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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 10, 2016**

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**NN, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**0-23486**  
(Commission  
File Number)

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

**207 Mockingbird Lane**  
**Johnson City, Tennessee**  
(Address of principal executive offices)

**37604**  
(Zip Code)

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

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

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Check the appropriate box below 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))
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**ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

On June 10, 2016, NN, Inc., a Delaware corporation (“NN”), entered into that certain Amended and Restated Registration Rights Agreement (the “Amended and Restated Agreement”), by and among NN, the guarantors party thereto (the “Guarantors”), SunTrust Robinson Humphrey, Inc., on behalf of itself and as representative (the “Representative”) of the initial purchasers, Spring Capital II Subsidiary, L.P. (“Wellspring”) and Summit Partners Credit Fund II, L.P, Summit Partners Credit Fund B-2, L.P., Summit Partners Credit Fund A-2, L.P., Summit Investors Credit II, LLC, Summit Investors Credit II (UK), L.P. and Summit Partners Credit Offshore Intermediate Fund II, L.P. (collectively, “Summit” and together with Wellspring, the “Subsequent Purchasers”).

The Amended and Restated Agreement amends and restates in its entirety that certain Registration Rights Agreement, dated as of October 19, 2015, among NN, the Guarantors and the Representative (the “Original Agreement”), to (i) add the Subsequent Purchasers as parties, (ii) remove Section 2 of the Original Agreement related to the exchange offer in its entirety, and (iii) provide for demand registration upon request by the Holders (as defined therein) as set forth therein.

The foregoing summary is qualified in its entirety by reference to the text of the Amended and Restated Agreement, which is included as Exhibit 10.1 hereto and incorporated herein by reference.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS**

*(d) Exhibits*

<b>Exhibit No.</b>	<b>Description</b>
10.1	Amended and Restated Registration Rights Agreement, dated as of June 10, 2016, by and among NN, Inc., the guarantors party thereto, SunTrust Robinson Humphrey, Inc., on behalf of itself and as representative of the initial purchasers, Spring Capital II Subsidiary, L.P., Summit Partners Credit Fund II, L.P, Summit Partners Credit Fund B-2, L.P., Summit Partners Credit Fund A-2, L.P., Summit Investors Credit II, LLC, Summit Investors Credit II (UK), L.P. and Summit Partners Credit Offshore Intermediate Fund II, L.P.

**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: June 10, 2016

**NN, INC.**

By: /s/ Matthew S. Heiter  
Matthew S. Heiter  
Senior Vice President and General Counsel

**EXHIBIT INDEX**

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AMENDED AND RESTATED  
REGISTRATION RIGHTS AGREEMENT

Dated as of June 10, 2016

Among

NN, INC.,

the Guarantors party hereto,

SUNTRUST ROBINSON HUMPHREY, INC.,

on behalf of itself and as Representative of the Initial Purchasers

10.25% Senior Notes due 2020,

and

the Subsequent Purchasers

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AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This Amended and Restated Registration Rights Agreement (this "Agreement") is dated as of June 10, 2016, among NN, INC., a Delaware corporation (the "Company"), the guarantors listed on the signature pages hereto (collectively, the "Guarantors"), SunTrust Robinson Humphrey, Inc., on behalf of itself and as representative (the "Representative") of the several initial purchasers named on Schedule A to the Purchase Agreement (as defined below) (collectively, the "Initial Purchasers"), Spring Capital II Subsidiary, L.P. ("Wellspring") and Summit Partners Credit Fund II, L.P., Summit Partners Credit Fund B-2, L.P., Summit Partners Credit Fund A-2, L.P., Summit Investors Credit II, LLC, Summit Investors Credit II (UK), L.P. and Summit Partners Credit Offshore Intermediate Fund II, L.P. (collectively, "Summit" and together with Wellspring, the "Subsequent Purchasers").

WHEREAS, the Company entered into that certain Registration Rights Agreement, dated as of October 19, 2015 (the "Original Agreement"), among the Company, the Guarantors and the Representative (the "Original Parties") in connection with the Purchase Agreement by and among the Company, the Guarantors and the Representative, dated as of October 16, 2015 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement provided for, among other things, the sale by the Company to the Initial Purchasers of the Company's 10.25% Senior Notes due 2020 in the aggregate principal amount of \$300,000,000 (the "Notes");

WHEREAS, the Notes were issued under an indenture, dated as of October 19, 2015 (as amended or supplemented from time to time, the "Indenture"), between the Company, the Guarantors and U.S. Bank National Association, as Trustee (as defined below);

WHEREAS, pursuant to the Purchase Agreement and the Indenture, each Guarantor is required to unconditionally guarantee, on a senior unsecured basis, the Company's obligations under the Notes and the Indenture;

WHEREAS, in order to induce the Representative to enter into the Purchase Agreement, the Company agreed to provide the registration rights set forth in the Original Agreement for the benefit of the Initial Purchasers and, except as otherwise set forth herein, any subsequent Holder (as defined below) or Holders of the Securities (as defined below), including the Subsequent Purchasers;

WHEREAS, in November 2015, the Company redeemed \$50,000,000 of the Notes and as a result, \$250,000,000 of the Notes remains outstanding as of the first date above;

WHEREAS, as of the date hereof, the Subsequent Purchasers are the Holders of all outstanding Registrable Securities and, in accordance with Section 10(d) of the Original Agreement, by their execution of this Agreement, are providing written consent to the amendments to the Original Agreement reflected herein; and

WHEREAS, the Original Parties and the Subsequent Purchasers (in accordance with Section 10(d) of the Original Agreement) desire to amend and restate the Original Agreement in its entirety to (i) add the Subsequent Purchasers as parties to this Agreement, (ii) remove Section 2 related to the exchange offer in its entirety, and (iii) provide for demand registration upon request by the Holders as set forth herein.

The parties hereby agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

Additional Interest: See Section 4 hereof.

Advice: See the last paragraph of Section 5 hereof.

Agreement: See the introductory paragraphs hereto.

Application: See Section 7(a) hereof.

Business Day: See the meaning ascribed to such term in Rule 14d-1 under the Exchange Act.

Company: See the introductory paragraphs hereto.

Demand Request: See Section 3 hereof.

Effectiveness Date: With respect to a Shelf Registration Statement, the later of (x) the 90th day following the respective Demand Request and (y) the 90th day following the date the Shelf Registration Statement was filed; provided, however, that if the Effectiveness Date would otherwise fall on a day that is not a Business Day, then the Effectiveness Date shall be the next succeeding Business Day.

