
**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): January 29, 2026



NN, Inc.

(Exact name of registrant as specified in its charter)

Delaware

*(State or other jurisdiction of
incorporation)*

001-39268

(Commission File Number)

62-1096725

*(I.R.S. Employer
Identification No.)*

6210 Ardrey Kell Road, Suite 120

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))

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

<i>Title of each class</i>	<i>Trading symbol</i>	<i>Name of each exchange on which registered</i>
Common Stock, par value \$0.01	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 January 29, 2026, NN, Inc., a Delaware corporation (the “Company”), entered into Amendment No. 1 to Term Loan Credit Agreement (the “Amendment”), which amended the Term Loan Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Credit Agreement”), dated as of April 16, 2025, by and among the Company, the lenders from time to time party thereto (collectively, the “Lenders”) and Alter Domus (US) LLC, as administrative agent for the Lenders. The Term Loan Credit Agreement provides for (i) a \$118.0 million term loan that was funded in full in April 2025 and (ii) \$10.0 million of delayed draw term loan commitments (the “Delayed Draw Term Loans”). The ability of the Company to draw on the Delayed Draw Term Loans pursuant to the Term Loan Credit Agreement is subject to the Company satisfying certain conditions, including the DDTL Equity Raise (as defined in the Term Loan Credit Agreement). The Amendment removes the DDTL Equity Raise as a condition to the availability of the Delayed Draw Term Loans. In connection with entering into the Amendment, the Company borrowed \$10.0 million of Delayed Draw Term Loans.

The foregoing description of the Term Loan Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Term Loan Credit Agreement, which was filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on April 17, 2025, and is incorporated herein by reference. The description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of 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 above under Item 1.01 of this Current Report on Form 10-K is incorporated herein by reference.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.**(d) Exhibits**

Exhibit No.	Description
10.1	Amendment No. 1 to Term Loan Credit Agreement, dated January 29, 2026, among NN, Inc. as the Borrower and the lenders party thereto from time to time, and Alter Domus (US) LLC, as administrative agent for the lenders
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: January 30, 2026

NN, INC.

By: /s/ Christopher H. Bohnert

Name: Christopher H. Bohnert

Title: Senior Vice President and Chief Financial Officer

AMENDMENT NO. 1 TO TERM LOAN CREDIT AGREEMENT

AMENDMENT NO. 1 TO TERM LOAN CREDIT AGREEMENT (this "Amendment No. 1"), dated as of January 29, 2026, among NN, Inc., a Delaware corporation (the "Borrower"), the Guarantors party hereto, the Lenders (as defined below) party hereto (which constitute the Required Lenders) and Alter Domus (US) LLC, as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Amended Credit Agreement referred to below.

PRELIMINARY STATEMENTS

WHEREAS, the Borrower, the Guarantors, the Administrative Agent, the various lenders party thereto (each, a "Lender" and, collectively, the "Lenders") and the other parties thereto have entered into that certain Term Loan Credit Agreement, dated as of April 16, 2025 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"; the Credit Agreement as amended by this Amendment No. 1, the "Amended Credit Agreement");

WHEREAS, the Borrower has requested, and the parties hereto have agreed, to amend the Credit Agreement as provided herein;

WHEREAS, the Lenders are willing to make the amendments to the Credit Agreement provided herein, but only on the terms and conditions set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by each party hereto, it is agreed that:

SECTION 1. AMENDMENT TO CREDIT AGREEMENT. Subject to the satisfaction of the conditions precedent set forth in Section 4 hereof, as of the Amendment No. 1 Effective Date, the Credit Agreement is hereby amended as follows:

- (a) Section 1.01 of the Credit Agreement is hereby amended by deleting the definition "DDTL Equity Raise" in its entirety; and
- (b) Clause (c) of Section 4.02 of the Credit Agreement is hereby amended and replaced with the text "[reserved]".

SECTION 2. REFERENCE TO AND EFFECT ON THE CREDIT AGREEMENT. On and after the Amendment No. 1 Effective Date, (i) each reference in the Credit Agreement to "this Agreement," "hereunder," "hereof" or text of like import referring to the Credit Agreement shall mean and be a reference to the Amended Credit Agreement and (ii) all references to the Credit Agreement in each of the other Loan Documents shall be deemed to be references to the Amended Credit Agreement. On and after the Amendment No. 1 Effective Date, this Amendment No. 1 shall for all purposes constitute a "Loan Document" under and as defined in the Credit Agreement and the other Loan Documents.

SECTION 3. REPRESENTATIONS & WARRANTIES. The Borrower hereby represents and warrants to the Lenders party hereto and the Administrative Agent that each of the representations and warranties contained in Article V of the Amended Credit Agreement, in each other Loan Document and in any other document furnished from time to time under or in connection therewith shall be true and correct in all material respects (or, if any such representation or warranty is by its terms qualified by concepts of materiality or reference to Material Adverse Effect, such representation or warranty shall be true and correct in all respects) on and as of the Amendment No. 1 Effective Date to the same extent as though made on the Amendment No. 1 Effective Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (or, if any such representation or warranty is by its terms qualified by concepts of materiality or reference to Material Adverse Effect, such representation or warranty shall be true and correct in all respects) on and as of such earlier date.

