

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT TO
SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): December 20, 2011



NN, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction of Incorporation)

0-23486

(Commission File Number)

62-1096725

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

2000 Waters Edge Drive, 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)

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))

Item 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On December 20, 2011, NN, Inc. (the "Company") entered into a second amendment ("Amendment No. 2") to its Third Amended and Restated Note Purchase and Shelf Agreement ("Note Purchase Agreement") with Prudential Insurance Company of America ("Prudential") to extend the issuance period on its existing fixed rate notes and to reduce the interest rate from 6.7% to 5.39%. The Company had approximately \$17.1 million outstanding under the notes as of the date of the Amendment.

Pursuant to Amendment No. 2, on December 20, 2011, Prudential purchased a Series B Note from the Company in the principal amount of \$20 million. The Series B Note bears an interest rate of 4.64% and matures on December 20, 2018. The Series B Note is interest-only for the first two years followed by four equal annual principal payments beginning on December 20, 2014.

The Series B Note is subject to the terms and conditions in the Note Purchase Agreement. The Note Purchase Agreement contains standard provisions relating to the default and acceleration of the Company's payment obligations upon the occurrence of an event of default, including: (i) the failure to pay principal or interest; (ii) failure to comply with specified agreements, covenants, or obligations; and (iii) commencement of bankruptcy or other insolvency proceedings by or against the Company.

The foregoing summary of the Series B Note and the Amendment No. 2 set forth in this Item 1.01 is qualified in its entirety by reference to the text of the Series B Note and the Amendment No. 2, copies of which are incorporated by reference herein as Exhibits 4.1 and 10.2. The foregoing summary of the Note Purchase Agreement is qualified in its entirety by reference to the text of (i) the Note Purchase Agreement, a copy of which was filed pursuant to the Company's Current Report on Form 8-K filed December 27, 2010, and incorporated by reference herein; and (ii) Amendment No.1 to the Note Purchase Agreement filed herein as Exhibit 10.1.

Item 2.03 CREATION OF A FINANCIAL OBLIGATION

The information set forth above under Item 1.01 is hereby incorporated by reference into this Item 2.03.

Item 8.01 OTHER EVENTS

Exhibit 99.1 is furnished pursuant to this Item 8.01 and is not considered "filed" under the Securities Exchange Act of 1934, as amended, and shall not be incorporated by reference into any of the previous or future filings of the Company under the Securities Act of 1933, as amended, or the Exchange Act.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS

Exhibit No. Description

4.1	Series B Note
10.1	Amendment No.1 to Third Amended and Restated Note Purchase and Shelf Agreement.
10.2	Amendment No. 2 to Third Amended and Restated Note Purchase and Shelf Agreement.
10.3	Amendment No.1 to Second Amended and Restated Credit Agreement.
10.4	Amendment No. 2 to Second Amended and Restated Credit Agreement.
99.1	Press Release of NN, Inc. dated December 20, 2011.

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: December 22, 2011

NN, Inc.

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

Name William C. Kelly, Jr.

Title Vice President and Chief
Administrative Officer

SERIES B NOTE

NN, INC.

4.64% Senior Note, Series B due December 20, 2018

No. RB-01
\$20,000,000December 20, 2011
PPN 629337 B@4

FOR VALUE RECEIVED, the undersigned, NN, INC. (herein called the "*Company*"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to The Prudential Insurance Company of America, or registered assigns, the principal sum of TWENTY MILLION DOLLARS AND ZERO CENTS on December 20, 2018, with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance thereof at the rate of 4.64% per annum from the date hereof, payable quarterly, on the 20th day of each March, June, September and December in each year, commencing with the first such date next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) on the unpaid balance hereof at the Default Rate (as defined in the Note Purchase Agreement referred to below) if an Event of Default has occurred and is continuing, and to the extent permitted by law on any overdue payment of interest and any Yield Maintenance Amount (as defined in the Note Purchase Agreement referred to below), payable at the Default Rate quarterly as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Yield Maintenance Amount with respect to this Note are to be made in lawful money of the United States of America at JPMorgan Chase Bank, National Association in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Note as provided in the Note Purchase Agreements referred to below.