Effectiveness Period: See Section 3(b) hereof.

Exchange Act: The Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

FINRA: Financial Industry Regulatory Authority, Inc.

Guarantees: The guarantees of the Notes by the Guarantors.

Guarantors: See the introductory paragraphs hereto.

Holder: Any holder of a Registrable Security or Registrable Securities.

Indenture: See the introductory paragraphs hereto.

Information: See Section 5(o) hereof.

Information Deadline: See Section 3(e) hereof.

Initial Purchasers: See the introductory paragraphs hereto.

Initial Shelf Registration: See Section 3(b) hereof.

Inspectors: See Section 5(o) hereof.

Issue Date: October 19, 2015, the date of original issuance of the Securities.

Notes: See the introductory paragraphs hereto.

Participant: See Section 7(a) hereof.

Person: An individual, trustee, corporation, partnership, limited liability company, joint stock company, trust, unincorporated association, union, business association, firm or other legal entity.

Prospectus: The prospectus included in any Registration Statement (including, without limitation, any prospectus subject to completion and a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A or 430C under the Securities Act), as amended or supplemented by any prospectus supplement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

Purchase Agreement: See the introductory paragraphs hereof.

Records: See Section 5(o) hereof.

Registrable Securities: Each Security upon its original issuance and at all times subsequent thereto, until the earliest to occur of (i) a Registration Statement covering such Security has been declared effective by the SEC and such Security has been disposed of in accordance with such effective Registration Statement, (ii) such Security ceases to be outstanding under the Indenture, or (iii) the date upon which such Security has been resold in compliance with Rule 144, provided that such Security does not bear any restrictive legend relating to the Securities Act and does not bear a restricted CUSIP number.

Registration Statement: Any registration statement of the Company that covers any of the Securities filed with the SEC under the Securities Act, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

Regulatory Requirements: See the last paragraph of this Section 1.

Representative: See the first introductory paragraph hereto.

Rule 144: Rule 144 under the Securities Act.

Rule 144A: Rule 144A under the Securities Act.

Rule 405: Rule 405 under the Securities Act.

Rule 415: Rule 415 under the Securities Act.

Rule 424: Rule 424 under the Securities Act.

SEC: The U.S. Securities and Exchange Commission.

Securities: The Notes and the Guarantees collectively.

Securities Act: The Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

Shelf Registration: The Initial Shelf Registration and any Subsequent Shelf Registration.

Shelf Registration Statement: Any Registration Statement relating to a Shelf Registration.

Subsequent Shelf Registration: See Section 3(c) hereof.

TIA: The Trust Indenture Act of 1939, as amended.

Trustee: The trustee under the Indenture and the Guarantees.

Underwritten Offering or Underwritten Registration: A registration in which securities of the Company are sold to an underwriter for reoffering to the public.

Except as otherwise specifically provided, all references in this Agreement to acts, laws, statutes, rules, regulations, releases, forms, no-action letters and other regulatory requirements (collectively, "Regulatory Requirements") shall be deemed to refer also to any amendments thereto and all subsequent Regulatory Requirements adopted as a replacement thereto having substantially the same effect therewith; provided that Rule 144 shall not be deemed to amend or replace Rule 144A.

2. *RESERVED*

3. Demand Registration

If at any time the Holders of at least thirty-five percent (35%) in aggregate principal amount of the Registrable Securities then outstanding request in writing to the Company registration (the "Demand Request") under the Securities Act of their Registrable Securities, then upon receipt of the Demand Request:

(a) The Company shall promptly (but in no event later than ten (10) days following receipt of the Demand Request) deliver notice of such request to all other Holders of Registrable Securities, and such Holders of Registrable Securities shall have ten (10) days to deliver notice to the Company electing to have their Registrable Securities included in the Initial Shelf Registration or any Subsequent Shelf Registration, subject to the Holders' further compliance with Section 3(e).

(b) The Company shall use its commercially reasonable efforts to file with the SEC a Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 covering all of the Registrable Securities (the "Initial Shelf Registration"). The Initial Shelf Registration shall be on Form S-1, Form S-3, if available to the Company, or another appropriate form permitting registration of such Registrable Securities for resale by Holders in the manner or manners designated by them (including, without limitation, one or more Underwritten Offerings); provided, that if at any time the Company is or becomes a "well-known seasoned issuer" (as defined in Rule 405) and is eligible to file an "automatic shelf registration statement" (as defined in Rule 405), then the Company and the Guarantors shall file the Shelf Registration Statement in the form of an automatic shelf registration statement as provided in Rule 405. The Company shall not permit any securities other than the Registrable Securities to be included in the Initial Shelf Registration or any Subsequent Shelf Registration.

The Company shall use its commercially reasonable efforts to cause the Shelf Registration to be declared effective under the Securities Act as soon as practicable after filing and in any case on or prior to the Effectiveness Date and to keep the Initial Shelf Registration continuously effective under the Securities Act until the earliest of (i) the date that is two years in the case of a Form S-1, and three years in the case of a Form S-3, from the date of effectiveness of the Initial Shelf Registrations, (ii) the date that all Registrable Securities covered by the Initial Shelf Registration have been resold in compliance with Rule 144, provided that such Securities do not bear any restrictive legend relating to the Securities Act and do not bear a restricted CUSIP number, or

(iii) such shorter period ending when all Registrable Securities covered by the Initial Shelf Registration have been sold in the manner set forth and as contemplated in the Initial Shelf Registration or, if applicable, a Subsequent Shelf Registration or when the Registrable Securities cease to be outstanding under the Indenture (the “Effectiveness Period”); provided, however, that the Effectiveness Period in respect of the Initial Shelf Registration shall be extended to the extent required to permit dealers to comply with the applicable prospectus delivery requirements of Rule 174 under the Securities Act and as otherwise provided herein. Notwithstanding anything to the contrary in this Agreement, at any time, the Company may delay the filing of any Initial Shelf Registration Statement or delay or suspend the effectiveness thereof, for a reasonable period of time, but not in excess of an aggregate of sixty (60) days in any calendar year (each, a “Shelf Suspension Period”), if the Board of Directors of the Company determines reasonably and in good faith that (a) the filing of any such Initial Shelf Registration Statement or the continuing effectiveness thereof would require the disclosure of material non-public information that, in the reasonable judgment of the Board of Directors of the Company, would be detrimental to the Company if so disclosed or would otherwise materially adversely affect a financing, acquisition, disposition, merger or other material transaction or (b) such action is required by applicable law. If, following any such sixty (60) day period, Holders desire to exercise the registration right pursuant to this Section 3.1, Holders shall resubmit a Demand Request to the Company pursuant to this Section 3.1.

