity; competitive influences; risks that current customers will commence or increase captive production; risks of capacity underutilization; quality issues; material changes in the costs and availability of raw materials; currency and other risks associated with international trade; our dependence on certain major customers, some of whom are not parties to long-term agreements (and/or are terminable on short notice); the impact of acquisitions and divestitures; the level of our indebtedness; the restrictions contained in our debt agreements; our ability to obtain financing at favorable rates, if at all, and to refinance existing debt as it matures; unanticipated difficulties integrating acquisitions; new laws and governmental regulations; the impact of climate change on our operations; cyber liability or potential liability for breaches of our or our service providers' information technology systems or business operations disruptions.

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, 2020, the Company's Quarterly Report on Form 10-Q for the three months ended September 30, 2021, and, when filed, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2021. 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.

FOR FURTHER INFORMATION:

Jeff Tryka, CFA
Investor Relations Contact
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616-295-2509