UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): December 11, 2019

NN, INC.
(Exact name of registrant as specified in its charter)

Delaware	**000-23486**	**62-1096725**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

6210 Ardrey Kell Road **Charlotte, North Carolina** **(Address of principal executive offices)**	**28277** **(Zip Code)**

(980) 264-4300
(Registrant's telephone number, including area code)

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

Check the appropriate box if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d- 2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e- 4(c))

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

Title of each class	Trading symbol	Name of each exchange on which registered
Common Stock, par value $0.01	**NNBR**	**The Nasdaq Stock Market LLC**

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

Emerging growth company. ☐

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

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On December 11, 2019, NN, Inc., a Delaware corporation (the "Company"), completed its previously announced private placement of the Company's newly designated Series B Convertible Preferred Stock, par value $0.01 per share (the "Series B Preferred Stock") and common stock purchase warrants (the "Warrants") (the "Financing Transaction"), pursuant to the terms of that certain Securities Purchase Agreement, dated December 5, 2019 (the "Purchase Agreement"), by and among the Company and affiliates of Corre Partners Management, L.L.C. ("Corre") and Legion Partners Asset Management, LLC ("Legion") (collectively, the "Investors"). At the closing, in accordance with the terms and conditions of the Purchase Agreement, the Company sold to the Investors an aggregate of 100,000 shares of Series B Preferred Stock, with a liquidation preference of $1,000 per share, together with Warrants to purchase 1,500,000 shares of the Company's common stock, par value $0.01 per share ("Common Stock").

In connection with the Financing Transaction, the Company received aggregate gross proceeds of $100 million, before deducting transaction expenses. The Company intends to use the proceeds from the Financing Transaction to repay all or a part of the outstanding amounts under the Company's senior secured revolving credit facility, to prepay the Company's term loans, to pay any fees (in connection with the Financing Transaction and a possible extension of the maturity date of the Company's senior debt, the repayment of the senior secured revolving credit facility and prepayment of the term loans), and for general corporate purposes.

Purchase Agreement

The Purchase Agreement contains representations and warranties by the Company and the Investors and covenants of the Company and the Investors (including indemnification from the Company in the event of breaches of its representations and warranties) and other rights, obligations and restrictions, which the Company believes are customary for transactions of this type.

Stockholder Approval: Pursuant to the Purchase Agreement, the Company has agreed at the 2020 annual meeting of the stockholders of the Company to include in its proxy statement (the "Proxy Statement") prepared and filed with the Securities and Exchange Commission (the "SEC") a proposal for approval by the holders of Common Stock that is required under listing standards of Nasdaq to approve the issuance of Common Stock upon exercise of the Warrants and conversion or redemption of the Series B Preferred Stock of the Company issued to the Investors pursuant to the Purchase Agreement (the "Stockholder Approval"). Subject to the directors' fiduciary duties, the Proxy Statement shall include the recommendation from the Company's Board of Directors that the stockholders vote in favor of the Stockholder Approval. The Company shall use its reasonable best efforts to solicit from the stockholders proxies in favor of the Stockholder Approval and to obtain the Stockholder Approval. The Company has also agreed to use commercially reasonable efforts to increase the number of authorized shares of Common Stock at the Company's 2023 annual meeting of stockholders.

Consent Rights: Pursuant to the Purchase Agreement, the Company has agreed with each Investor, subject to certain exceptions, not to become party to certain change in control transactions other than, among others, transactions in which holders of shares of the Series B Preferred Stock are entitled to receive cash in an amount equal to the applicable redemption value plus accrued and unpaid dividends (and less a portion of certain dividend taxes that may be paid or accrued by the Company on behalf of the Investors in respect of the Series B Preferred Stock) (such a change in control transaction, a "Qualifying Transaction").

Additional Agreements: The Purchase Agreement contains additional agreements and covenants between the Company and the Purchasers, including restrictions similar to those in the Certificate of Designation regarding dividends and voting rights. In addition, the Company agreed that it will use reasonable best efforts to amend and extend its existing amended and restated credit agreement as soon as practicable after the closing of the Financing Transaction.

Standstill Exemption: In connection with the Financing Transaction, the Company and Legion have agreed that Legion is exempted from its 9.9% standstill obligation set forth in the Cooperation Agreement dated as of February 25, 2019, between the Company and Legion. Legion, however, remains subject to beneficial ownership limitations applicable to each of the Investors pursuant to the Financing Transaction.

The foregoing description of the Purchase Agreement has been included to provide investors with information regarding its terms. It is not intended to provide any factual information about the parties to the agreement or the Company's business.

Certificate of Designation

In connection with the closing of the Financing Transaction, on December 11, 2019, the Company filed a Certificate of Designation of Series B Convertible Preferred Stock (the "Certificate of Designation") with the Secretary of State of the State of Delaware, establishing the rights, preferences, privileges, qualifications, limitations and restrictions relating to the Series B Preferred Stock. The Certificate of Designation became effective with the Secretary of State of the State of Delaware upon filing.

A summary of the terms of the Series B Preferred Stock set forth in the Certificate of Designation is set forth below.

Security: Series B Convertible Preferred Stock, par value $0.01 per share

Series B Dividend: 10.625% per annum, cumulative dividends payable quarterly in arrears; provided that if the Company does not obtain Stockholder Approval prior to the earlier of (i) June 30, 2020 and (ii) at the Company's 2020 annual meeting of stockholders, the rate shall increase to 11.625% per annum until such Stockholder Approval has been obtained. Series B Preferred Stock will fully participate on an as-converted basis in any dividends paid on the Common Stock, using a conversion rate based on a fixed conversion price equal to $7.91.

Redemption: The Company may redeem the shares of Series B Preferred Stock for an amount equal to the applicable redemption price set forth below expressed as a percentage of its Liquidation Preference (as defined below), plus any accrued and unpaid Series B Dividends, minus any dividend withholding taxes that the Company is entitled to set off pursuant to the terms of the Purchase Agreement.

Year	Percentage of Liquidation Preference
On or before March 31, 2021	105%
After March 31, 2021 and on or before December 31, 2021	110%
After December 31, 2021 and on or before December 31, 2022	120%
After December 31, 2022	130%

The March 31, 2021 date shall be deemed May 15, 2021 if the Company has entered into a definitive agreement with respect to a transaction that constitutes a Change of Control (as defined in the Purchase Agreement) on or prior to March 31, 2021. The redemption price and any accrued and unpaid dividends shall be paid in cash unless the Company's outstanding shares of Common Stock have a market capitalization in excess of $750 million on the date of the redemption notice, in which case the redemption price may be paid in cash or a combination of cash and shares of Common Stock; provided that the number of shares of Common Stock to be delivered will be determined based on 95% of the 30-trading day volume-weighted average price ("VWAP").

Conversion Rights/Rates: Conversion rate equals (i) the Liquidation Preference, plus any accrued and unpaid Series B Dividends, less any dividend withholding taxes that the Company is entitled to set off, divided by (ii) the then-applicable conversion price described below, which conversion price shall be no less than $1.00. In addition, under no circumstances will the aggregate number of Common Stock issued upon conversion of Series B Preferred Stock exceed 40,000,000 unless the Company's certificate of incorporation is amended to increase the authorized number of shares of Common Stock.

	If the Company's consolidated net leverage ratio is equal to or greater than 3.50 to 1.00 as of March 31, 2023 or any quarter ending thereafter, holders of Series B Preferred Stock will have the right to convert at a conversion price that equals 90% of the 30-day VWAP, during a 60-day conversion window. Holders of the Series B Preferred Stock will also have the right to convert up to 25% of their shares of Series B Preferred Stock into Common Stock in the quarter following the completion of the Company's fiscal year ending December 31, 2023, and each quarter ending thereafter at a conversion price that equals a 30-day VWAP, during a 60-day conversion window.
Liquidation Preference:	$1,000 per share of Series B Preferred Stock
Liquidation Value:	In the event of a liquidation, holders of Series B Preferred Stock will receive the greater of (i) the Liquidation Preference, plus any Series B Dividend accrued and unpaid at the time of such Liquidation, and (ii) the amount such holder of Series B Preferred Stock would have received upon conversion of its shares of Series B Preferred Stock into shares of Common Stock using a conversion rate based on a fixed conversion price equal to $7.91.
Limitations on Redemption and Conversion:	Unless and until the Stockholder Approval is obtained, the holders shall not have the right to acquire shares of Common Stock pursuant to a redemption or conversion of the Series B Preferred Stock in a manner that would violate Nasdaq Listing Rule 5635. Conversion and redemption of Series B Preferred Stock are also subject to certain other beneficial ownership limitations applicable to any holder.
Limitation on Dividends and Redemptions of Junior Securities:	Without the prior written consent of the holders of a majority of the outstanding shares of Series B Preferred Stock, the Company shall not, nor shall it permit any subsidiary to, redeem or purchase or otherwise acquire directly or indirectly any junior securities, nor shall the Company directly or indirectly pay or declare any dividend upon any junior securities (including any spin-off or other dividend or distribution of properties, securities or any other assets), subject to certain exceptions.
Voting Rights:	Holders of the Series B Preferred Stock shall not have any voting rights, other than with respect to: (i) amendments to the Company's organizational documents that generally have an adverse effect on the Series B Preferred Stock as well as creation or issuance of senior or parity securities; (ii) issuance of additional Series B Preferred Stock after the closing of the Financing Transaction; (iii) incurrence by the Company and its subsidiaries of indebtedness other than (x) any indebtedness that would be permitted to be incurred under the Company's current credit agreement, and (y) (A) indebtedness incurred in connection with refinancing the Company's existing indebtedness outstanding, subject to certain limitations, and (B) indebtedness the net proceeds of which are contemporaneously used to redeem all outstanding shares of Series B Preferred Stock; and (iv) the sale of assets outside the ordinary course of business of the Company, unless (A) such assets are sold for fair market value, (B) 85% of the consideration received in connection with the asset sale is in the form of cash or cash equivalents and (C) the Company uses the net cash proceeds from such asset sale to permanently repay its indebtedness, and any net cash proceeds remaining thereafter in excess of $25 million are used to redeem shares of Series B Preferred Stock and/or pay Series B Dividends.

Additional Consent Rights:	Until affiliates of Corre and Legion, respectively (the "Specified Holders") cease to hold specified amounts of Series B Preferred Stock, the Company shall not, without the prior consent of each Specified Holder, consummate or effect Change of Control transactions, other than (a) a transaction not approved by the Company's Board of Directors prior to the consummation thereof or (b) a Qualifying Transaction.