(c) Withdrawal of Stop Orders; Subsequent Shelf Registrations. If the Initial Shelf Registration or any Subsequent Shelf Registration ceases to be effective for any reason at any time during the Effectiveness Period (other than because of the sale of all of the Securities registered thereunder), the Company shall, subject to the last sentence of Section (3)(b) above, use its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness thereof, and in any event shall within thirty (30) days of such cessation of effectiveness amend such Shelf Registration Statement in a manner to obtain the withdrawal of the order suspending the effectiveness thereof, or file an additional Shelf Registration Statement pursuant to Rule 415 covering all of the Registrable Securities covered by and not sold under the Initial Shelf Registration or an earlier Subsequent Shelf Registration (each, a “Subsequent Shelf Registration”). If a Subsequent Shelf Registration is filed, the Company shall, subject to the last sentence of Section (3)(b) above, use its commercially reasonable efforts to cause the Subsequent Shelf Registration to be declared effective under the Securities Act as soon as practicable after such filing and to keep such Subsequent Shelf Registration continuously effective for a period equal to the number of days in the Effectiveness Period less the aggregate number of days during which the Initial Shelf Registration or any Subsequent Shelf Registration was previously effective. As used herein the term “Shelf Registration Statement” means the Initial Shelf Registration and any Subsequent Shelf Registration.

(d) Supplements and Amendments. The Company shall promptly supplement and amend any Shelf Registration if required by the rules, regulations or instructions applicable to the registration form used for such Shelf Registration, if required by the Securities Act, or if reasonably requested by the Holders of a majority in aggregate principal amount of the Registrable Securities (or their counsel) covered by such Registration Statement with respect to the information included therein with respect to one or more of such Holders, or by any underwriter of such Registrable Securities with respect to the information included therein with respect to such underwriter.

(e) Provision of Information. Not less than twenty-five (25) days prior to the filing of any Shelf Registration Statement pursuant to this Agreement with the SEC, the Company shall make written request of the Holders of Registrable Securities to provide such information as the Company and the Trustee may request relating to Holders that would be required by the SEC to have such Holder’s Registrable Securities be included in such Shelf Registration Statement or Prospectus included therein. No Holder of Registrable Securities shall be entitled to include any of its

Registrable Securities in any Shelf Registration Statement pursuant to this Agreement unless such Holder furnishes to the Company and the Trustee in writing, within twenty (20) days (the "Information Deadline") after receipt of a written request therefor, such information as the Company and the Trustee may request relating to Holders that would be required by the SEC to have such Holder's Registrable Securities be included in such Shelf Registration Statement or Prospectus included therein.

#### 4. Additional Interest.

(a) The Company and the Holders agree that the Holders will suffer damages if the Company fails to fulfill its obligations under Section 3 hereof and that it would not be feasible to ascertain the extent of such damages with precision. Accordingly, the Company agrees to pay, as liquidated damages, additional cash interest on the Notes ("Additional Interest") under the circumstances and to the extent set forth below (each of which shall be given independent effect):

(i) if the Initial Shelf Registration is not declared effective by the SEC on or prior to the Effectiveness Date, Additional Interest shall accrue on the principal amount of the Notes at a rate of 0.25% per annum of the principal amount of such Notes for the first 90 days immediately following the day after such Effectiveness Date, and such Additional Interest rate shall increase by an additional 0.25% per annum of the principal amount of such Notes at the beginning of each subsequent 90-day period; or

(ii) if a Shelf Registration has been declared effective and such Shelf Registration ceases to be effective at any time during the Effectiveness Period, then Additional Interest shall accrue on the principal amount of the Notes at a rate of 0.25% per annum of the principal amount of such Notes for the first 90 days commencing on the day such Shelf Registration ceases to be effective, and such Additional Interest rate shall increase by an additional 0.25% per annum of the principal amount of such Notes at the beginning of each such subsequent 90-day period;

provided, however, that the Additional Interest rate on the Notes may not accrue under more than one of the foregoing clauses (i) - (ii) at any one time and at no time shall the aggregate amount of Additional Interest accruing exceed in the aggregate 1.0% per annum of the principal amount of such Notes; provided, further, however, that (1) upon the effectiveness of the applicable Shelf Registration Statement as required hereunder (in the case of clause (i) of this Section 4), or (2) upon the effectiveness of the applicable Shelf Registration Statement which had ceased to remain effective (in the case of (ii) of this Section 4), Additional Interest on the Notes in respect of which such events relate as a result of such clause, as the case may be, shall cease to accrue. Notwithstanding any other provision of this Section 4, the Company shall not be obligated to pay Additional Interest provided in Sections 4(a)(i) or 4(a)(ii) during a Shelf Suspension Period permitted by Section 3(b) hereof.

(b) The Company shall notify the Trustee within three (3) Business Days after each and every date on which an event occurs in respect of which Additional Interest is required to be paid. Any amounts of Additional Interest due pursuant to clauses (a)(i) or (a)(ii) of this Section 4 will be payable in cash semiannually on each May 1 and November 1 (to the Holders of record on the April 15 and October 15 immediately preceding such dates), commencing with the first such semi-annual date occurring after any such Additional Interest commences to accrue. The amount of Additional Interest will be determined by multiplying the applicable Additional Interest rate by the principal amount of the Registrable Securities, multiplied by a fraction, the numerator of which is the number of days such Additional Interest rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months and, in the case of a partial month, the actual number of days elapsed), and the denominator of which is 360.