SECTION 4. CONDITIONS PRECEDENT. This Amendment No. 1 shall become effective as of the first date (the "Amendment No. 1 Effective Date") when each of the following conditions set forth in this Section 4 have been satisfied:

- (a) the Administrative Agent shall have received counterparts of this Amendment No. 1, executed by the Borrower, the Administrative Agent and the Required Lenders;
- (b) no Default or Event of Default has occurred and is continuing or would result from the effectiveness of this Amendment No. 1; and
- (c) the Borrower shall have paid all invoiced and outstanding costs and expenses owing to the Administrative Agent and each Lender required to be paid pursuant to the terms of the Credit Agreement (including the fees and expenses of Ropes & Gray LLP).

SECTION 5. COSTS AND EXPENSES.

Each Loan Party, jointly and severally, agrees to pay or reimburse on demand the Administrative Agent and each Lender all fees and expenses (including all reasonable and documented out-of-pocket costs, fees and expenses owing to them pursuant to the terms of the Amended Credit Agreement) incurred in connection with the preparation, negotiation, execution and delivery of this Amendment No. 1 and the other instruments and documents to be delivered hereunder, in each case, in accordance with and to the extent required under the Amended Credit Agreement and the other Loan Documents.

SECTION 6. MISCELLANEOUS PROVISIONS.

(a) Ratification. This Amendment No. 1 is limited to the matters expressly specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Loan Document. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or any other Loan Document or instruments securing the same, which shall remain in full force and effect as modified hereby or by instruments executed concurrently herewith.

(b) [Reserved].

(c) Governing Law; Jurisdiction; Etc. **THIS AMENDMENT NO. 1 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 NO. 1 AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.** SECTIONS 10.14 AND 10.15 OF THE CREDIT AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN AS IF SUCH SECTIONS APPEARED HEREIN, *MUTATIS MUTANDIS*.

(d) Severability. Section 10.12 of the Credit Agreement is incorporated by reference herein as if such Section appeared herein, *mutatis mutandis*.

(e) Counterparts; Integration; Effectiveness. This Amendment No. 1 may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract. This Amendment No. 1 constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Amendment No. 1 shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Amendment No. 1 by facsimile or other electronic imaging means (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Amendment No. 1. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this Amendment No. 1 shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent 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 applicable state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary, neither the Administrative Agent nor any Lender is under any obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Administrative Agent or such Lender, as applicable, pursuant to procedures approved by it; and provided, further, without limiting the foregoing, upon the request of any party, any electronic signature shall be promptly followed by such manually executed counterpart. Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Amendment No. 1.

(f) Successors and Assigns. This Amendment No. 1 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(g) Administrative Agent Authorization. The Administrative Agent shall have all of the benefits, indemnities, powers, privileges, protections and rights contained in the Amended Credit Agreement (including, for the avoidance of any doubt, Article IX thereof) in connection with acting in its capacity as Administrative Agent hereunder.

(h) No Waiver. Nothing herein shall constitute, or be interpreted or construed as, a waiver or forgiveness of any Default or Event of Default under the Credit Agreement or any documents or agreements executed and delivered to the Administrative Agent and the Lenders in connection therewith, whether now existing or hereafter arising or known to the Administrative Agent and the Lenders, or any right, remedy or prerogative of the Administrative Agent and the Lenders existing or hereafter arising in connection with any such Default or Event of Default.

[Remainder of page intentionally blank; signatures begin next page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Amendment No. 1 as of the date first above written.

NN, INC.,
as the Borrower

By: /s/ Christopher Bohnert
Name: Christopher Bohnert
Title: Chief Financial Officer

**WHIRLAWAY CORPORATION
PNC ACQUISITION COMPANY, INC.
PMC USA ACQUISITION COMPANY, INC.
PMC ACQUISITION COMPANY, INC.
NN PRECISION PLASTICS, INC.
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**
each, as a Guarantor

By: /s/ Christopher Bohnert
Name: Christopher Bohnert
Title: Treasurer

**BOUVERAT INDUSTRIES, S.A.S.
AUTOCAM FRANCE,**
each, as a Guarantor

By: /s/ Christopher Bohnert
Name: Christopher Bohnert
Title: Manager

[Signature Page to Amendment No. 1]

ALTER DOMUS (US) LLC, as Administrative Agent

By: /s/ Winnalynn N. Kantaris

Name: Winnalynn N. Kantaris

Title: Associate General Counsel

[Signature Page to Amendment No. 1]

MDCF INVESTMENT FUND B SCSP, as a Lender

By: /s/ Jeff Jacob

Name: Jeff Jacob

Title: Partner

MARATHON STEPSTONE MASTER FUND LP, as a Lender

By: /s/ Jeff Jacob

Name: Jeff Jacob

Title: Partner

MARATHON CURRITUCK FUND LP – SERIES A, as a Lender

By: /s/ Jeff Jacob

Name: Jeff Jacob

Title: Partner

MARATHON CENTRE STREET CREDIT III, LLC, as a Lender

By: /s/ Jeff Jacob

Name: Jeff Jacob

Title: Partner

[Signature Page to Amendment No. 1]