Warrants

The Warrants issued at the closing are exercisable, in full or in part, at any time prior to the seventh anniversary of their issuance, at an exercise price of $12.00 per share, subject to customary anti-dilution adjustments in the event of future below market issuances, stock splits, stock dividends, combinations or similar events set forth in the Warrants. Unless and until the Stockholder Approval is obtained, the holders shall not have the right to acquire shares of Common Stock in a manner that would violate Nasdaq Listing Rule 5635. In addition, certain other ownership limitations apply to any holder of a Warrant. The Warrant may be exercised for cash or on a cashless basis, based on an exercise price equal to the closing sale price on the immediately preceding trading day. In connection with a Change of Control transaction, any unexercised Warrants will be, under certain circumstances, deemed to have been exercised on a cashless basis. Warrant holders are entitled to participate in any dividend or other distribution by the Company to holders of shares of its Common Stock, on an as-exercised basis.

Registration Rights Agreement

In connection with the closing of the Financing Transaction, the Company also entered into a Registration Rights Agreement, dated December 11, 2019, with the Investors (the "Registration Rights Agreement"), under which the Investors are granted certain customary registration rights with respect to their shares of Common Stock, including those underlying the Series B Preferred Stock and Warrants, shares of Series B Preferred Stock and the Warrants. The Registration Rights Agreement contains other customary terms and conditions, including mutual indemnifications by the Company and each Investor.

The foregoing description of the Purchase Agreement, the Certificate of Designation, the Warrants and Registration Rights Agreement is only a summary and is qualified in its entirety by the full text of the Purchase Agreement, the Certificate of Designation, the form of Warrant and the Registration Rights Agreement , which are filed as Exhibits 10.1, 3.1, 4.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

ITEM 3.02. UNREGISTERED SALE OF EQUITY SECURITIES.

The information contained in Item 1.01 of this Current Report on Form 8-K regarding the offer and sale of the Series B Preferred Stock and Warrants, the Purchase Agreement and the terms of the Series B Preferred Stock is incorporated herein by reference.

The securities in the Financing Transaction were issued and sold in reliance upon the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), set forth under Section 4(a)(2) of the Securities Act relating to sales by an issuer not involving any public offering and in reliance on similar exemptions under applicable state laws. Each Investor represented that it is an accredited investor and that it is acquiring the Series B Preferred Stock and Warrants for investment purposes and not with a view to any distribution of such securities in violation of the United States federal securities laws. Neither this Current Report on Form 8-K, nor the exhibit attached hereto is an offer to sell or the solicitation of an offer to buy the securities described herein.

ITEM 3.03. MATERIAL MODIFICATION TO RIGHTS OF SECURITY HOLDERS.

The information contained in Item 1.01 of this Current Report on Form 8-K regarding the Certificate of Designation and the terms of the Series B Preferred Stock is incorporated herein by reference.

ITEM 5.03. AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGES IN FISCAL YEAR.

The information contained in Item 1.01 of this Current Report on Form 8-K regarding the Certificate of Designation and the terms of the Series B Preferred Stock is incorporated herein by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit No.	Description
3.1	Certificate of Designation of Series B Convertible Preferred Stock of NN, Inc.
4.1	Form of Common Stock Purchase Warrant
10.1	Securities Purchase Agreement, dated December 5, 2019, by and among the Company and the Investors
10.2	Registration Rights Agreement, dated December 11, 2019, by and among the Company and the Investors

Forward-Looking Statements

Except for specific historical information, many of the matters discussed in this Current Report on Form 8-K 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: the Company's failure to realize the intended benefits of the Financing Transaction, the inability to pay cash dividends on the Series B Preferred Stock, thus increasing the dilutive impact of the Financing Transaction; the inability of the Company to redeem the Series B Preferred Stock, in cash, if there has been no conversion, change in control or liquidity event; 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 level of the Company's indebtedness, the restrictions contained in the Company's debt agreements, the Company's ability to obtain financing at favorable rates, if at all, and to refinance existing debt as it matures, the Company's dependence on certain major customers, and the successful implementation of the global growth plan including development of new products. Similarly, statements made herein and elsewhere regarding pending and completed transactions are also forward-looking statements, including statements relating to the future performance and prospects of an acquired business, the expected benefits of an acquisition on the Company's future business and operations and the ability of the Company to successfully integrate recently acquired businesses or the possibility that the Company will be unable to execute on the intended redeployment of proceeds from a divestiture, whether due to a lack of favorable investment opportunities or otherwise.

For additional information concerning such risk factors and cautionary statements, please see the section titled "Risk Factors" in the Company's periodic reports filed with the Securities and Exchange Commission, including, but not limited to, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2018 and the Company's Quarterly Report on Form 10-Q for the three months ended September 30, 2019. Except as required by law, we undertake no obligation to update or revise any forward-looking statements we make in Current Reports on Form 8-K, whether as a result of new information, future events or otherwise.

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 11, 2019

NN, INC.

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

CERTIFICATE OF DESIGNATION OF
SERIES B CONVERTIBLE PREFERRED STOCK
OF NN, INC.

Pursuant to Section 151 of the General Corporation Law of the State of Delaware:

NN, Inc., a Delaware corporation (the "Corporation"), hereby certifies that, in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware ("DGCL"), the Board of Directors of the Corporation has duly adopted the following resolutions:

RESOLVED, that, pursuant to Article IV of the Corporation's Restated Certificate of Incorporation, as amended (which authorizes 5,000,000 shares of preferred stock, par value $0.01 per share of the Corporation (the "Preferred Stock")), the Board of Directors of the Corporation hereby fixes the powers, designations, preferences and relative, participating, optional and other special rights, and the qualifications, limitations and restrictions, of a series of Preferred Stock.

RESOLVED, that each share of such series of Preferred Stock shall rank equally in all respects and shall be subject to the following provisions:

Section 1. Designation. There is hereby created out of the authorized and unissued shares of Preferred Stock of the Corporation a new series of Preferred Stock designated as the "Series B Convertible Preferred Stock". The number of shares constituting the Series B Convertible Preferred Stock will be 100,000.

Section 2. [Reserved].

Section 3. Dividends.

3.1 Holders of Series B Convertible Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors, and the Corporation shall pay, out of funds lawfully available therefor, cumulative dividends at the rate per share of Series B Convertible Preferred Stock equal to the Series B Dividend Rate (the "Series B Dividend"). The "Series B Dividend Rate" shall mean 10.625% per annum; provided that if the Corporation does not obtain Stockholder Approval (as defined in the Securities Purchase Agreement) prior to the earlier of (i) June 30, 2020 and (ii) at the Corporation's 2020 annual meeting of stockholders, the Dividend Rate shall increase to 11.625% per annum until such Stockholder Approval has been obtained. The period from the Issuance Date to and including March 11, 2020 and each period from but excluding a Dividend Payment Date to and including the following Dividend Payment Date is herein referred to as a "Dividend Period." "Dividend Payment Date" shall mean March 11, June 11, September 11, and December 11 of each year, commencing on March 11, 2020, and any other date on which the Corporation may determine to pay a Series B Dividend.

3.2 Series B Dividends shall be payable in arrears on each Dividend Payment Date and shall accrue, whether or not earned or declared, from the most recent Dividend Payment Date, or, in the case of the first Dividend Payment Date, from the Issuance Date. Series B Dividends shall accrue on each outstanding share of Series B Convertible Preferred Stock on the basis of twelve 30-day months and a 360-day year, at the Series B Dividend Rate, on the basis of the sum of (x)

the Liquidation Preference with respect to such share plus (y) the aggregate amount of all Series B Dividend that have previously accumulated or accrued (whether or not declared) but not been paid prior to the first day of the applicable Dividend Period (or, in the case of the first Dividend Period, on the basis of the Liquidation Preference) with respect to such share.

3.3 If a Series B Dividend is declared by the Board of Directors, then such Series B Dividend shall be paid in cash. The Board of Directors shall not be required to declare any Series B Dividends, and any declaration of a Series B Dividend shall be solely at the discretion of the Board of Directors of the Corporation.

3.4 Holders of Series B Convertible Preferred Stock shall fully participate, on an as-converted basis, in any dividends declared and paid or distributions on Common Stock as if the Series B Convertible Preferred Stock were converted into shares of Common Stock immediately prior to the record date for such dividend or distribution, at the Conversion Rate in effect on such record date, provided that the Conversion Price used to determine the Conversion Rate for the purpose of this Section 3.4 shall be deemed equal to $7.91 (subject to proportional adjustment for any stock split, stock dividend or stock combination of the Common Stock occurring after the date of the Securities Purchase Agreement).

Section 4. Liquidation.

4.1 Prior to conversion pursuant to Section 7, in the event of a liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary (a "Liquidation"), after payment or provision for payment of the debts and other liabilities of the Corporation, the holders of Series B Convertible Preferred Stock shall be entitled to receive, in respect of any shares of Series B Convertible Preferred Stock held by them, out of assets of the Corporation available for distribution to stockholders of the Corporation or their assignees, and subject to the rights of any outstanding shares of Senior Securities and before any amount shall be distributed to the holders of Junior Securities, a liquidating distribution (the "Liquidation Distribution") in an amount equal to the greater of (i) the Liquidation Preference, plus any Series B Dividend accrued and unpaid at the time of such Liquidation, and (ii) the amount such holder of Series B Convertible Preferred Stock would have been entitled to receive had such holder converted its shares of Series B Convertible Preferred Stock into shares of Common Stock at the then-applicable Conversion Rate immediately prior to such Liquidation, provided that the Conversion Price used to determine the Conversion Rate for the purpose of this Section 4.1 shall be deemed equal to $7.91 (subject to proportional adjustment for any stock split, stock dividend or stock combination of the Common Stock occurring after the date of the Securities Purchase Agreement). If, upon a Liquidation, the assets of the Corporation, or proceeds thereof, distributable among the holders of the then outstanding shares of Series B Convertible Preferred Stock and the holders of any shares of Parity Securities ranking on a parity with the Series B Convertible Preferred Stock with respect to any distribution of assets upon Liquidation are insufficient to pay in full the amount of all such Liquidation Preference plus any accrued and unpaid Series B Dividend payable with respect to the Series B Convertible Preferred Stock and all liquidation preference payable with respect to any such Parity Securities, then the holders of Series B Convertible Preferred Stock and such Parity Securities shall share ratably in any distribution of assets in proportion to the full respective preferential amounts to which they are entitled.