#### 5. Registration Procedures

In connection with the filing of any Registration Statement pursuant to Section 3 hereof, the Company shall effect such registration to permit the sale of the securities covered thereby in accordance with the intended method or methods of disposition thereof, and pursuant thereto and in connection with any Registration Statement filed by the Company hereunder, the Company shall:

(a) Prepare and file with the SEC a Registration Statement or Registration Statements as prescribed by Section 3 hereof, and use its commercially reasonable efforts to cause each such Registration Statement to become effective and remain effective as provided herein; provided, however, that before filing any Registration Statement or Prospectus or any amendments or supplements thereto, the Company shall furnish to and afford the Holders of the Registrable Securities to be registered pursuant to such Registration Statement, their counsel and the managing underwriters, if any, a reasonable opportunity to review copies of all such documents (including copies of any documents to be incorporated by reference therein and all exhibits thereto) proposed to be filed (in each case at least five (5) Business Days prior to such filing). The Company shall not file any such Registration Statement or Prospectus or any amendments or supplements thereto in respect of which the Holders must provide information for the inclusion therein without the Holders being afforded an opportunity to review such documentation if the Holders of a majority in aggregate principal amount of the Registrable Securities covered by such Registration Statement, their counsel, or the managing underwriters, if any, shall reasonably object on a timely basis.

(b) Prepare and file with the SEC such pre-effective amendments and post-effective amendments to each Shelf Registration Statement as may be necessary to keep such Registration Statement continuously effective for the Effectiveness Period; cause the related Prospectus to be supplemented by any Prospectus supplement required by applicable law, and as so supplemented to be filed pursuant to Rule 424; and comply with the provisions of the Securities Act and the Exchange Act applicable to it with respect to the disposition of all securities covered by such Registration Statement as so amended or in such Prospectus as so supplemented. The Company shall be deemed not to have used its commercially reasonable efforts to keep a Registration Statement effective if the Company voluntarily takes any action that is reasonably expected to result in selling Holders of the Registrable Securities covered thereby not being able to sell such Registrable Securities during that period unless such action is required by applicable law, rule or regulation or permitted by this Agreement.

(c) If a Shelf Registration is filed pursuant to Section 3 hereof, notify the selling Holders of Registrable Securities, their counsel (if such information is received by the Company in writing prior to notice being given by the Company) and the managing underwriters, if any, promptly (but in any event within three (3) Business Days), and confirm such notice in writing, (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to a Registration Statement or any post-effective amendment, when the same has become effective under the Securities Act (including in such notice a written statement that any Holder may, upon request, obtain, without charge, one conformed copy of such Registration Statement or post-effective amendment including financial statements and schedules, documents incorporated or deemed to be incorporated by reference and exhibits), (ii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a Prospectus is required by the Securities Act to be delivered in connection with sales of the Registrable Securities the representations and warranties of the Company contained in any agreement (including any underwriting agreement) contemplated by Section 5(n) hereof cease to be true and correct, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of a Registration Statement or any of the Registrable Securities for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event, the

existence of any condition or any information becoming known that makes any statement made in such Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in or amendments or supplements to such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (vi) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate.

(d) Use its commercially reasonable efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of a Prospectus or suspending the qualification (or exemption from qualification) of any of the Registrable Securities, for sale in any jurisdiction, and, if any such order is issued, to use its commercially reasonable efforts to obtain the withdrawal of any such order at the earliest practicable moment.

(e) If a Shelf Registration is filed pursuant to Section 3 and if requested during the Effectiveness Period by the managing underwriter or underwriters (if any), or the Holders of a majority in aggregate principal amount of the Registrable Securities being sold in connection with an Underwritten Offering, (i) as promptly as practicable incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriter or underwriters (if any), such Holders or counsel for any of them reasonably request in writing to be included therein, (ii) make all required filings of such prospectus supplement or such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such prospectus supplement or post-effective amendment, and (iii) supplement or make amendments to such Registration Statement, if required by the Securities Act.

(f) If a Shelf Registration is filed pursuant to Section 3 hereof, furnish to each selling Holder of Registrable Securities and to their respective counsel and each managing underwriter, if any, at the sole expense of the Company, one conformed copy of the Registration Statement or Registration Statements and each post-effective amendment thereto, including financial statements and schedules, and, if requested, all documents incorporated or deemed to be incorporated therein by reference and all exhibits.

(g) If a Shelf Registration is filed pursuant to Section 3 hereof, deliver to each selling Holder of Registrable Securities, their respective counsel, and the underwriters, if any, at the sole expense of the Company, as many copies of the Prospectus or Prospectuses (including each form of preliminary prospectus) and each amendment or supplement thereto and any documents incorporated by reference therein as such Persons may reasonably request; and, subject to the last paragraph of this Section 5, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders of Registrable Securities and the underwriters or agents, if any, and dealers, if any, in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(h) Prior to any public offering of Registrable Securities, use its commercially reasonable efforts to register or qualify, and to cooperate with the selling Holders of Registrable Securities, the managing underwriter or underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any selling Holder or the managing underwriter or underwriters

reasonably request in writing; provided, however, that where Registrable Securities are offered other than through an Underwritten Offering, the Company agrees to cause its counsel to perform Blue Sky investigations and file registrations and qualifications required to be filed pursuant to this Section 5(h), keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and do any and all other acts or things reasonably necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the applicable Registration Statement; provided, however, that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified, (B) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject or (C) subject itself to taxation in any such jurisdiction where it is not then so subject.

(i) If a Shelf Registration is filed pursuant to Section 3 hereof, cooperate with the selling Holders of Registrable Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, which certificates shall not bear any restrictive legends and shall be in a form eligible for deposit with The Depository Trust Company; and enable such Registrable Securities to be in such denominations (subject to applicable requirements contained in the Indenture) and registered in such names as the managing underwriter or underwriters, if any, or Holders may request.

(j) Use its commercially reasonable efforts to cause the Registrable Securities covered by the Registration Statement to be registered with or approved by such other U.S. governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities, except as may be required solely as a consequence of the nature of such selling Holder's business, in which case the Company will cooperate in all reasonable respects with the filing of such Registration Statement and the granting of such approvals; provided, however, that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified, (B) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject or (C) subject itself to taxation in any such jurisdiction where it is not then so subject.

(k) If a Shelf Registration is filed pursuant to Section 3 hereof, upon the occurrence of any event contemplated by Section 5(c)(v) or 5(c)(vi) hereof, as promptly as practicable prepare and (subject to Section 5(a) hereof) file with the SEC, at the sole expense of the Company, a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, any such Prospectus will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) Use its commercially reasonable efforts to cause the Registrable Securities covered by a Registration Statement to be rated with such appropriate rating agencies, if so requested in writing by the Holders of a majority in aggregate principal amount of Registrable Securities covered by such Registration Statement, or the managing underwriter or underwriters, if any.

(m) Prior to the effective date of the first Registration Statement relating to the Registrable Securities, (i) provide the Trustee with certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and (ii) provide a CUSIP number for the Registrable Securities.