This Series B Note is one of a series of Senior Notes (herein called the "*Notes*") issued pursuant to a Third Amended and Restated Note Purchase Agreement and Shelf Agreement, dated as of December 21, 2010 (as from time to time amended, the "*Note Purchase Agreement*"), between the Company and the respective Purchasers named therein and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, (i) to have agreed to the confidentiality provisions set forth in Section 21 of the Note Purchase Agreements and (ii) to have made the representation set forth in Section 6.2 of the Note Purchase Agreement, *provided* that such holder may (in reliance upon information provided by the Company, which shall not be unreasonably withheld) make a representation to the effect that the purchase by such holder of any Note will not constitute a non-exempt prohibited transaction under section 406(a) of ERISA.

This Series B Note is a registered Series B Note and, as provided in the Note Purchase Agreement, upon surrender of this Series B Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Series B Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Series B

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

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

WITNESSETH:

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

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

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

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

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

SECTION 1. DEFINED TERMS.

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

SECTION 2. AMENDMENT TO NOTE AGREEMENT.

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

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

SECTION 3. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

3.4 **Restatement of Representations and Warranties.** Upon the effectiveness of this Amendment, the representations and warranties of such Obligor contained in the Note Agreement, as amended by this Amendment, and the other Financing Documents will be true and correct in all material respects on and as of the date of this Amendment, except for representations and warranties that were given as of a specific earlier date (which remain true and correct as of such earlier date) or representations and warranties which became inaccurate solely as a result of changes permitted under the Note Agreement.

SECTION 4. CONDITIONS TO EFFECTIVENESS

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

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

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

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

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

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

SECTION 5. REAFFIRMATIONS AND ACKNOWLEDGMENTS.

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

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

SECTION 6. MISCELLANEOUS.

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

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

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

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

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

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

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

6.8 **Nonwaiver.** Other than as provided in Section 2 and above, the execution, delivery, performance and effectiveness of this Amendment shall not operate as, or be deemed or construed to be, a waiver: (i) of any right, power or remedy of the Noteholders under the Note Agreement (as amended by this Amendment) or any other Financing Agreement, or (ii) any term, provision, representation, warranty or covenant contained in the Note Agreement (as amended by this Amendment) or any other Financing Agreement. None of the provisions of this Amendment shall constitute, be deemed to be or construed as, a waiver of any Default or Event of Default under the Note Agreement (as amended by this Amendment).

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

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

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

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

[Signatures Follow on Next Page]

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

BORROWER:

NN, Inc.

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Vice President – Corporate Development and
Chief Financial Officer

GUARANTORS:

Industrial Molding Corporation, as successor by merger to
Industrial Molding Group, L.P.

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

The Delta Rubber Company

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

Whirlaway Corporation

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

Triumph LLC

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

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

NOTEHOLDERS:

The Prudential Insurance Company of America

By: /s/ Billy Greer

Name: Billy Greer

Title: Senior Vice President

Prudential Retirement Insurance and Annuity Company

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

By: /s/ Billy Greer

Name: Billy Greer

Title: Senior Vice President

American Bankers Life Assurance Company of Florida, Inc.

By: Prudential Private Placement Investors, L.P., as Investment Advisor

By: Prudential Private Placement Investors, Inc., as its General Partner

By: /s/ Billy Greer

Name: Billy Greer

Title: Senior Vice President

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

Farmers New World Life Insurance Company

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

By: /s/ Billy Greer
Name: Billy Greer
Title: Senior Vice President

Union Security Insurance Company

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

By: /s/ Billy Greer
Name: Billy Greer
Title: Senior Vice President

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

**AMENDMENT NO. 2
TO THIRD AMENDED AND RESTATED NOTE PURCHASE AND SHELF AGREEMENT**

This **AMENDMENT NO. 2 TO THIRD AMENDED AND RESTATED NOTE PURCHASE AND SHELF AGREEMENT** is made as of December 20, 2011 (this "Amendment"), among NN, INC., a Delaware corporation (the "Company"), certain of its subsidiaries named below (the "Guarantors") and collectively with the Company, each an "Obligor"), The Prudential Insurance Company of America (together with its successors and assigns, "Prudential") and the other holders of the Notes from time to time party to the Note Agreement (as defined below) (collectively, and together with their successors and assigns, the "Noteholders").