4.2 The Corporation shall provide the holders of Series B Convertible Preferred Stock appearing on the stock books of the Corporation as of the date of such notice at the address of said holder shown therein with written notice of any Liquidation not less than 30 days prior to the payment date stated therein, which notice shall set forth the payment date, the amount of proceeds to be paid with respect to each share of Series B Convertible Preferred Stock and each share of Senior Securities, Parity Securities and Junior Securities in connection therewith; provided that in the case of any involuntary Liquidation, the Corporation shall provide notice within ten (10) Business Days upon the Corporation becoming aware of any instituted proceeding in respect thereof.

4.3 After the payment in cash or proceeds to the holders of shares of the Series B Convertible Preferred Stock of the full amount of the Liquidation Distribution with respect to outstanding shares of Series B Convertible Preferred Stock, the holders of outstanding shares of Series B Convertible Preferred Stock shall have no right or claim, based on their ownership of shares of Series B Convertible Preferred Stock, to the remaining assets of the Corporation, if any. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property, as determined in the good faith reasonable discretion of the Board of Directors or liquidating trustee, as the case may be, and each holder of shares of the Series B Convertible Preferred Stock shall be notified in writing of such distribution and of the value of such other securities or property at least thirty (30) days prior to the scheduled distribution. If, however, holders of a majority of the outstanding shares of Series B Convertible Preferred Stock shall give the Board of Directors written notice at least twenty (20) days prior to the scheduled distribution that such holders disagree with the value placed upon such property (other than cash) by the Board of Directors, then such holders and the Board of Directors shall attempt to agree upon a fair market value. Should such holders and the Board of Directors be unable to agree during the five-day period immediately following the giving of the written notice of such disagreement as to the fair market value without the employment of appraisers, then the Corporation, on the one hand, and such holders, on the other hand, shall each select an appraiser experienced in the business of evaluating or appraising the market value of the relevant securities or property other than securities. The appraisers so selected (the "Initial Appraisers") shall, on or prior to the scheduled distribution, appraise such securities or other property. If the difference between the resulting appraisals is no greater than ten percent of the higher appraisal, then the average of the appraisals shall be deemed the fair market value; otherwise, the Initial Appraisers shall select an additional appraiser (the "Additional Appraiser"), who shall be experienced in a manner similar to the Initial Appraisers. The Additional Appraiser shall then choose from the values determined by the Initial Appraisers the value that the Additional Appraiser considers closest to the fair market value of the property to be distributed, and such value shall be the fair market value. The Corporation shall pay the expenses and fees of each Appraiser. The fair market value determined pursuant to this provision shall apply to all holders of Series B Convertible Preferred Stock, including any holders of Series B Convertible Preferred Stock not providing notice of a challenge pursuant to this provision.

4.4 For purposes of this Section 4, the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all of the property and assets of the Corporation (by way of merger, consolidation or otherwise) shall not be deemed a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation,

nor shall the merger, consolidation, statutory exchange or any other business combination transaction of the Corporation into or with any other Person or the merger, consolidation, statutory exchange or any other business combination transaction of any other Person into or with the Corporation be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

Section 5. Dividends on and Redemptions of Junior Securities.

5.1 For so long as any shares of Series B Convertible Preferred Stock remain outstanding, without the prior written consent of the holders of a majority of the outstanding shares of Series B Convertible Preferred Stock, the Corporation shall not, nor shall it permit any Subsidiary to, redeem, purchase or otherwise acquire directly or indirectly any Junior Securities, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Junior Securities (including any spin-off or other dividend or distribution of properties, securities or any other assets); provided that (i) the Corporation may purchase Junior Securities through the use of proceeds of a substantially contemporaneous sale of other shares of Junior Securities, (ii) the Corporation may purchase Junior Securities as a result of an exchange or conversion of such shares of Junior Securities for any other shares of Junior Securities and purchase any fractional shares of Junior Securities in connection therewith, (iii) the Corporation may pay any dividend in connection with the implementation of a stockholders' rights or similar plan, or the redemption or repurchase of any rights under any such plan, and (iv) the Corporation may acquire Junior Securities in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of present or former employees or directors of the Corporation and its Subsidiaries for the purposes of satisfying applicable taxes or netting of applicable exercise price or otherwise as required by any such plan, agreement or arrangement.

Section 6. Voting Rights.

6.1 Voting Generally. The holders of the Series B Convertible Preferred Stock shall be entitled to notice of all stockholders' meetings in accordance with the Corporation's bylaws in the election of directors and as otherwise required by applicable law. Except as set forth herein or to the extent required by the DGCL, the holders of the Series B Convertible Preferred Stock shall not have any voting rights. In any case in which the holders shall be entitled to vote as a separate class pursuant to the Certificate of Incorporation, this Certificate of Designation or Delaware law, each holder shall be entitled to one vote for each share of Series B Convertible Preferred Stock held on the record date for determining the stockholders of the Corporation eligible to vote thereon. If the holders are entitled to vote with the holders of the Corporation's Common Stock, they shall vote on an as converted basis, assuming conversion pursuant to Section 7(i)(b) with a Conversion Date deemed to be the record date for such vote.

6.2 Adverse Changes. The vote or consent of the holders of at least a majority of the shares of Series B Convertible Preferred Stock outstanding at such time, voting together as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, will be necessary for effecting or validating any of the following actions, whether or not such approval is required pursuant to the DGCL:

(i) any amendment, alteration or repeal (whether by merger, consolidation or otherwise) of any provision of the Restated Certificate of Incorporation (including this Certificate of Designation) or bylaws of the Corporation that would have an adverse effect on the rights, preferences, privileges or voting power of the Series B Convertible Preferred Stock;

(ii) (a) any amendment or alteration (whether by merger, consolidation or otherwise) of, or any supplement (whether by a certificate of designation or otherwise) to, the Restated Certificate of Incorporation or any provision thereof, or any other action to authorize or create, or increase the number of authorized or issued shares of, or any securities convertible into shares of, or reclassify any security into, any Parity Securities or Senior Securities or any other class or series of Capital Stock of the Corporation ranking senior to, or on a parity basis with, the Series B Convertible Preferred Stock as to dividend rights or rights on the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation or (b) the issuance of any Parity Securities, Senior Securities or any other class or series of Capital Stock of the Corporation ranking senior to, or on a parity basis with, the Series B Convertible Preferred Stock;

(iii) any issuance of shares of additional Series B Convertible Preferred Stock after the Issuance Date;

(iv) the incurrence after the date hereof by the Corporation and its Subsidiaries of Indebtedness other than any Indebtedness that would be permitted to be incurred under Section 7.02 of the Credit Agreement as in effect on December 5, 2019, which amount includes the aggregate amount of term loans outstanding thereunder on December 5, 2019 and revolving credit facility available thereunder on December 5, 2019 (it being understood that determination under this clause (iv) of whether an incurrence of Indebtedness would be prohibited under Section 7.02 of the Credit Agreement as it exists on December 5, 2019 shall be made without regard to any limitations or conditions set forth therein based on collateral or subordination matters or credit support, absence of default under the Credit Agreement or application of "Applicable Requirements" as defined in the Credit Agreement), and other than (a) without duplication of the foregoing, any Indebtedness incurred to refinance or replace Indebtedness outstanding on the Issuance Date (including successive refinancings or replacements) in an aggregate principal amount at maturity not to exceed the sum of (1) the principal amount at maturity of the Indebtedness being refinanced, (2) accrued and unpaid interest on the Indebtedness being refinanced and (3) premiums, fees and expenses payable in connection with the repayment of such Indebtedness, and (b) Indebtedness the net proceeds of which are contemporaneously used to redeem all outstanding shares of Series B Convertible Preferred Stock; and

(v) the sale of assets outside the ordinary course of business of the Corporation after the date hereof (each, a "Non-Ordinary Course Asset Sale") (it being understood any sale of assets with a fair market value not in excess of $10 million (as determined by the Board of Directors in its good faith discretion) shall be deemed not to be a sale of assets outside the ordinary course of business), unless (a) such assets are sold for fair market value (as determined in the good faith discretion of the Board of Directors), (b) 85% of the consideration received in connection with such asset sale is in the form of cash or cash equivalents and (c) and the Corporation uses the Net Cash Proceeds (as defined in the Credit Agreement) from such asset sale and all other Non-

Ordinary Course Asset Sales to permanently repay Indebtedness and extinguish all commitments for the Indebtedness so repaid and, insofar as any remaining Net Cash Proceeds from any Non-Ordinary Course Asset Sales after repayment and extinguishment of all such Indebtedness exceeds $25 million, such excess is applied to redeem shares of Series B Convertible Preferred Stock and/or pay Series B Dividend; provided, that nothing in this clause (v) shall require the Corporation to violate the Credit Agreement;

provided, however, that the authorization or creation of, or the increase in the number of authorized or issued shares of, or any securities convertible into shares of, or the reclassification of any security (other than the Series B Convertible Preferred Stock) into, or the issuance of, Junior Securities will not require the vote of the holders of the Series B Convertible Preferred Stock as long as the proceeds from any such issuance consist entirely of cash and the net proceeds are used by the Corporation to repay indebtedness of the Corporation and/or its Subsidiaries from any such issuance (after payment of related expenses and underwriting, placement agent or broker fees in connection with such issuance) or to redeem shares of Series B Convertible Preferred Stock and/or pay any Series B Dividend, or such issuance is made in connection with a Qualifying Transaction (as defined in the Securities Purchase Agreement) or pursuant to an equity incentive plan.

6.3 Additional Consent Rights. Until affiliates of Corre Partners Management, L.L.C. and Legion Partners Asset Management (the "Specified Holders") cease to hold any Series B Convertible Preferred Stock, the Corporation shall not, without the prior consent of each Specified Holder, consummate an agreement that provides for a transaction that constitutes a Change of Control (as defined in the Securities Purchase Agreement), or otherwise effect such a Change of Control, other than (a) a Change of Control not approved by the Board of Directors prior to the consummation thereof or (b) a Qualifying Transaction (as defined in the Securities Purchase Agreement).

Section 7. Conversion; Redemption.