(n) In connection with any Underwritten Offering of Registrable Securities pursuant to a Shelf Registration, enter into an underwriting agreement in form, substance and scope as is customary in

Underwritten Offerings of debt securities similar to the Securities, and take all such other actions as are reasonably requested in writing by the managing underwriter or underwriters in order to expedite or facilitate the registration or the disposition of such Registrable Securities and, in such connection, (i) make such representations and warranties to, and covenants with, the underwriters with respect to the business of the Company (including any acquired business, properties or entity, if applicable) as then conducted, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by the Company to underwriters in Underwritten Offerings of debt securities similar to the Securities, and confirm the same in writing if and when reasonably required; (ii) obtain the written opinions of counsel to the Company, and written updates thereof in form, scope and substance reasonably satisfactory to the managing underwriter or underwriters, addressed to the underwriters covering the matters customarily covered in opinions reasonably requested in Underwritten Offerings; (iii) obtain “cold comfort” letters and updates thereof in form, scope and substance reasonably satisfactory to the managing underwriter or underwriters from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of the Company, or of any business acquired by the Company, for which financial statements and financial data are, or are required to be, included or incorporated by reference in the Registration Statement), addressed to each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with Underwritten Offerings of debt securities similar to the Securities; and (iv) if an underwriting agreement is entered into, the same shall contain indemnification provisions and procedures no less favorable to the sellers and underwriters, if any, than those set forth in Section 7 hereof (or such other less favorable provisions and procedures as are reasonably acceptable to Holders of a majority in aggregate principal amount of Registrable Securities covered by such Registration Statement and the managing underwriter or underwriters or agents, if any). The above shall be done at each closing under such underwriting agreement, or as and to the extent required thereunder.

(o) If a Shelf Registration is filed pursuant to Section 3 hereof, make available for inspection by any selling Holder of such Registrable Securities being sold, any underwriter participating in any such disposition of Registrable Securities, if any, and any attorney, accountant or other agent retained by any such selling Holder, or underwriter (any such Holders, underwriters, attorneys, accountants or agents, collectively, the “Inspectors”), upon written request, at the offices where normally kept, during reasonable business hours, all pertinent financial and other records, pertinent corporate documents and instruments of the Company and subsidiaries of the Company (collectively, the “Records”), as shall be reasonably necessary to enable them to exercise any applicable due diligence responsibilities, and cause the officers, directors and employees of the Company and any of its subsidiaries to supply all information (“Information”) reasonably requested in writing by any such Inspector in connection with such due diligence responsibilities. Each Inspector shall agree in writing that it will keep the Records and Information confidential and that it will not disclose any of the Records or Information that the Company determines, in good faith, to be confidential and notifies the Inspectors in writing are confidential unless (i) the disclosure of such Records or Information is necessary to avoid or correct a misstatement or omission in such Registration Statement or Prospectus, (ii) the release of such Records or Information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (iii) disclosure of such Records or Information is necessary or advisable, in the opinion of counsel for any Inspector, in connection with any action, claim, suit or proceeding, directly or indirectly, involving or potentially involving such Inspector and arising out of, based upon, relating to, or involving this Agreement or the Purchase Agreement, or any transactions contemplated hereby or thereby or arising hereunder or thereunder, or (iv) the information in such Records or Information has been made generally available to the public other than by an Inspector or an “affiliate” (as defined in Rule 405) thereof;

provided, however, that prior notice shall be provided as soon as practicable to the Company of the potential disclosure of any information by such Inspector pursuant to clause (i), (ii) or (iii) of this Section 5(o) to permit the Company to obtain a protective order (or waive the provisions of this Section 5(o)) and that such Inspector shall take such actions as are reasonably necessary to protect the confidentiality of such information (if practicable) to the extent such action is otherwise not inconsistent with, an impairment of or in derogation of the rights and interests of the Holder or any Inspector. Each selling Holder of such Registrable Securities will be required to agree, in writing, that information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it as the basis for any market transactions in the securities of the Company unless and until such is made generally available to the public. Each Inspector and each selling Holder of such Registrable Securities will be required to further agree that it will, upon learning of the potential disclosure of such records, give notice to the Company and, to the extent practicable, use its commercially reasonable efforts to allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential at its expense.

(p) Unless exempt from qualification, cause the Indenture to be qualified under the TIA not later than the effective date of the first Registration Statement relating to the Registrable Securities; and in connection therewith, cooperate with the Trustee and the Holders of the Registrable Securities, to effect such changes (if any) to the Indenture as may be required for the Indenture to be so qualified in accordance with the terms of the TIA; and execute, and use its commercially reasonable efforts to cause the Trustee to execute, all documents as may be required to effect such changes, and all other forms and documents required to be filed with the SEC to enable the Indenture to be so qualified in a timely manner.

(q) Comply with all applicable rules and regulations of the SEC and make generally available to its securityholders with regard to any applicable Registration Statement, a consolidated earnings statement satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than forty-five (45) days after the end of any fiscal quarter (or ninety (90) days after the end of any 12-month period if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or best efforts Underwritten Offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company, after the effective date of a Registration Statement, which statements shall cover said 12-month periods.

(r) Cooperate with each seller of Registrable Securities covered by any Registration Statement and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA.

(s) Use its commercially reasonable efforts to take all other steps reasonably necessary to effect the registration of the Registrable Securities covered by a Registration Statement contemplated hereby.

The Company may require each seller of Registrable Securities as to which any registration is being effected to furnish to the Company such information regarding such seller and the distribution of such Registrable Securities as the Company may, from time to time, reasonably request. The Company may exclude from such registration the Registrable Securities of any seller so long as such seller fails to furnish such information within a reasonable time after receiving such request (which time in no event shall exceed thirty (30) days, subject to Section 3(e) hereof). Each seller as to which any Shelf Registration is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such seller not materially misleading.

If any such Registration Statement refers to any Holder by name or otherwise as the holder of any securities of the Company, then such Holder shall have the right to require (i) the insertion therein of language, in form and substance reasonably satisfactory to such Holder, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Company, or (ii) in the event that such reference to such Holder by name or otherwise is not required by the Securities Act or any similar federal statute then in force, the deletion of the reference to such Holder in any amendment or supplement to the Registration Statement filed or prepared subsequent to the time that such reference ceases to be required. Any exercise of the foregoing right by the Holder shall be in writing.