WITNESSETH:

WHEREAS, the Company, the Guarantors and the Noteholders are parties to a certain Third Amended and Restated Note Purchase and Shelf Agreement, dated as of December 21, 2010, (as amended by that certain Amendment No. 1 to Third Amended and Restated Note Purchase and Shelf Agreement dated as of September 30, 2011 and as heretofore further amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement");

WHEREAS, the Company has requested that the Noteholders reinstate the Facility and extend the Issuance Period, as well as reduce the interest rate on the Series A Notes, and subject to the terms and conditions set forth herein, the Noteholders are willing to do so;

WHEREAS, the Company has requested that Prudential (the "Series B Purchaser") purchase at par Series B Notes under the Note Agreement in the aggregate principal amount of \$20,000,000 (the "Series B Notes") on the date hereof;

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

SECTION 1. DEFINED TERMS.

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

SECTION 2. AMENDMENTS.

2.1 **Reinstatement of the Facility.** The Company and the Noteholders agree that the Facility is hereby reinstated and shall be in full force and effect as if the Facility had not expired.

2.2 Section 2.2.1 of the Note Agreement is hereby amended by replacing such Section in its entirety with the following:

2.2.1 *Facility.* Prudential is willing to consider, in its sole discretion and within limits which may be authorized for purchase by Prudential and Prudential Affiliates from time to time, the purchase of Shelf Notes pursuant to this Agreement. The willingness of Prudential to consider such purchase of Shelf Notes is herein called the “*Facility*”. At any time, the aggregate principal amount of Shelf Notes stated in Section 1.2, minus the aggregate principal amount of Series B Notes purchased and sold pursuant to this Agreement prior to such time, minus the aggregate principal amount of Shelf Notes purchased and sold after the Second Amendment Effective Date pursuant to this Agreement prior to such time, minus the aggregate principal amount of Accepted Notes (as hereinafter defined) which have not yet been purchased and sold hereunder prior to such time, is herein called the “*Available Facility Amount*” at such time. **NOTWITHSTANDING THE WILLINGNESS OF PRUDENTIAL TO CONSIDER PURCHASES OF SHELF NOTES, THIS AGREEMENT IS ENTERED INTO ON THE EXPRESS UNDERSTANDING THAT NEITHER PRUDENTIAL NOR ANY PRUDENTIAL AFFILIATE SHALL BE OBLIGATED TO MAKE OR ACCEPT OFFERS TO PURCHASE SHELF NOTES, OR TO QUOTE RATES, SPREADS OR OTHER TERMS WITH RESPECT TO SPECIFIC PURCHASES OF SHELF NOTES, AND THE FACILITY SHALL IN NO WAY BE CONSTRUED AS A COMMITMENT BY PRUDENTIAL OR ANY PRUDENTIAL AFFILIATE.**

2.3 **Amendment to Section 2.2.2.** Section 2.2.2 of the Note Agreement is hereby amended by replacing such Section in its entirety with the following:

Section 2.2.2 *Issuance Period.* Shelf Notes may be issued and sold pursuant to this Agreement until the earlier of (i) December 20, 2014 and (ii) the thirtieth day after Prudential shall have given to the Company, or the Company shall have given to Prudential, written notice stating that it elects to terminate the issuance and sale of Shelf Notes pursuant to this Agreement (or if such thirtieth day is not a Business Day, the Business Day next preceding such thirtieth day). The period during which Shelf Notes may be issued and sold pursuant to this Agreement is herein called the “*Issuance Period*”.

2.4 **Amendment to Schedule B.** Schedule B of the Note Agreement is amended by adding the following definitions of “Second Amendment Effective Date” and “Series B Notes” in proper alphabetical order:

“*Second Amendment Effective Date*” shall mean December 20, 2011.

“*Series B Notes*” shall mean those certain Shelf Notes, Series B, issued by the Company on the Second Amendment Effective Date in the aggregate amount of \$20,000,000.

2.5 **Amendment to Exhibit 1.1.** Exhibit 1.1 of the Note Agreement is amended and restated in its entirety in the form of Exhibit 1.1 hereto.

2.6 **Amendment to Series A Notes.** Each Series A Note is hereby amended effective as of October 26, 2011 by replacing each reference to “6.70%” in each Series A Note with “5.39%”.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

3.4 **Restatement of Representations and Warranties.** Upon the effectiveness of this Amendment, the representations and warranties of such Obligor contained in the Note Agreement, as amended by this Amendment, and the other Financing Documents will be true and correct in all material respects on and as of the date of this Amendment, except for representations and warranties that were given as of a specific earlier date (which remain true and correct as of such earlier date) or representations and warranties which became inaccurate solely as a result of changes permitted under the Note Agreement.