7.1 Conversion.

(i) Subject to the provisions of this Section 7:

(a) if, as of March 31, 2023 or as of the end of any subsequent fiscal quarter of the Corporation, the Consolidated Net Leverage Ratio is equal to or greater than 3.50 to 1.00, which determination will be made by the Corporation as of the date of the filing of the Corporation's Quarterly Report on Form 10-Q for such quarterly period, or in the case of the fourth quarter, the Annual Report on Form 10-K (the "Determination Date"), each holder of Series B Convertible Preferred Stock shall have the right for sixty (60) calendar days beginning immediately after notice of such determination is sent to the holders or disclosed on the Corporation's investor relations website (the "Determination Notice Date") to elect to convert all or any portion of the shares of Series B Convertible Preferred Stock held by each holder into, with respect to each share of Series B Convertible Preferred Stock so converted, (i) the number of shares of Common Stock equal to the then-applicable Conversion Rate as of the Conversion Date and (ii) the right to receive a cash payment in lieu of fractional shares, if any. A holder may exercise its right of conversion pursuant to

this Section 7.1(i)(a) in respect of all or any portion of such holder's Series B Convertible Preferred Stock; provided that, in each case, no right of conversion may be exercised by a holder on any particular Conversion Date in respect of less than 1,000 shares of Series B Convertible Preferred Stock (unless such conversion relates to all shares of Series B Convertible Preferred Stock held by such holder); and

(b) following the completion of the Corporation's fiscal year ending December 31, 2023, and each fiscal quarter thereafter, each holder shall have the right for the sixty (60) calendar days beginning immediately after the date of the end of such quarter, to convert all or any portion of the shares of Series B Convertible Preferred Stock held by such holder into, with respect to each share of Series B Convertible Preferred Stock so converted (i) the number of shares of Common Stock equal to the then-applicable Conversion Rate as of the Conversion Date and (ii) the right to receive a cash payment in lieu of fractional shares, if any; provided that, the aggregate of any shares of Series B Convertible Preferred Stock converted pursuant to this Section 7.1(i)(b) by such holder in any single quarterly conversion quarter of the Corporation shall not exceed 25,000 multiplied by a fraction, the numerator of which shall be the number of shares of Series B Convertible Preferred Stock held by such holder as of the date of the filing of the end of the applicable quarter, and the denominator of which shall be the total number of shares of Series B Convertible Preferred Stock outstanding of such date; provided, further, that no right of conversion may be exercised by a holder on any particular Conversion Date in respect of less than 1,000 shares of Series B Convertible Preferred Stock (unless such conversion relates to all shares of Series B Convertible Preferred Stock held by such holder).

(ii) Holder's Conversion Limitations. The Corporation shall not effect any conversion of any shares of Series B Convertible Preferred Stock, and a holder shall not have the right to convert any shares of Series B Convertible Preferred Stock, pursuant to Section 7 or otherwise, to the extent that after giving effect to such issuance after conversion as set forth on the applicable Notice of Conversion, the holder (together with its Affiliates, and any other Persons acting as a group together with the holder or any of the holder's Affiliates), would, when aggregated with all other shares of Common Stock beneficially owned by such holder at such time, beneficially own shares of Common Stock, in excess of the Beneficial Ownership Limitation; provided, however, that such conversion restriction shall not apply to any conversion in connection with, and subject to completion of, (x) a public sale of the shares of Common Stock to be issued upon such conversion, if following consummation of such sale such holder will not exceed the Beneficial Ownership Limitation or (y) a bona fide third party tender offer for the shares of Common Stock issuable upon conversion. For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the holder and its Affiliates shall include the number of shares of Common Stock issuable upon the conversion of the shares of Series B Convertible Preferred Stock with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) conversion of the unconverted, remaining Series B Convertible Preferred Stock beneficially owned by the holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the holder or any of its

Affiliates, including for the avoidance of doubt, the Warrants held by such holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 7.1(ii), beneficial ownership shall be calculated in accordance with Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules and regulations promulgated thereunder, it being acknowledged by the holder that the Corporation is not representing to the holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 7.1(ii) applies, the determination of whether certain shares of Series B Convertible Preferred Stock is then convertible (in relation to other securities owned by the holder together with any Affiliates) and the number of shares that may be elected for conversion in accordance with this Section 7.1(ii) shall be in the sole discretion of the holder, and the submission of a Notice of Conversion shall be deemed to be the holder's determination of whether such shares of Series B Convertible Preferred Stock elected for conversion are convertible (in relation to other securities owned by the holder together with any Affiliates) and the number of shares that may be elected for conversion, in each case subject to the Beneficial Ownership Limitation, and the Corporation shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for conversion of shares of Series B Convertible Preferred Stock that are not in compliance with the Beneficial Ownership Limitation. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder and the Corporation shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for conversion of shares of Series B Convertible Preferred Stock that are not in compliance with the Beneficial Ownership Limitation. For purposes of this Section 7.1(ii), in determining the number of outstanding shares of Common Stock, the holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Corporation's most recent periodic or annual report filed with the Securities and Exchange Commission, as the case may be, (B) a more recent public announcement by the Corporation or (C) a more recent written notice by the Corporation or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written request of the holder, the Corporation shall within two (2) trading days confirm to the holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including shares of Series B Convertible Preferred Stock, by the holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The provisions of this Section 7.1(ii) shall be construed and implemented in a manner otherwise than in strict conformity with the terms thereof to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation or the application of the rules of The Nasdaq Stock Market.

7.2 Procedures for Conversion. In order to convert shares of Series B Convertible Preferred Stock pursuant to this Section 7, a holder must (a) deliver to the Corporation (or such other office or agency of the Corporation as it may designate by notice in writing to the registered holder at the address of the holder appearing on the books of the Corporation) (i) a duly completed and executed copy of a notice of conversion substantially in the form attached hereto as Exhibit A (a "Notice of Conversion"); (ii) the certificate or certificates (if any) of the Series B Convertible

Preferred Stock to be converted; and (iii) if required, appropriate endorsements and transfer documents; and (b) if required, pay any stock transfer, documentary, stamp or similar taxes payable by the holder under Section 7.6. The date on which such deliveries shall have taken place shall be referred to herein as the "Conversion Date".

7.3 Adjustment for Reclassifications and Reorganizations. If the Common Stock issuable upon conversion of the shares of Series B Convertible Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a merger or other reorganization provided for in Section 7.4) then, in each such event, each Share shall thereafter be convertible into the kind and amount of shares of stock and other securities or property which the holder of that number of shares of Common Stock (or other securities) into which such shares of Series B Convertible Preferred Stock shall be convertible immediately prior to such event would be entitled to receive upon the occurrence of such event (using the Conversion Rate set forth in Section 7.1(i)(b)). In every such case, appropriate adjustments shall be made in the application of the provisions of this Section 7.3 with respect to the rights of the holders after such event to the end that the provisions of this Section 7.3 (including adjustment of the Conversion Price then in effect and the kind and amount of shares or other property into which the shares of Series B Convertible Preferred Stock may be converted), shall be applicable after that event, as nearly equivalent as may be practicable. In case any securities, other than Common Stock, shall at the time be receivable by any holder upon conversion of the shares of Series B Convertible Preferred Stock, and in case any additional shares of such securities or any securities convertible into or exchangeable for such securities shall be issued or sold for consideration so as to dilute the conversion rights of the shares of Series B Convertible Preferred Stock, then, in each such case, the Conversion Rate or number of shares of such securities receivable by the shares of Series B Convertible Preferred Stock upon conversion shall be adjusted substantially in the manner provided in this Section 7.3 so as to protect the holders against the effect of such dilution.

7.4 Adjustment for Merger or Consolidation. If the Corporation shall at any time merge or consolidate with or into another corporation (other than where the Corporation is the surviving corporation and there is no reclassification or change in the Common Stock into which the shares of Series B Convertible Preferred Stock may be converted) that, in each case, does not meet the definition of Change in Control (as defined in the Securities Purchase Agreement), provisions shall be made to assure that the holders shall thereafter be entitled to receive, upon conversion of the shares of Series B Convertible Preferred Stock, the kind and amount of shares of stock and other securities or property of the Corporation or the successor corporation resulting from such merger or consolidation, or such successor corporation's or the Corporation's parent, that the holders of that number of shares of Common Stock (or other securities) into which the shares of Series B Convertible Preferred Stock shall be convertible immediately prior to such merger or consolidation (at the Conversion Rate set forth in Section 7.1(i)(b)) would be entitled to receive in such merger or consolidation. In every such case, appropriate adjustment shall be made in the application of the provision of this Section 7.4 with respect to the rights of the holders after the merger or consolidation to the end that the provisions of this Section 7.4 (including adjustment of the Conversion Rate then in effect and the kind and amount of shares or other property into which the shares of Series B Convertible Preferred Stock may be converted) and the other terms set forth herein shall be applicable after that event, as nearly equivalent as may be practicable. In case any

securities, other than Common Stock, shall at the time be receivable by any holder upon the conversion of shares of Series B Convertible Preferred Stock, and in case any additional shares of such securities or any securities convertible into or convertible for such securities shall be issued or sold for a consideration such as to dilute the conversion rights of the shares of Series B Convertible Preferred Stock, then, in each such case, the Conversion Rate or number of shares of such securities receivable by the shares of Series B Convertible Preferred Stock upon conversion shall be adjusted substantially in the manner provided in this Section 7.4 so as to protect the holders against the effect of such dilution.