Each Holder of Registrable Securities agrees by its acquisition of such Registrable Securities that, upon actual receipt of any notice from the Company of the happening of any event of the kind described in Section 5(c)(ii), 5(c)(iv), 5(c)(v), or 5(c)(vi) hereof, such Holder will forthwith discontinue disposition of such Registrable Securities covered by such Registration Statement or Prospectus until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 5(k) hereof, or until it is advised in writing (such written advice from the Company, the "Advice") that the use of the applicable Prospectus may be resumed, and has received copies of any amendments or supplements thereto. In the event that the Company shall give any such notice, the Effectiveness Period shall be extended by the number of days during such periods from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement shall have received (x) the copies of the supplemented or amended Prospectus contemplated by Section 5(k) hereof or (y) the Advice.

#### 6. Registration Expenses

All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company, whether or not any Shelf Registration Statement is filed or becomes effective, including, without limitation, (i) all registration and filing fees (including, without limitation, (A) fees with respect to filings required to be made with FINRA in connection with an Underwritten Offering and (B) fees and expenses of compliance with state securities or Blue Sky laws (including, without limitation, reasonable, pre-approved fees and disbursements of counsel (not to exceed \$10,000 in the aggregate) in connection with Blue Sky qualifications of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as provided in Section 5(h) hereof), (ii) printing expenses, including, without limitation, expenses of printing prospectuses if the printing of prospectuses is requested by the managing underwriter or underwriters, if any, by the Holders of a majority in aggregate principal amount of the Registrable Securities included in any Registration Statement, (iii) fees and expenses of the Trustee and its counsel, (iv) fees and disbursements of counsel for the Company and, in the case of a Shelf Registration, reasonable fees and disbursements of one special counsel for all of the sellers of Registrable Securities selected by the Holders of a majority in aggregate principal amount of Registrable Securities covered by such Shelf Registration (exclusive any counsel retained pursuant to Section 7 hereof), (v) fees and disbursements of all independent certified public accountants referred to in Section 5(n)(iii) hereof (including, without limitation, the expenses of any "cold comfort" letters required by or incident to such performance), (vi) rating agency fees, if any, associated with making the Registrable Securities eligible for trading through the Depository Trust Company, (vii) Securities Act liability insurance, if the Company desires such insurance, (viii) fees and expenses of all other Persons retained by the Company, (ix) internal expenses of the Company (including, without limitation, all salaries and expenses of officers and employees of the Company performing legal or accounting duties), (x) the expense of any annual audit of the Company, (xi) any fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange, and the obtaining of a rating of the securities, in each case, if

applicable, (xii) the expenses relating to printing, word processing and distributing all Registration Statements, underwriting agreements, indentures and any other documents necessary in order to comply with this Agreement and (xiii) messenger, telephone and delivery expenses relating to the offering incurred in connection with the performance of the Company's obligations hereunder (collectively, the "Registration Expenses"). The Company shall, promptly after receipt of a request therefor, reimburse the Holders in full for the full amount of any Registration Expenses actually incurred, assumed or paid by the Holders (to extent any Holders incur, assume or pay any Registration Expenses), to the extent evidence is provided therefor.

Other than as specifically provided for in the immediately preceding paragraph, the holders of the Registrable Securities being registered shall pay all agency fees and commissions and underwriting discounts and commissions attributable to the sale of such Registrable Securities and the fees and disbursements of other advisors or experts (other than counsel as set forth in Section 6(iv) and Section 7 hereof) retained by such holders (severally or jointly).

#### 7. Indemnification and Contribution

(a) The Company and the Guarantors jointly and severally agree to indemnify and hold harmless each Holder of Registrable Securities, the directors, officers, employees, Affiliates and agents of each such Holder and each Person, if any, who controls any such Holder or its affiliates within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, a "Participant") against any losses, claims, damages or liabilities, joint or several, to which any Participant may become subject under the Securities Act, the Exchange Act or otherwise, insofar as any such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon:

(i) any untrue statement or alleged untrue statement of any material fact made by the Company contained in any application or any other document or any amendment or supplement thereto executed by the Company based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to qualify the Notes under the securities or "Blue Sky" laws thereof or filed with the SEC or any securities association or securities exchange (each, an "Application");

(ii) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or any preliminary prospectus; or

(iii) the omission or alleged omission to state, in any Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or any preliminary prospectus or any Application or any other document or any amendment or supplement thereto, a material fact required to be stated therein or necessary to make the statements therein not misleading;

and will reimburse, as incurred, the Participant for any legal or other expenses incurred by the Participant in connection with investigating, defending against or appearing as a third-party witness in connection with any such loss, claim, damage, liability or action; provided, however, the Company will not be liable in any such case to the extent that any such loss, claim, damage, or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in any Registration Statement (or any amendment thereto) or Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or any preliminary prospectus or Application or any amendment or supplement thereto in reliance upon and in conformity with written information relating to any Participant furnished to the Company by or on behalf of such Participant specifically for use therein. The indemnity provided for in this Section 7 will be in addition to any liability that the Company may otherwise have to the indemnified parties. The Company and the Guarantors shall not be liable under this Section 7 for any settlement of any claim or action effected without their prior written consent, which shall not be unreasonably withheld.

(b) Each Participant, severally and not jointly, agrees to indemnify and hold harmless the Company, the Guarantors, their respective directors, their respective officers and each person, if any, who controls the Company or its affiliates within the meaning of Section 15 of the Act or Section 20 of the Exchange Act against any losses, claims, damages or liabilities to which the Company, the Guarantors or any such director, officer or controlling person may become subject under the Act, the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement, Prospectus or Application, any amendment or supplement thereto, or any preliminary prospectus, or (ii) the omission or the alleged omission to state therein a material fact necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning such Participant, furnished to the Company by or on behalf of such Participant, specifically for use therein; and subject to the limitation set forth immediately preceding this clause, will reimburse, as incurred, any reasonable legal or other expenses incurred by the Company, the Guarantors or any such director, officer or controlling person in connection with investigating or defending against or appearing as a third party witness in connection with any such loss, claim, damage, liability or action in respect thereof. The indemnity provided for in this Section 7 will be in addition to any liability that the Participants may otherwise have to the indemnified parties. The Participants shall not be liable under this Section 7 for any settlement of any claim or action effected without their consent, which shall not be unreasonably withheld. The Company and the Guarantors shall not, without the prior written consent of such Participant, effect any settlement or compromise of any pending or threatened proceeding in respect of which such Participant is or could have been a party, or indemnity could have been sought hereunder by such Participant, unless such settlement (A) includes an unconditional written release of such Participant, in form and substance reasonably satisfactory to such Participant, from all liability on claims that are the subject matter of such proceeding and (B) does not include any statement as to an admission of fault, culpability or failure to act by or on behalf of such Participant.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action for which such indemnified party is entitled to indemnification under this Section 7, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party of the commencement thereof in writing; but the omission to so notify the indemnifying party (i) will not relieve it from any liability under paragraph (a) or (b) above unless and to the extent such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraphs (a) and (b) above. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party; provided, however, that if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have been advised by counsel that there may be one or more legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party, or (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after receipt by the indemnifying party of notice of the