SECTION 4. CONDITIONS TO EFFECTIVENESS

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

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

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

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

SECTION 5. REAFFIRMATIONS AND ACKNOWLEDGMENTS.

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

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

5.3 **Replacement Notes.** The Company agrees to execute and deliver to the holders of the Series A Notes replacement Series A Notes in the form of Exhibit 1.1 contemporaneously with the execution of this Agreement or promptly thereafter. The holders of the existing Series A Notes dated December 21, 2010 agree to return such Series A Notes to the Company for cancellation contemporaneously with the execution of this Agreement or promptly thereafter.

5.4 **Waiver of Issuance Fee.** The Series B Purchaser agrees to waive the Issuance Fee that would otherwise be required by Section 2.2.9(ii) of the Note Agreement in connection with the sale of the Series B Notes.

SECTION 6. MISCELLANEOUS.

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

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

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

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

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

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

6.7 **Expenses.** The Obligors shall be responsible for all reasonable costs, expenses and fees of the Noteholders and its advisors, service providers and legal counsels incurred in connection with the documentation of this Amendment.

6.8 **Nonwaiver.** Other than as provided in Section 2 and Section 5.4 above, the execution, delivery, performance and effectiveness of this Amendment shall not operate as, or be deemed or construed to be, a waiver: (i) of any right, power or remedy of the Noteholders under the Note Agreement (as amended by this Amendment) or any other Financing Agreement, or (ii) any term, provision, representation, warranty or covenant contained in the Note Agreement (as amended by this Amendment) or any other Financing Agreement. None of the provisions of this Amendment shall constitute, be deemed to be or construed as, a waiver of any Default or Event of Default under the Note Agreement (as amended by this Amendment).

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

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

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

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

[Signatures Follow on Next Page]

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

BORROWER:

NN, Inc.

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Vice President – Corporate Development and
Chief Financial Officer

GUARANTORS:

Industrial Molding Corporation, as successor by merger to
Industrial Molding Group, L.P.

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

The Delta Rubber Company

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

Whirlaway Corporation

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

Triumph LLC

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

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

NOTEHOLDERS:

The Prudential Insurance Company of America

By: /s/ Billy Greer

Name: Billy Greer

Title: Senior Vice President

Prudential Retirement Insurance and Annuity Company

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

By: /s/ Billy Greer

Name: Billy Greer

Title: Senior Vice President

American Bankers Life Assurance Company of Florida, Inc.

By: Prudential Private Placement Investors, L.P., as Investment Advisor

By: Prudential Private Placement Investors, Inc., as its General Partner

By: /s/ Billy Greer

Name: Billy Greer

Title: Senior Vice President

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

Farmers New World Life Insurance Company

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

By: /s/ Billy Greer

Name: Billy Greer

Title: Senior Vice President

Union Security Insurance Company

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

By: /s/ Billy Greer

Name: Billy Greer

Title: Senior Vice President

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

Exhibit 1.1

[FORM OF SERIES A NOTE]

NN, INC.

5.39% Senior Note, Series A due April 26, 2014

No. [_____]
\$[_____]

[Date]
PPN [_____]

FOR VALUE RECEIVED, the undersigned, NN, INC. (herein called the "*Company*"), a corporation organized and existing under the laws of the State of Delaware, hereby promises to pay to [_____], or registered assigns, the principal sum of [_____] DOLLARS on April 26, 2014, with interest (computed on the basis of a 360-day year of twelve 30-day months) (a) on the unpaid balance thereof at the rate of 5.39% per annum from the date hereof if no Event of Default (as defined in the Note Purchase Agreement referred to below) has occurred and is continuing, payable semiannually, on the twenty-sixth (26th) day of each April and October in each year, commencing with the April 26 or October 26 next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) on the unpaid balance hereof at the Default Rate (as defined in the Note Purchase Agreement referred to below) if an Event of Default has occurred and is continuing, and to the extent permitted by law on any overdue payment of interest and any Yield-Maintenance Amount (as defined in the Note Purchase Agreement referred to below), payable at the Default Rate semiannually as aforesaid (or, at the option of the registered holder hereof, on demand).