7.5 Redemption.

(i) The Corporation has the option in its sole discretion, from time to time other than in connection with a Liquidation pursuant to Section 4.1, to redeem all or a portion (but in no less than $1,000,000 increments based on the Liquidation Preference as of the date of the Redemption Notice (or such lesser amount to the extent the Redemption Notice relates to all of the outstanding shares of the Series B Convertible Preferred Stock)) of the then outstanding shares of Series B Convertible Preferred Stock, for an amount per share of Series B Convertible Preferred Stock equal to (x) the applicable redemption price set forth below, expressed as a percentage of the Liquidation Preference of such share (the "Redemption Price"), plus (y) any Series B Dividend that is accrued but unpaid with respect to such share at the Redemption Date, minus (z) the 35% of the aggregate amount of any Dividend Withholding Taxes (as defined in the Securities Purchase Agreement) that the Company has paid prior to the Redemption Date with respect to such share, including for the avoidance of doubt, in connection with any dividends paid pursuant to Section 3.4, or will pay or otherwise be required to deduct and withhold in connection with any redemption of such share of Series B Convertible Preferred Stock, (it being understood that the Corporation shall be responsible for paying 65% of any Dividend Withholding Tax on such share and any Dividend Withholding Taxes or other withholding taxes imposed by Sections 1441 or 1442 of the Internal Revenue Code of 1986, as amended, on the amounts borne by the Corporation on behalf of the holder pursuant to Section 5.09(a) of the Securities Purchase Agreement) if redeemed during the periods indicated below:

Year	Percentage of Liquidation Preference
On or prior to the Specified Date	105.00%
After Specified Date and on or prior to December 31, 2021	110.00%
After December 31, 2021 and on or prior to December 31, 2022	120.00%
After December 31, 2022	130.00%

The "Specified Date" means March 31, 2021, but shall be deemed to be May 15, 2021 if the Corporation has, on or prior to March 31, 2021, entered into a legally binding, definitive agreement with respect to a transaction that constitutes a Change of Control (as defined in the Securities Purchase Agreement) and as of the applicable date of redemption such agreement has not been terminated. The Redemption Price and any accrued and unpaid Series B Dividend payable therewith shall be paid in cash unless the Corporation's outstanding shares of Common Stock have a market capitalization in excess of $750 million on the date of the Redemption Notice (as defined

below) without giving effect to such redemption, in which case the Redemption Price may be paid either in cash or, at the Corporation's option, a combination of cash and shares of Common Stock ("Combination Settlement"); provided that the number of shares of Common Stock to be delivered in case of a Combination Settlement shall equal the portion of the Redemption Price and any accrued and unpaid Series B Dividend payable therewith (which may be up to all of the Redemption Price and any accrued and unpaid Series B Dividend payable therewith, but in any event may not, (i) exceed the Maximum Percentage (as defined below) and (ii) unless and until the Stockholder Approval has been obtained, exceed the maximum number of shares of Common Stock that can then be issued without exceeding the Share Cap or cause any holder of Series B Convertible Preferred Stock to exceed clause (b) of the Beneficial Ownership Limitation (in which case the excess of the Redemption Price over the Beneficial Ownership Limitation plus any accrued and unpaid Series B Dividend must be paid in cash)) elected by the Corporation to be delivered in shares of Common Stock dividend by 95% of the volume-weighted average closing sale price per share of Common Stock on the principal national securities exchange on which the Common Stock is listed, for the thirty (30) consecutive trading days ending on, and including, the second trading day prior to the applicable Redemption Date. The Corporation may exercise its redemption option under this Section 7.5 by delivery of written notice to the holders of shares of the Series B Convertible Preferred Stock (the "Redemption Notice"). Such redemption shall be completed on a date specified in the Redemption Notice, which shall be not less than five (5) Business Days (or, in the case of a Combination Settlement, not less than fifteen (15) Business Days) and not more than thirty (30) Business Days following the date of the Redemption Notice (the "Redemption Date") and may be, at the Corporation's discretion, be subject to one or more conditions precedent. If the Corporation redeems only a portion of the then outstanding shares of Series B Convertible Preferred Stock, the shares of Series B Convertible Preferred Stock subject to such redemption shall be allocated pro rata among the holders of the outstanding shares of Series B Convertible Preferred Stock.

7.6 Limitations on Conversion or Redemption.

(i) Notwithstanding anything in this Certificate of Designation to the contrary, the holders shall not have the right to acquire shares of Common Stock pursuant to a redemption or conversion of the Series B Convertible Preferred Stock, and the Corporation shall not issue shares of Common Stock pursuant to a redemption or conversion of the Series B Convertible Preferred Stock, in each case until following the first meeting of stockholders of the Corporation at which a vote is held on a proposal with respect to the Stockholder Approval. Notwithstanding anything in this Certificate of Designations to the contrary, unless and until the Stockholder Approval is obtained, the holders shall not have the right to acquire shares of Common Stock pursuant to a redemption or conversion of the Series B Convertible Preferred Stock, and the Corporation shall not issue shares of Common Stock pursuant to a redemption or conversion of the Series B Convertible Preferred Stock, which shares of Common Stock would exceed the Share Cap or that would cause a holder to exceed clause (b) of the definition of Beneficial Ownership Limitation.

(ii) Notwithstanding anything to the contrary contained herein (including Section 7.6(i)), no holder shall be permitted to convert its shares of Series B Convertible Preferred Stock into Common Stock (and the Corporation shall not effect any such conversion) nor may the Corporation redeem such shares of Series B Convertible Preferred Stock for Common Stock to the extent that after giving effect to such conversion or redemption, the holder (together with any other Person whose beneficial ownership of Common Stock would be aggregated with the holder for purposes of Section 13(d) or Section 16 of the Exchange Act and the applicable regulations of the Commission thereunder, including any "group" of which any holder is or may be deemed a member (collectively, the "Attribution Parties")) would beneficially own in excess of 9.99% (the "Maximum Percentage") of the number of shares of Common Stock outstanding immediately after giving effect to such conversion or redemption. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such holder and its Attribution Parties shall include the number of shares of Common Stock issuable upon the conversion or redemption of the shares of Series B Convertible Preferred Stock with respect to which the determination of such sentence is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (A) conversion or redemption of the unconverted or unredeemed, remaining Series B Convertible Preferred Stock beneficially owned by the holder and its Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 7.6(ii) beneficially owned by the holder and its Attribution Parties, including for the avoidance of doubt, the Warrants held by such holder and its Attribution Parties. In the event that the issuance of shares of Common Stock to the holder upon conversion or redemption of any or all of the holders shares of Series B Convertible Preferred Stock results in the holder and its Attribution Parties being deemed to beneficially own, in the aggregate, more than the Maximum Percentage (as determined under Section 13(d) of the Exchange Act), the number of shares so issued by which the holder's and its Attribution Parties' aggregate beneficial ownership exceeds the applicable Maximum Percentage (the "Excess Shares") shall be deemed null and void and shall be cancelled ab initio, and the holder shall not have the power to vote or to transfer such Excess Shares. Upon delivery of a written notice to the Corporation by any holder, the Maximum Percentage may be increased or decreased with respect to such holder to any other percentage as specified in such notice; provided, that the Maximum Percentage shall be at all times subject to the applicable Beneficial Ownership Limitations; and provided, further, that (i) any such increase or decrease in the Maximum Percentage will not be effective until the 75th day after such notice is delivered to the Corporation and (ii) any such increase or decrease will apply only to the holder and its Attribution Parties requesting such increase or decrease and not to any other holder of Series B Convertible Preferred Stock. For purposes of clarity, the shares of Common Stock issuable pursuant to the terms of the Series B Convertible Preferred Stock in excess of the Maximum Percentage shall not be deemed to be beneficially owned by any Attribution Party for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act. No prior inability to convert or redeem the Series B Convertible Preferred Stock pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of conversion or redemption.

(iii) For purposes of Section 7.6(ii), in determining the number of outstanding shares of Common Stock, the applicable holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Corporation's most recent periodic or annual report filed with the Securities and Exchange Commission, as the case may be, (B) a more recent public announcement by the Corporation or (C) a more recent written notice by the Corporation or the

Transfer Agent (as defined below) setting forth the number of shares of Common Stock outstanding (such number of outstanding shares of Common Stock, the "Reported Outstanding Share Number"). Upon the written request of any holder, the Corporation, or the Transfer Agent on behalf of the Corporation, shall, within two (2) trading days, confirm to the holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation, including shares of Series B Convertible Preferred Stock and Warrants, by the holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. If the Corporation receives a Notice of Conversion from a holder at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Corporation shall notify the holder in writing of the number of shares of Common Stock then outstanding and, to the extent that such Notice of Conversion would otherwise cause the holder's beneficial ownership, as determined pursuant to Section 7.6(ii), to exceed the Maximum Percentage, the holder must notify the Corporation of a reduced number of shares of Series B Convertible Preferred Stock to be converted pursuant to such Notice of Conversion (the number of shares by which such purchase is reduced, the "Reduction Shares"); provided, that the Maximum Percentage shall at all times be subject to the applicable Beneficial Ownership Limitations.

For purposes of this Section 7.6, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the holder that the Corporation is not representing to the holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the holder is solely responsible for any schedules required to be filed in accordance therewith. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder and the Corporation shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for conversions or redemptions of the Series B Convertible Preferred Stock that are not in compliance with the Beneficial Ownership Limitation and the Maximum Percentage, it being understood that this in no way limits the Corporation's requirement to enforce any such limitations. The Corporation shall have the sole right to enforce the provisions of Section 7.6(ii) and (iii).

The provisions of this Section 7.6 shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 7.6 to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation or Maximum Percentage herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation or the application of the rules of The Nasdaq Stock Market.

7.7 Effect of Conversion or Redemption. All shares of Series B Convertible Preferred Stock converted or redeemed as provided in this Section 7 shall no longer be deemed outstanding as of the effective time of the applicable conversion or redemption, as the case may be, and all rights with respect to such shares shall immediately cease and terminate as of such time, other than the right of the holder to receive shares of Common Stock and/or cash in exchange therefor. Upon each conversion or redemption, as the case may be, the Corporation shall promptly, but in no event

later than two (2) trading days after the applicable Redemption Date or Conversion Date, instruct the transfer agent for the Common Stock (the "Transfer Agent") to record the issuance of the shares of Common Stock issuable upon such conversion or redemption to the holder in book-entry form pursuant to the Transfer Agent's regular procedures, and, with respect to any portion of the Redemption Price that is paid in cash, then make such cash payment in no event later than two (2) trading days after the date of the Redemption Notice. Such underlying shares of Common Stock shall be deemed to have been issued, and the holder shall be deemed to have become a holder of record of such shares for all purposes, as of the Conversion Date or the Redemption Date, as the case may be.

7.8 Reservation of Stock. The Corporation shall at all times, when any shares of Series B Convertible Preferred Stock are outstanding, reserve and keep available out of its authorized but unissued Capital Stock, solely for the purpose of issuance upon the conversion, or redemption, as the case may be, of the shares of Series B Convertible Preferred Stock, such number of shares of Common Stock issuable upon the conversion of all outstanding shares of Series B Convertible Preferred Stock into the maximum number of shares of Common Stock pursuant to this Section 7. The Corporation shall take all such reasonable actions as may be necessary to assure that all such shares of Common Stock may be so issued without violation of any applicable law or governmental regulation or any requirements of any domestic securities exchange upon which shares of Common Stock may be listed (except for official notice of issuance which shall be immediately delivered by the Corporation upon each such issuance). The shares of Common Stock which may be issued upon the conversion or redemption of the Series B Convertible Preferred Stock will be duly authorized, validly issued, fully paid and non-assessable and will be free of any preemptive rights or any liens.