institution of such action, then, in each such case, the indemnifying party shall not have the right to direct the defense of such action on behalf of such indemnified party or parties and such indemnified party or parties shall have the right to select separate counsel to defend such action on behalf of such indemnified party or parties. After notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof and approval by such indemnified party of counsel appointed to defend such action, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses, other than reasonable costs of investigation, subsequently incurred by such indemnified party in connection with the defense thereof, unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the immediately preceding sentence (it being understood, however, that in connection with such action the indemnifying party shall not be liable for the expenses of more than one separate counsel (in addition to local counsel) in any one action or separate but substantially similar actions in the same jurisdiction arising out of the same general allegations or circumstances, designated by Participants who sold a majority in interest of the Registrable Securities sold by all such Participants in the case of paragraph (a) of this Section 7 or the Company in the case of paragraph (b) of this Section 7, representing the indemnified parties under such paragraph (a) or paragraph (b), as the case may be, who are parties to such action or actions) or (ii) the indemnifying party has authorized in writing the employment of counsel for the indemnified party at the expense of the indemnifying party. All fees and expenses reimbursed pursuant to this paragraph (c) shall be reimbursed as they are incurred. After such notice from the indemnifying party to such indemnified party, the indemnifying party will not be liable for the costs and expenses of any settlement of such action effected by such indemnified party without the prior written consent of the indemnifying party (which consent shall not be unreasonably withheld), unless such indemnified party waived in writing its rights under this Section 7, in which case the indemnified party may effect such a settlement without such consent.

(d) In circumstances in which the indemnity agreement provided for in the preceding paragraphs of this Section 7 is unavailable to, or insufficient to hold harmless, an indemnified party in respect of any losses, claims, damages or liabilities (or actions in respect thereof), each indemnifying party, in order to provide for just and equitable contribution, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect (i) the relative benefits received by the indemnifying party or parties on the one hand and the indemnified party on the other from the offering of the Securities or (ii) if the allocation provided by the foregoing clause (i) is not permitted by applicable law, not only such relative benefits but also the relative fault of the indemnifying party or parties on the one hand and the indemnified party on the other in connection with the statements or omissions or alleged statements or omissions that resulted in such losses, claims, damages or liabilities (or actions in respect thereof). The relative benefits received by the Company and the Guarantors on the one hand and such Participant on the other shall be deemed to be in the same proportion as the total proceeds from the offering (before deducting expenses) of the Securities received by the Company bear to the total net profit received by such Participant in connection with the sale of the Securities. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand, or the Participants on the other, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission or alleged statement or omission, and any other equitable considerations appropriate in the circumstances. The parties agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the first sentence of this paragraph (d). Notwithstanding any other provision of this paragraph (d), no Participant shall be obligated to make contributions hereunder that in the aggregate exceed the total net profit received by such Participant in connection with the sale of the Securities, less the aggregate amount of any damages that such Participant has otherwise been required to pay by reason of the untrue or alleged untrue statements or the omissions or alleged omissions to state a

material fact, and no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph (d), each person, if any, who controls a Participant within the meaning of Section 15 of the Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Participants, and each director of the Company and the Guarantors, each officer of the Company and the Guarantors and each person, if any, who controls the Company and the Guarantors within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, shall have the same rights to contribution as the Company.

8. Rules 144A and Rule 144

(a) Facilitation of Sales Pursuant to Rule 144A. The Company covenants and agrees that it will use its commercially reasonable efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder in a timely manner in accordance with the requirements of the Securities Act and the Exchange Act and, if at any time the Company is not required to file such reports, the Company will, upon the written request of any Holder or beneficial owner of Registrable Securities, make available such information necessary to permit sales pursuant to Rule 144A. The Company further covenants and agrees, for so long as any Registrable Securities remain outstanding that it will take such further action as any Holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144A unless the Company is then subject to Section 13 or 15(d) of the Exchange Act and reports filed thereunder satisfy the information requirements of Rule 144A then in effect. Upon the request of any Holder, the Company shall deliver to such Holder a written statement as to whether it has complied with such information and requirements. The Company will be deemed to have satisfied the foregoing requirements if the Company files such reports required by the Indenture within the applicable time periods set forth therein.

(b) Availability of Rule 144 Not Excuse of Obligations Under Section 3 of This Agreement. The fact that Holders of Registrable Securities may become eligible to sell such Registrable Securities pursuant to Rule 144 shall not (1) cause such Securities to cease to be Registrable Securities or (2) excuse the Company's obligations set forth in this Agreement, including without limitation Section 3 hereof and payment of Additional Interest.

9. Underwritten Registrations

If any of the Registrable Securities covered by any Shelf Registration are to be sold in an Underwritten Offering, the investment banker or investment bankers and manager or managers that will manage the offering will be selected by the Holders of a majority in aggregate principal amount of such Registrable Securities included in such offering; provided, however, that such investment banker or investment bankers and manager or managers must be reasonably acceptable to the Company.

No Holder of Registrable Securities may participate in any Underwritten Registration hereunder unless such Holder (a) agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

10. Miscellaneous

(a) Remedies. The Company hereby agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

(b) No Inconsistent Agreements. The Company has not as of the date hereof, and the Company shall not after the date of this Agreement, enter into any agreement with respect to any of its securities that is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's other issued and outstanding securities under any such agreements. The Company will not enter into any agreement (other than this Agreement in respect of the Notes) with respect to any of its securities which will grant to any Person piggy-back registration rights with respect to any Registration Statement.

(c) Adjustments Affecting Registrable Securities. The Company shall not, directly or indirectly, take any action with respect to the Registrable Securities as a class that would adversely affect the ability of the Holders of Registrable Securities to include such Registrable Securities in a registration undertaken pursuant to this Agreement.