Payments of principal of, interest on and any Yield Maintenance Amount with respect to this Series A Note (as defined below) are to be made in lawful money of the United States of America at JPMorgan Chase Bank, National Association in New York, New York or at such other place as the Company shall have designated by written notice to the holder of this Series A Note as provided in the Note Purchase Agreements referred to below.

This Series A Note (herein called the "*Series A Note*") is one of a series of senior notes issued pursuant to that certain Third Amended and Restated Note Purchase and Shelf Agreement, dated as of December 21, 2010, among between the Company and the respective Purchasers named therein, (as from time to time amended, the "*Note Purchase Agreement*") and is entitled to the benefits thereof. Each holder of this Series A Note will be deemed, by its acceptance hereof, (i) to have agreed to the confidentiality provisions set forth in Section 21 of the Note Purchase Agreement and (ii) to have made the representation set forth in Section 6.2 of the Note Purchase Agreement, *provided* that such holder may (in reliance upon information provided by the Company, which shall not be unreasonably withheld) make a representation to the effect that the purchase by such holder of any Note will not constitute a non-exempt prohibited transaction under section 406(a) of ERISA. Unless otherwise indicated, capitalized terms used in this Note shall have the respective meanings ascribed to such terms in the Note Purchase Agreement.

This Series A Note is a registered Series A Note and, as provided in the Note Purchase Agreement, upon surrender of this Series A Note for registration of transfer, duly

endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Series A Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Company may treat the person in whose name this Series A Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Company will not be affected by any notice to the contrary.

The Company will make required prepayments of principal on the dates and in the amounts specified in the Note Purchase Agreement. This Series A Note is also subject to optional prepayment, in whole or from time to time in part, at the times and on the terms specified in the Note Purchase Agreements, but not otherwise.

If an Event of Default occurs and is continuing, the principal of this Series A Note may be declared or otherwise become due and payable in the manner, at the price (including any applicable Yield Maintenance Amount) and with the effect provided in the Note Purchase Agreement.

This Series A Note is guaranteed pursuant to the Subsidiary Guarantees and is secured by the Security Agreements, and reference is hereby made to such Financing Agreements.

This Series A Note shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New York excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

NN, INC.

By: _____
Name
Title

**AMENDMENT NO. 1 TO
SECOND AMENDED AND RESTATED CREDIT AGREEMENT**

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

WITNESSETH:

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

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

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

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

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

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

SECTION 1. DEFINED TERMS.

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

SECTION 2. CONSENT TO INCREASE IN COMMITMENT.

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

SECTION 3. AMENDMENT TO CREDIT AGREEMENT.

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

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

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

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

3.3 **Amendment to Schedule 1(A).** Schedule 1(A) of the Credit Agreement is hereby amended in its entirety on the Amendment Effective Date and replaced by Schedule 1(A) attached to this Amendment as Exhibit A.

SECTION 4. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

SECTION 5. CONDITIONS TO EFFECTIVENESS

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

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

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

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

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

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

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

SECTION 6. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

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

[Signatures Follow on Next Page]

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

BORROWERS:

NN, Inc.

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Vice President – Corporate Development
and Chief Financial Officer

NN NETHERLANDS B.V.

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

Name: William C. Kelly, Jr.

Title: Director

NN SLOVAKIA, S.R.O.

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

Name: William C. Kelly, Jr.

Title: Executive Director

NN EUROPE S.P.A.

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

Name: William C. Kelly, Jr.

Title: Director

[Signature Page to Amendment No. 1]

AGENT AND LENDERS:

KEYBANK NATIONAL ASSOCIATION, as Lender and as Agent

By: /s/ Suzannah Harris

Name: Suzannah Harris

Title: Vice President

REGIONS BANK, as Lender

By: /s/ Timothy M. Dameron

Name: Timothy M. Dameron

Title: Assistant Vice President

BRANCH BANKING AND TRUST COMPANY, as Lender

By: /s/ R. Andrew Beam

Name: R. Andrew Beam

Title: Senior Vice President

WELLS FARGO BANK NATIONAL ASSOCIATION, as Lender

By: /s/ Bryan Hulker

Name: Bryan Hulker

Title: SVP

[Signature Page to Amendment No. 1]

ANNEX I

ACKNOWLEDGEMENT OF GUARANTORS OF PAYMENT

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

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

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

THE DELTA RUBBER COMPANY

By: /s/ James H. Dorton _____

Name: James H. Dorton

Title: Treasurer

WHIRLAWAY CORPORATION

By: /s/ James H. Dorton _____

Name: James H. Dorton

Title: Treasurer

TRIUMPH LLC

By: /s/ James H. Dorton _____

Name: James H. Dorton

Title: Treasurer

Acknowledgement of Guarantors of Payment]

INDUSTRIAL MOLDING CORPORATION

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

NN HOLDINGS B.V.