7.9 No Charge or Payment. The issuance of shares of Common Stock upon conversion or redemption, as the case may be, of shares of Series B Convertible Preferred Stock pursuant to Section 7.1 or Section 7.5 shall be made without payment of additional consideration by, or other charge, cost or tax to, the holder in respect thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Section 8. Transfer; Registration

8.1 Restrictive Legend. The shares of Series B Convertible Preferred Stock (unless and until registered under the Securities Act of 1933, as amended (the "Securities Act") or transferred pursuant to Rule 144 promulgated under the Securities Act, or any successor rule or regulation hereafter adopted by the Securities and Exchange Commission, as such rule may be amended from time to time ("Rule 144")), will be stamped or imprinted with a legend in substantially the following form:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT UNDER ANY CIRCUMSTANCES BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY OTHER APPLICABLE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE SECURITIES LAWS.

8.2 Transferability. Subject to the provisions of Section 8.1, any holder of Series B Convertible Preferred Stock may sell, assign, transfer, pledge or dispose of all or any portion of such holder's shares of Series B Convertible Preferred Stock at any time or from time to time; provided, that prior to the Specified Date, following any such transfer, unless the Corporation consents (such consent not to be unreasonably withheld or delayed), Corre Partners Management, L.L.C. (with its affiliates) and Legion Partners Asset Management (with its affiliates) each continue to hold a majority of the outstanding shares of Class B Convertible Preferred Stock issued to such respective Persons under the Securities Purchase Agreement (and not previously redeemed), and such Persons collectively continue to hold of a majority of the shares of Class B Convertible Preferred Stock then outstanding.

8.3 Register. The Corporation shall keep at its principal office a register for the registration of Series B Convertible Preferred Stock. Upon the surrender of any certificate representing Series B Convertible Preferred Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of Series B Convertible Preferred Stock represented by the surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of Series B Convertible Preferred Stock as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate, and dividends shall accrue on the Series B Convertible Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such Series B Convertible Preferred Stock represented by the surrendered certificate.

Section 9. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (an affidavit of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing shares of Series B Convertible Preferred Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation, or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate, and dividends shall accrue on the Series B Convertible Preferred Stock represented by such new certificate from the date to which dividends have been fully paid on such lost, stolen, destroyed or mutilated certificate.

Section 10. Definitions.

As used in this Certificate of Designation:

"Additional Appraiser" has the meaning set forth in Section 4.3.

"Affiliate" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or under common control with such Person; for purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Appraiser" means any Initial Appraiser or Additional Appraiser.

"Beneficial Ownership Limitation" means any of, as applicable, (a) 25% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of the shares of Series B Convertible Preferred Stock elected for conversion, or (b) prior to receipt of the Stockholder Approval, either of (i) 19.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of the shares of Series B Convertible Preferred Stock elected for conversion or (ii) shares of Capital Stock representing 19.99% of the aggregate voting power of all the Corporation's Voting Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon conversion of the shares of Series B Convertible Preferred Stock elected for conversion.

"Board of Directors" means the board of directors (including any authorized committee thereof) of the Corporation.

"Business Day" means any day excluding Saturday, Sunday or any day which is a legal holiday under the laws of the State of New York or on which banking institutions are authorized or required by law or other governmental action to close.

"Capital Stock" means, with respect to any Person, (i) any capital stock of such Person, (ii) any security convertible, with or without consideration, into any capital stock of such Person, (iii) any other shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) the capital stock of such Person and (iv) any other equity interest in, or right to vote generally in elections of directors or the comparable governing body of, such Person.

"Common Stock" means, collectively, the Corporation's Common Stock and any Capital Stock of any class of the Corporation hereafter authorized which is not limited to a fixed sum or percentage of par or stated value in respect to the rights of the holders thereof to participate in dividends or in the distribution of assets upon any liquidation, dissolution or winding up of the Corporation.

"Consolidated Net Leverage Ratio" means, as of any date, the "Consolidated Net Leverage Ratio," as defined in the Credit Agreement, for the most recently completed four fiscal quarters of the Corporation as of such date.

"Conversion Price" means the greater of (i) $1.00 and (ii) the volume-weighted average closing sale price per share of Common Stock on the principal national securities exchange on which the Common Stock is listed, for the thirty (30) trading days ending on, and including, the second trading day prior to the applicable Conversion Date multiplied, in the case of a conversion pursuant to Section 7.1(i)(a), by 0.90; provided that under no circumstances may the aggregate amount of Common Stock issued upon conversion of all Series B Convertible Preferred Stock exceed 40,000,000 shares unless the Corporation's Restated Certificate of Incorporation is amended to increase the authorized number of shares of Common Stock.

"Conversion Rate" means, for each share of Series B Convertible Preferred Stock, the quotient of (i) (x) the Liquidation Preference of such share plus any Series B Dividend that is accrued with respect to such share but unpaid at the Conversion Date (y) minus, in the case of a conversion pursuant to Section 7, the 35% of the aggregate amount of any Dividend Withholding Taxes (as defined in the Securities Purchase Agreement) that the Company has paid prior to the Conversion Date, or will pay or otherwise be required to deduct and withhold in connection with any conversion of the Series B Convertible Preferred Stock (it being understood that the Corporation shall be responsible for paying 65% of any Dividend Withholding Taxes on such share pursuant to Section 5.09(a) of the Securities Purchase Agreement) divided by (ii) the then-applicable Conversion Price.

"Credit Agreement" means the Amended and Restated Credit Agreement, dated as of September 30, 2016, as amended, modified and supplemented through December 5, 2019, by and among the Corporation, the lenders from time to time party thereto and SunTrust Bank, as administrative agent.

"DGCL" has the meaning set forth in the preamble.

"Dividend Payment Date" has the meaning set forth in Section 3.1.

"Dividend Period" has the meaning set forth in Section 3.1.

"holder" of Series B Convertible Preferred Stock means a Person in whose name the shares of the Series B Convertible Preferred Stock are registered, which Person shall be treated by the Corporation, and any transfer agent, registrar, paying agent and conversion agent of the Corporation, as the absolute owner of the shares of Series B Convertible Preferred Stock for the purpose of making payment and settling conversions and for all other purposes; provided that, to the fullest extent permitted by law, no Person that has received shares of Series B Convertible Preferred Stock in violation of the Securities Purchase Agreement or this Certificate of Designation shall be a holder, and any such transfer agent, registrar, paying agent and conversion agent, as applicable, shall not, unless directed otherwise by the Corporation, recognize any such Person as a holder and the Person in whose name the shares of the Series B Convertible Preferred Stock were registered immediately prior to such transfer shall remain the holder of such shares.

"Indebtedness" has the meaning given to such term in the Credit Agreement.

"Initial Appraisers" has the meaning set forth in Section 4.3.

"Issuance Date" means December 11, 2019.

"Junior Securities" means any Capital Stock of the Corporation, except for the Series B Convertible Preferred Stock or any other class or series of the Corporation's Capital Stock which is senior to or *pari passu* with the Series B Convertible Preferred Stock with respect to preference and priority on dividends or liquidation as permitted by the terms of the Series B Convertible Preferred Stock hereunder.

"Liquidation Preference" means $1,000 per share of Series B Convertible Preferred Stock.

"Parity Securities" means any Capital Stock of the Corporation, the terms of which provide that such class or series ranks on a parity with the Series B Convertible Preferred Stock with respect to preference and priority on dividends or liquidation of the Corporation as permitted by the terms of the Series B Convertible Preferred Stock hereunder.

"Person" means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or governmental entity (or any department, agency or political subdivision thereof).

"Securities Purchase Agreement" shall mean that certain Securities Purchase Agreement, dated as of December 5, 2019, among the Corporation and other parties thereto.

"Senior Securities" means any Capital Stock of the Corporation, the terms of which expressly provide that such class or series ranks senior to the Series B Convertible Preferred Stock with respect to preference and priority on dividends or liquidation of the Corporation as permitted by the terms of the Series B Convertible Preferred Stock hereunder.

"Series B Dividend" has the meaning set forth in Section 3.1.

"Series B Dividend Rate" has the meaning set forth in Section 3.1.

"Share Cap" means a number of shares of Common Stock equal to (a) the product of (i) 0.1999 and (ii) 42,314,888 (subject to proportional adjustment for any stock split, stock dividend or stock combination of the Common Stock occurring after the date of the Securities Purchase Agreement), minus (b) the number of shares of Common Stock issued and issuable under the Warrants and the number of shares of Common Stock previously issued upon conversion or redemption of shares of Series B Convertible Preferred Stock (in each case under this clause (b), subject to proportional adjustment for any stock split, stock dividend or stock combination of the Common Stock occurring after the date of the Securities Purchase Agreement).

"Stockholder Approval" means the approvals by the holders of Common Stock that are required under the listing standards of The Nasdaq Stock Market (and any successor thereto and any other trading market on which the Common Stock is listed), including Nasdaq Stock Market Rule 5635(b) and Rule 5635(d) to approve the issuance of, and the issuance of Common Stock upon conversion or redemption, as the case may be, of shares of the Series B Convertible Preferred Stock of the Corporation and the exercise of the Warrants issued pursuant to that certain Securities Purchase Agreement.

"Subsidiary" means, as to any Person, any corporation or other entity of which: (a) at least a majority of the outstanding equity interest having by the terms thereof ordinary voting power to elect a majority of the board of directors or similar governing body of such corporation or other entity (irrespective of whether or not at the time any equity interest of any other class or classes of

such corporation or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more of its Subsidiaries; (b) such Person or a Subsidiary of such Person is a general partner or, in the case of a limited liability company, the managing member or sole manager thereof; or (c) any corporation or other entity as to which such Person consolidates for accounting purposes; *provided*, however, for the avoidance of doubt that the Wuxi JV (as defined in the Securities Purchase Agreement) shall not be considered a Subsidiary of the Corporation for purposes of this Agreement.

"Voting Stock" means the Common Stock and any other class or series of Capital Stock of the Corporation ordinarily having the power to vote generally for the election of directors of the board of directors of the Corporation or its successor.

"Warrants" means the Common Stock Purchase Warrants of the Corporation issued pursuant to the Securities Purchase Agreement.

Section 11. Amendment and Waiver. Except as set forth herein, no amendment, modification, alteration, repeal or waiver of any provision of this Certificate of Designation shall be binding or effective without the prior written consent of the holders of a majority of the Series B Convertible Preferred Stock outstanding at the time such action is taken; provided that no amendment, modification, alteration, repeal or waiver of the terms or relative priorities of the Series B Convertible Preferred Stock may be accomplished by the merger, consolidation or other transaction of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of a majority of the Series B Convertible Preferred Stock then outstanding.