(d) Amendments and Waivers. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, otherwise than with the prior written consent of (I) the Company, and (II) the Holders of not less than a majority in aggregate principal amount of the then outstanding Registrable Securities; provided, however, that Section 7 hereof and this Section 10(d) may not be amended, modified or supplemented without the prior written consent of each Holder (including any person who was a Holder of Registrable Securities disposed of pursuant to any Registration Statement) affected by any such amendment, modification or supplement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Registrable Securities whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect, impair, limit or compromise the rights of Holders of Registrable Securities not being sold pursuant to such Registration Statement may be given by Holders of at least a majority in aggregate principal amount of the Registrable Securities being sold pursuant to such Registration Statement.

(e) Notices. All notices and other communications (including, without limitation, any notices or other communications to the Trustee hereunder) provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, next-day air courier or facsimile:

(i) if to a Holder of the Registrable Securities, at the most current address of such Holder, as the case may be, set forth on the records of the registrar under the Indenture.

(ii) if to the Company, at the address as follows:

NN, Inc.  
207 Mockingbird Lane  
Johnson City, TN 37604  
Facsimile No.: (423) 434-8389  
Attention: J. Robert Atkinson

with a copy to:

NN, Inc.  
207 Mockingbird Lane  
Johnson City, TN 37604  
Facsimile No.: (423) 434-8389

Attention: Matthew S. Heiter, Senior Vice President and General Counsel

and

Bass, Berry & Sims PLC  
The Tower at Peabody Place  
100 Peabody Place, Suite 1300  
Memphis, TN 38103  
Facsimile No.: (901) 543-5999  
Attention: Richard F. Mattern

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; one Business Day after being timely delivered to a next-day air courier; and upon written confirmation, if sent by facsimile.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee at the address and in the manner specified in such Indenture.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto and the Holders; provided, however, that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the Indenture.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) **Governing Law; Waiver of Jury Trial**. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

(j) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(k) Securities Held by the Company or Its Affiliates. Whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Company or its affiliates (as such term is defined in Rule 405 under the Securities Act) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(l) Third-Party Beneficiaries. Holders of Registrable Securities are intended third-party beneficiaries of this Agreement, and this Agreement may be enforced by such Persons.

(m) Entire Agreement. This Agreement amends and restates the Original Agreement in its entirety as set forth in this Agreement and the parties expressly waive any and all rights under Section 2 of the Original Agreement. This Agreement, together with the Purchase Agreement and the Indenture, is intended by the parties as a final and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein and any and all prior oral or written agreements, representations, or warranties, contracts, understandings, correspondence, conversations and memoranda between the Holders on the one hand and the Company on the other, or between or among any agents, representatives, parents, subsidiaries, affiliates, predecessors in interest or successors in interest with respect to the subject matter hereof and thereof are merged herein and replaced hereby.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**NN, INC.**

By: /s/ J. Robert Atkinson  
Name: J. Robert Atkinson  
Title: Vice President, Corporate Treasurer and Investor Relations

**INDUSTRIAL MOLDING CORPORATION,**  
as a Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**WHIRLAWAY CORPORATION,**  
as a Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**PNC ACQUISITION COMPANY, INC.,**  
as a Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**PMC ACQUISITION COMPANY, INC.,**  
as a Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**PMC USA ACQUISITION COMPANY, INC.,** as a  
Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**CAPROCK MANUFACTURING, INC.,** as a Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**CAPROCK ENCLOSURES, LLC,** as a Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**NN PRECISION PLASTICS, INC.,** as a Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**AUTOCAM CORPORATION,** as a Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**AUTOCAM-PAX, INC.,** as a Guarantor

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**PRECISION ENGINEERED PRODUCTS HOLDINGS, INC., as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**PRECISION ENGINEERED PRODUCTS LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**BRAININ-ADVANCE INDUSTRIES LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**POLYMETALLURGICAL LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**BOSTON ENDO-SURGICAL TECHNOLOGIES LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**LACEY MANUFACTURING COMPANY, LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**CONNECTICUT PLASTICS LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**WAUCONDA TOOL & ENGINEERING LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**ADVANCED PRECISION PRODUCTS, INC., as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**HOWESTEMCO, LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**PREMCO, INC., as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**PROFILES INCORPORATED, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**HOLMED, LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**GENERAL METAL FINISHING LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**MATRIX I, LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

**TRIGON INTERNATIONAL LLC, as a Guarantor**

By: /s/ Thomas C. Burwell, Jr.  
Name: Thomas C. Burwell, Jr.  
Title: Vice President

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

**SUNTRUST ROBINSON HUMPHREY, INC.**

By: /s/ Jeff Titus  
Name: Jeff Titus  
Title: Managing Director

For itself and as Representative of the several Initial Purchasers.

**SPRING CAPITAL II SUBSIDIARY, L.P.**

By: Spring Capital II GenPar Ltd.  
Its: General Partner

By: /s/ Alexander E. Carles  
Name: Alexander E. Carles  
Title: Authorized Signatory

**SUMMIT PARTNERS CREDIT FUND II, L.P.**

By: Summit Partners Credit II, L.P.  
Its: General Partner

By: /s/ James Freeland  
Name: James Freeland  
Title: Authorized Signatory

**SUMMIT PARTNERS CREDIT FUND B-2, L.P.**

By: Summit Partners Credit B-2, L.P.  
Its: General Partner

By: /s/ James Freeland  
Name: James Freeland  
Title: Authorized Signatory

**SUMMIT PARTNERS CREDIT FUND A-2, L.P.**

By: Summit Partners Credit A-2, L.P.  
Its: General Partner

By: /s/ James Freeland  
Name: James Freeland  
Title: Authorized Signatory

**SUMMIT INVESTORS CREDIT II, LLC**

By: Summit Investors Management, LLC  
Its: Manager

By: /s/ James Freeland  
Name: James Freeland  
Title: Authorized Signatory

**SUMMIT INVESTORS CREDIT II (UK), L.P.**

By: Summit Investors Management, LLC  
Its: General Partner

By: /s/ James Freeland  
Name: James Freeland  
Title: Authorized Signatory

**SUMMIT PARTNERS CREDIT OFFSHORE INTERMEDIATE FUND II, L.P.**

By: Summit Partners Credit II, L.P.  
Its: General Partner

By: /s/ James Freeland  
Name: James Freeland  
Title: Authorized Signatory