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

Name: William C. Kelly, Jr.

Title: Managing Director

NN INTERNATIONAL B.V.

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

Name: William C. Kelly, Jr.

Title: Managing Director

[Acknowledgement of Guarantors of Payment]

Exhibit A

SCHEDULE 1(A)

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

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

This **AMENDMENT NO. 2 TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT** is made as of September 30, 2011 (this "Amendment"), among **NN, INC.**, a Delaware corporation (the "US Borrower"), the **FOREIGN BORROWERS** party hereto (together with the US Borrower, the "Borrowers" and each individually, a "Borrower"), the **LENDERS** party hereto and **KEYBANK NATIONAL ASSOCIATION**, as Agent (as defined below).

WITNESSETH:

WHEREAS, the Borrowers have been extended certain loans and other financial accommodations pursuant to the Second Amended and Restated Credit Agreement, dated as of December 21, 2010 (as amended by that certain Amendment No. 1 to Second Amended and Restated Credit Agreement dated as of March 9, 2011, and as otherwise heretofore amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Lenders party thereto and KeyBank National Association, as administrative agent and collateral agent (the "Agent");

WHEREAS, the Borrowers have requested that the Lenders amend Section 5.7(d) of the Credit Agreement to decrease the Fixed Charge Coverage Ratio for a specified period;

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

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

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

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

SECTION 1. DEFINED TERMS.

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

SECTION 2. AMENDMENT TO CREDIT AGREEMENT.

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

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

SECTION 3. REPRESENTATIONS AND WARRANTIES.

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

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

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

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

SECTION 4. CONDITIONS TO EFFECTIVENESS

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

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

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

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

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

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

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

SECTION 5. MISCELLANEOUS.

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

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

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

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

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

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

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

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

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

5.10 **Expenses; Agreement With Respect to the Credit Agreement.** The Credit Parties shall be responsible for all reasonable costs, expenses and fees of the Agent and its advisors, service providers and legal counsels incurred in connection with the documentation of this Amendment. To the extent that The Prudential Insurance Company of America (“Prudential”) or any other Senior Noteholder is compensated or will be compensated for executing and delivering or in connection with the execution and delivery of the Amendment to Senior Notes Indenture (other than any fee payable to Prudential for the benefit of the Senior Noteholders in an aggregate amount not to exceed 0.02% of the current outstanding principal

amount of the Senior Notes), whether by fee, increased yield or otherwise, the Credit Parties shall provide the Lenders with at least the equivalent economic consideration (it being understood that the foregoing sentence shall in no way be deemed to constitute a consent on the part of the Agent or the Lenders for any such additional compensation to such Persons).

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

[Signatures Follow on Next Page]

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

BORROWERS:

NN, Inc.

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Vice President – Corporate Development
and Chief Financial Officer

NN NETHERLANDS B.V.

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Director

NN SLOVAKIA, S.R.O.

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

Name: William C. Kelly, Jr.

Title: Executive Director

NN EUROPE S.P.A.

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Director

[Signature Page to Amendment No. 2]

AGENT AND LENDERS:

KEYBANK NATIONAL ASSOCIATION, as Lender and as Agent

By: /s/ Suzannah Harris

Name: Suzannah Harris

Title: Vice President

REGIONS BANK, as Lender

By: /s/ Dasan Dix

Name: Dasan Dix

Title: Assistant Vice President

BRANCH BANKING AND TRUST COMPANY, as Lender

By: /s/ R. Andrew Beam

Name: R. Andrew Beam

Title: Senior Vice President

WELLS FARGO BANK NATIONAL ASSOCIATION, as Lender

By: /s/ Bryan Hulker

Name: Bryan Hulker

Title: SVP

Signature Page to Amendment No. 2

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ANNEX I

ACKNOWLEDGEMENT OF GUARANTORS OF PAYMENT

Each undersigned hereby acknowledges and agrees to the terms of the Amendment No. 2 to Second Amended and Restated Credit Agreement, dated as of September __, 2011 (the "Amendment"), delivered in connection with the Second Amended and Restated Credit, dated as of December 21, 2010 (as heretofore amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among NN, Inc., a Delaware corporation (the "US Borrower"), the Foreign Borrowers party thereto (together with the US Borrower, the "Borrowers" and each individually, a "Borrower"), various financial institutions (collectively, the "Lenders" and individually, a "Lender") and KeyBank National Association ("KeyBank"), as administrative agent and collateral agent (the "Agent").