Section 12. Notices. Except as otherwise expressly provided hereunder, all notices referred to herein shall be in writing and all notices hereunder shall be deemed to have been given upon the earlier of receipt thereof or three (3) Business Days after the mailing thereof if sent by registered or certified mail with postage prepaid, or by private courier service addressed: (i) if to the Corporation, to its office at NN, Inc., 6210 Ardrey Kell Road, Charlotte, North Carolina 28277 (Attention: General Counsel) (ii) if to any holder, to such holder at the address of such holder as listed in the stock record books of the Corporation or (iii) to such other address as the Corporation or any such holder, as the case may be, shall have designated by notice similarly given.

Section 13. Other Rights. The shares of Series B Convertible Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Corporation's certificate of incorporation or as provided by applicable law and regulation.

Section 14. Severability. Whenever possible, each provision hereof shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions hereof. If a court of competent jurisdiction should determine that a provision hereof would be valid or enforceable if a period of time were extended or shortened or a particular percentage were increased or decreased, then such court may make such change as shall be necessary to render the provision in question effective and valid under applicable law.

Section 15. Headings. The headings of the various sections and subsections hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Section 16. Cancellation of Series B Convertible Preferred Stock. Any share of Series B Convertible Preferred Stock acquired (whether by repurchase, redemption, conversion or otherwise) by the Corporation or any of its Subsidiaries shall immediately upon acquisition of such shares of Series B Convertible Preferred Stock be cancelled and may not be held in treasury or otherwise by the Corporation or any of its Subsidiaries.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designations to be signed and acknowledged by the undersigned this 11th day of December 2019.

NN, INC.

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

Exhibit A

Notice of Conversion

The undersigned holder of Series B Convertible Preferred Stock hereby irrevocably elects to convert the number of shares of Series B Convertible Preferred Stock indicated below pursuant to Section 7 of the Certificate of Designation into shares of Common Stock. Capitalized terms utilized but not defined herein shall have the meaning ascribed to such terms in that certain Certificate of Designation of Series B Convertible Preferred Stock of NN, Inc. dated as of December 11, 2019 (the "***Certificate of Designation***").

Conversion Calculations:

Number of shares of Series B Convertible Preferred Stock owned prior to conversion: [_____]

Number of shares of Series B Convertible Preferred Stock to be converted: [_____]

[HOLDER]

By: _____
Name:
Title:

Date:

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT UNDER ANY CIRCUMSTANCES BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY OTHER APPLICABLE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE SECURITIES LAWS.

COMMON STOCK PURCHASE WARRANT

NN, INC.

Issue Date: December 11, 2019 (the "Issue Date")

THIS COMMON STOCK PURCHASE WARRANT (this "Warrant") certifies that, for value received, [•] or its permitted assigns (the "Holder"), is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the Issue Date and on or prior to the Termination Date (as defined below), but not thereafter, to purchase from NN, Inc., a Delaware corporation (the "Company"), up to 1,500,000 shares (subject to the limitations contained herein, including Section 3(g), and subject to adjustment hereunder, the "Warrant Shares") of the Company's common stock, par value $0.01 per share (the "Common Stock"). The purchase price of one Warrant Share shall be equal to the Exercise Price, as defined in Section 2(b).

As used in this Warrant, (a) an "Affiliate" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or under common control with such Person; for purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise, (b) a "Business Day" means any day excluding Saturday, Sunday or any day which is a legal holiday under the laws of the State of New York or a day on which banking institutions are authorized or required by law or other governmental action to close, (c) "Capital Stock" means, with respect to any Person, (i) any capital stock of such Person, (ii) any security convertible, with or without consideration, into any capital stock of such Person, (iii) any other shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) the capital stock of such Person and (iv) any other equity interest in, or right to vote generally in elections of directors or the comparable governing body of, such Person, (d) "Fair Market Value" of the Common Stock on any date of determination means (i) if the Common Stock is listed for trading on a national securities exchange, the closing sale price per share of the Common Stock on the trading day immediately prior to such date of determination, as reported by the national securities exchange, (ii) if the Common Stock is not listed on a national securities exchange but is listed in the over-the-counter market, the average last quoted sale price for the Common Stock (or, if no sale price is reported, the average of the high bid and low asked price for such date) on the trading day immediately prior to such date of determination, in the over-

the-counter market as reported by OTC Markets Group Inc. or other similar organization, or (iii) in all other cases, in the sole discretion of the Board of Directors, (A) as agreed upon in good faith by the Holder and the Company or (B) as determined by an independent accounting, appraisal or investment banking firm or consultant of nationally recognized standing that is retained at the sole cost and expense of the Company, (e) a "Person" means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization or governmental entity (or any department, agency, or political subdivision thereof), (f) "Stockholder Approval" means the approvals by the holders of Common Stock that are required under the listing standards of The Nasdaq Stock Market (and any successor thereto and any other trading market on which the Common Stock is listed), including Nasdaq Stock Market Rule 5635(b) and Rule 5635(d), to approve the issuance of Common Stock above relevant thresholds included in such rules, upon exercise or conversion of, this Warrant and the Series B Preferred Stock of the Company and the other warrants issued pursuant to that certain Securities Purchase Agreement among the Company and the other parties thereto, dated as of December 5, 2019 (the "Securities Purchase Agreement"), (g) "Voting Stock" means the Common Stock and any other class or series of Capital Stock of the Company ordinarily having the power to vote generally for the election of directors of the board of directors of the Company or its successor, and (h) "Termination Date" shall mean the close of business on December 11, 2026.

Section 1. Vesting; Exercisability. The Holder's right to exercise this Warrant with respect to the Warrant Shares is subject to vesting and limitations on exercisability as follows:

(a) This Warrant and the Holder's rights hereunder with respect to the Warrant Shares (subject to adjustment or otherwise to the restrictions as set forth in this Warrant, including, without limitation, Section 2(d) and Section 3) will vest and become exercisable on the Issue Date; provided, however, that, notwithstanding anything to the contrary in this Warrant, this Warrant may not be exercised until following the first meeting of stockholders of the Company at which a vote is held on a proposal with respect to the Stockholder Approval.

(b) Subject to any adjustment required by Section 3 or elsewhere in this Warrant, notwithstanding anything to the contrary in this Warrant, in no event shall this Warrant be exercisable for more than 1,500,000 Warrant Shares.

(c) The Holder's right to receive the Warrant Shares, and the Company's obligation to issue such Warrant Shares, upon exercise of this Warrant shall be subject to: (i) unless and until the Stockholder Approval is obtained, the limitations in clause (b) of the definition of Beneficial Ownership Limitation and (ii) the limitations set forth in Section 2(d)(ii).

Section 2. Exercise.

(a) Subject to Section 1, exercise of the purchase rights represented by this Warrant with respect to vested Warrant Shares may be made, in whole or in part, at any time or times on or after the Issue Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly completed and executed copy of a notice of exercise substantially in the form attached hereto as Exhibit A (a "Notice of Exercise"). The "Exercise Date" shall be the date on which such delivery shall have

taken place (or be deemed to have taken place) unless a later date is specified in the Notice of Exercise. Within two (2) trading days following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the shares specified in the applicable Notice of Exercise, at its option, (i) by wire transfer or cashier's check drawn on a United States bank, (ii) by cashless exercise as set forth in Section 2(e) or (iii) any combination of cash and cashless exercise as set forth in Section 2(e); provided, however, in the event that the Holder has not delivered such aggregate Exercise Price within two (2) trading days following the date of such exercise as aforesaid, the Company shall not be obligated to deliver such Warrant Shares hereunder until such payment is made. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation promptly after the relevant event shall have occurred. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases and the Holder may request that a new Warrant be issued to it representing the amount of Underlying Shares not purchased and the Company shall promptly comply with such request. The Company shall deliver any objection to any Notice of Exercise within two (2) Business Days of receipt of such notice. **The Holder, by acceptance of this Warrant, acknowledges and agrees that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(b) Exercise Price. The "Exercise Price" per Warrant Share shall be $12.00, subject to any adjustment required by Section 3.

(c) Mechanics of Exercise.

(i) Delivery of Warrant Shares Upon Exercise. Upon each exercise of this Warrant, the Company shall promptly, but in no event later than two (2) trading days after delivery of the applicable Notice of Exercise (subject to delivery by the Holder to the Company of the aggregate Exercise Price payable pursuant to Section 2(b) or pursuant to the cashless exercise provisions of Section 2(e)), instruct the transfer agent for the Common Stock (the "Transfer Agent") to record the issuance of the Warrant Shares purchased hereunder to the Holder in book-entry form pursuant to the Transfer Agent's regular procedures. The Warrant Shares shall be deemed to have been issued, and the Holder shall be deemed to have become a holder of record of such shares for all purposes, as of the Exercise Date with payment to the Company of the Exercise Price having been paid.

(ii) Rescission Rights. If the Company fails to issue or cause to have issued the Warrant Shares pursuant to Section 2(c)(i) or does not issue Warrant Shares as a result of the limitations in Section 1(c) or Section 2(d) within two (2) trading days after delivery of the applicable Notice of Exercise, then the Holder will have the right to rescind such exercise in its sole discretion. The right of rescission of the Holder under this Section 2(c)(ii) is subject to delivery by the Holder of the aggregate Exercise Price payable pursuant to Section 2(b) or Section 2(e).

(iii) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Fair Market Value or round up to the next whole share.

(iv) Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue, transfer, stamp or other tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder. Without limiting the generality of the foregoing, the Company shall pay all fees required for same-day processing of any Notice of Exercise and all other expenses of the Company and its registrar(s) and transfer agent(s) in connection with delivery of the Warrant Shares and replacement warrants.

(v) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

(vi) Sale of Stock by the Holder. Notwithstanding any other provision hereof, if an exercise of any portion of this Warrant is to be made in connection with a public offering of the Common Stock (pursuant to a merger, sale of stock, or otherwise), a Change of Control (as defined in the Securities Purchase Agreement), or in connection with a tender or exchange offer for shares of Common Stock of the Company, such exercise may at the election of the Holder be conditioned upon the consummation of such transaction, in which case such exercise shall not be deemed to be effective until immediately prior to the consummation of such transaction.

(d) Holder's Exercise Limitations.