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

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

THE DELTA RUBBER COMPANY

By: /s/ James H. Dorton _____

Name: James H. Dorton

Title: Treasurer

WHIRLAWAY CORPORATION

By: /s/ James H. Dorton _____

Name: James H. Dorton

Title: Treasurer

TRIUMPH LLC

By: /s/ James H. Dorton _____

Name: James H. Dorton

Title: Treasurer

Signature Page to Guarantor Acknowledgement

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INDUSTRIAL MOLDING CORPORATION

By: /s/ James H. Dorton

Name: James H. Dorton

Title: Treasurer

NN HOLDINGS B.V.

By: NN International B.V., the sole member of its managing board

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

Name: William C. Kelly, Jr.

Title: Managing Director

NN INTERNATIONAL B.V.

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

Name: William C. Kelly, Jr.

Title: Managing Director

Signature Page to Guarantor Acknowledgement

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FINANCIAL
RELATIONS BOARD

news

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

FOR FURTHER INFORMATION:

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

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

FOR IMMEDIATE RELEASE
December 20, 2011

NN, INC. ENTERS INTO NEW FIXED RATE DEBT AGREEMENT

Johnson City, Tenn, December 20, 2011 – NN, Inc. (Nasdaq: NNBR) today reported that it has borrowed an additional \$20 million in seven-year fixed rate notes from Prudential Capital at a rate of 4.64%. The new notes, which mature on December 20, 2018, are interest-only for the first two years followed by four equal annual principal payments. The proceeds will be used to repay existing revolving credit bank debt and to fund growth capital projects. Prudential Capital has also agreed to reduce the rate on the Company's existing \$17.1 million of fixed rate notes due in 2014 from 6.50% to 5.39%.

James H. Dorton, Senior Vice President, Corporate Development and CFO commented, "We are pleased in the confidence that Prudential has shown in NN's improved credit profile and growth opportunities by lending us an additional \$20 million in fixed rate debt at record low rates for NN and additionally lowering the rate on our existing fixed rate debt."

Post transaction, the Company has a total of \$37.1 million in Prudential fixed rate notes and a \$100 million revolving credit agreement with a syndicated bank group of Keybank, BB&T, Regionsbank and Wells Fargo. Approximately \$50 million is outstanding under this agreement. The revolving credit agreement expires in April of 2014.

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

Except for specific historical information, many of the matters discussed in this press release may express or imply projections of revenues or expenditures, statements of plans and objectives or future operations or statements of future economic performance. These, and similar statements, are forward-looking statements concerning matters that involve risks, uncertainties and other factors which may cause the actual performance of NN, Inc. and its subsidiaries to differ materially from those expressed or implied by this discussion. All forward-looking information is provided by the Company pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995 and should be evaluated in the context of these factors. Forward-looking statements generally can be identified by the use of forward-looking terminology such as "assumptions", "target", "guidance", "outlook", "plans", "projection", "may", "will", "would", "expect", "intend", "estimate", "anticipate", "believe", "potential" or "continue" (or the negative or other derivatives of each of these terms) or similar terminology. Factors which could materially affect actual results include, but are not limited to: general economic conditions and economic conditions in the industrial sector, inventory levels, regulatory compliance costs and the Company's ability to manage these costs, start-up costs for new operations, debt reduction, competitive influences, risks that current customers will commence or increase captive production, risks of capacity underutilization, quality issues, availability and price of raw materials, currency and other risks associated with international trade, the Company's dependence on certain major customers, the successful implementation of the global growth plan including development of new products and consummation of potential acquisitions and other risk factors and cautionary statements listed from time to time in the Company's periodic reports filed with the Securities and Exchange Commission, including, but not limited to, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2010.