(i) The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates), would, when aggregated with all other shares of Common Stock beneficially owned by such Holder at such time, beneficially own shares of Common Stock, in excess of the Beneficial Ownership Limitation (as defined below); provided, however, that such exercise restriction shall not apply to any exercise in connection with, and subject to completion of, (x) a public sale of the shares of Common Stock to be issued upon such conversion, if following consummation of such sale such holder will not exceed the Beneficial Ownership Limitation or (y) a bona fide third party tender offer for the shares of Common Stock issuable upon exercise. For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (A) exercise of the remaining, nonexercised portion of this Warrant

beneficially owned by the Holder or any of its Affiliates and (B) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates. To the extent that the limitation contained in this Section 2(d) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation. For purposes of this Section 2(d), in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (x) the Company's most recent periodic or annual report filed with the Securities and Exchange Commission (the "Commission"), as the case may be, (y) a more recent public announcement by the Company or (z) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding (such number of outstanding shares of Common Stock, the "Reported Outstanding Share Number"). Upon the written or oral request of the Holder, the Company, or the Transfer Agent on behalf of the Company, shall within two (2) trading days confirm orally and in writing to the Holder the accuracy of the Reported Outstanding Share Number and, if not accurate, the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. As used in this Warrant, "Beneficial Ownership Limitation" means any of, as applicable, (a) 25% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant, or (b) prior to receipt of the Stockholder Approval, either of (i) 19.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant or (ii) shares of Capital Stock of the Company representing 19.99% of the aggregate voting power of all the Company's Voting Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant.

(ii) Notwithstanding anything to the contrary contained in this Warrant (including Section 2(d)(i)), the Company shall not effect the exercise of any portion of this Warrant, and, no Holder shall have the right to exercise any portion of this Warrant, pursuant to the terms and conditions of this Warrant and any such exercise shall be null and void and treated as if never made, to the extent that after giving effect to such exercise, any Holder (together with any other Person whose beneficial ownership of Common Stock would be aggregated with such Holder's for purposes of Section 13(d) or Section 16 of the Securities Exchange Act of 1934 (the "Exchange Act") and the applicable regulations of the Commission thereunder, including any "group" of which any Holder is or may be deemed a member (collectively, the "Attribution Parties")) would beneficially own in excess of 9.99% (the "Maximum Percentage") of the number of shares of Common Stock outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially

owned by such Holder and its Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which the determination of such sentence is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (A) exercise of the remaining, unexercised portion of this Warrant beneficially owned by the Holder and its Attribution Parties and (B) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including, without limitation, any Series B Preferred Stock) beneficially owned by the Holder or any of its Attribution Parties subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 2(d)(ii). In the event that the issuance of shares of Common Stock to the Holder upon exercise of this Warrant results in the Holder and its Attribution Parties being deemed to beneficially own, in the aggregate, more than the Maximum Percentage (as determined under Section 13(d) of the Exchange Act), the number of shares so issued by which the Holder's and its Attribution Parties' aggregate beneficial ownership exceeds the applicable Maximum Percentage (the "Excess Shares") shall be deemed null and void and shall be cancelled ab initio, and the Holder shall not have the power to vote or to transfer the Excess Shares. As soon as reasonably practicable after the issuance of the Excess Shares has been deemed null and void, the Company shall return to the Holder the Exercise Price paid by the Holder for the Excess Shares. Upon delivery of a written notice to the Company by any Holder, the Maximum Percentage may be increased or decreased with respect to such Holder to any other percentage as specified in such notice; provided, that the Maximum Percentage shall be at all times subject to the applicable Beneficial Ownership Limitations; and provided, further, that (i) any such increase or decrease in the Maximum Percentage will not be effective until the 75th day after such notice is delivered to the Company and (ii) any such increase or decrease will apply only to the Holder and its Attribution Parties requesting such increase or decrease and not to any other Holder of this Warrant. For purposes of clarity, the shares of Common Stock issuable pursuant to the terms of this Warrant in excess of the Maximum Percentage shall not be deemed to be beneficially owned by any Attribution Party for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act. No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability.

(iii) Except as set forth in the exclusions to calculating beneficial ownership in Sections 2(d)(i)(A) and (B) and (ii)(A) and (B), for purposes of this Section 2(d), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation and the Maximum Percentage. The Company shall have the sole right to enforce the provisions of Section 2(d)(i) and 2(d)(ii).

If the Company receives a Notice of Exercise from a Holder at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Company shall (i) notify the Holder in writing of the number of shares of Common Stock then outstanding and, to the extent that such Notice of Exercise would otherwise cause the Holder's beneficial ownership, as determined pursuant to Section 2(d)(ii), to exceed the Maximum Percentage, the Holder must notify the Company of a reduced number of Warrant Shares to be purchased pursuant to such Notice of Exercise (the number of shares by which such purchase is reduced, the "Reduction Shares") and (ii) as soon as reasonably practicable, the Company shall return to the Holder any exercise price paid by the Holder for the Reduction Shares.

The provisions of this Section 2(d) shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(d) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation or Maximum Percentage herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation or the application of the rules of The Nasdaq Stock Market.

(e) In lieu of paying the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or check drawn on a United States bank pursuant to Section 2(a), the Holder may elect to exercise the purchase rights represented by this Warrant by authorizing the Company to withhold and not issue to the Holder, in payment of the Exercise Price thereof, a number of such Warrant Shares equal to (x) the number of Warrant Shares for which the Warrant is being exercised, multiplied by (y) the Exercise Price, and divided by (z) the Fair Market Value on the Exercise Date (any such exercise, a "Cashless Exercise"); and such withheld Warrant Shares shall no longer be issuable under the Warrant, and the Holder shall not have any rights or be entitled to any payment with respect to such withheld Warrant Shares. The Company and Holder agree to treat the Cashless Exercise of this Warrant pursuant to this Section 2(e) as a recapitalization under Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended. In the event of a Change of Control (as defined in the Securities Purchase Agreement) in which the Common Stock is converted into solely the right to receive cash upon closing of such Change of Control, if this Warrant has not previously been exercised in full on an Exercise Date occurring before the third Business Day prior to the consummation of such Change of Control, any unexercised portion of this Warrant shall be deemed exercised in full, without the delivery of a Notice of Exercise, effective immediately prior to the consummation of such Change of Control and the Holder shall be entitled to receive cash in an amount equal to the amount of cash payable in such Change of Control in respect of a number of shares of Common Stock equal to the number of Warrant Shares that would be deliverable upon an exercise of this Warrant in full immediately prior to consummation of such Change of Control pursuant to this Section 2(e) of the unexercised portion of this Warrant, where Fair Market Value of a share of Common Stock in such an exercise is deemed for these purposes to be the cash payable in respect of a share of Common Stock in such Change of Control; provided, that, for the avoidance of doubt, if the cash payable in respect of a share of Common Stock in such Change of Control in which the Common Stock is converted into solely the right to receive cash upon closing of such Change of Control is less than the then-applicable Exercise Price, then upon consummation of such Change of Control the unexercised portion of this Warrant shall be cancelled for no consideration.

Section 3. Certain Adjustments.

(a) Stock Dividends, Subdivision, Combinations and Consolidations. If the Company, at any time while this Warrant is outstanding (in whole or in part): (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock (or other class of Capital Stock of the Company then issuable upon exercise of this Warrant) or any other equity or equity equivalent securities payable in shares of Common Stock (or such other class of Capital Stock) (which, for avoidance of doubt, shall not include any shares of Common Stock (or such other class of Capital Stock) issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock (or other class of Capital Stock of the Company then issuable upon exercise of this Warrant) into a larger number of shares or (iii) combines or consolidates (including, without limitation, by reverse stock split) outstanding shares of Common Stock (or other class of Capital Stock of the Company then issuable upon exercise of this Warrant) into a smaller number of shares, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or consolidation. If the Company, at any time while this Warrant is outstanding (in whole or in part) distributes rights on shares of its Common Stock (or other class of Capital Stock of the Company then issuable upon exercise of this Warrant) in connection with a shareholder rights plan, no adjustment shall be made pursuant to this Section 3 and any such rights shall accompany the Warrant Shares issued pursuant to this Warrant if such shareholder rights plan remains in effect.

(b) Reclassifications, Reorganizations, Consolidations, Mergers and Sales. Other than in a transaction contemplated by the last sentence of Section 2(e), in the event of (i) any capital reorganization of the Company, (ii) any reclassification or recapitalization of the stock of the Company (other than (x) a change in par value or from par value to no par value or from no par value to par value or (y) as a result of a stock dividend, subdivision, combination or consolidation of shares as to which Section 3(a) shall apply), (iii) any consolidation or merger of the Company with or into another Person (where the Company is not the surviving corporation or where there is a change in or distribution with respect to the Common Stock or any other class of Capital Stock then issuable upon exercise of this Warrant), (iv) any sale of all or substantially all of the assets of the Company, or (v) any similar transaction, this Warrant shall remain outstanding and, after such reorganization, reclassification, recapitalization, consolidation, merger, sale or similar transaction, be exercisable for the kind and number of shares of stock or other securities or property ("Alternate Consideration") of the Company or of the successor corporation resulting from such consolidation or sale, or surviving such merger, if any, to which the holder of the number of Warrant Shares underlying this Warrant (at the time of such reorganization, reclassification, recapitalization, consolidation, merger, sale or similar transaction, and subject to the limitations set forth in Section 1 and Section 2) would have been entitled upon such reorganization, reclassification, recapitalization, consolidation, merger, sale or similar transaction. In such event, the aggregate Exercise Price otherwise payable for the shares of Common Stock (or such other class of Capital Stock) issuable upon exercise of this Warrant shall be allocated among the Alternative Consideration receivable as a result of such reorganization, reclassification, recapitalization, consolidation, merger, sale or similar transaction, in proportion to the respective fair market values of such Alternate Consideration. If and to the extent that the holders of Common Stock (or such

other class of Capital Stock) have the right to elect the kind or amount of consideration receivable upon consummation of such reorganization, reclassification, recapitalization, consolidation, merger, sale or similar transaction, then the consideration that the Holder shall be entitled to receive upon exercise shall be specified by the Holder, which specification shall be made by the Holder by the later of (A) ten (10) Business Days after the Holder is provided with a final version of all material information concerning such choice as is provided to the holders of Common Stock (or such other class of Capital Stock), and (B) the last time at which the holders of Common Stock (or such other class of Capital Stock) are permitted to make their specifications known to the Company; provided, however, that if the Holder fails to make any specification within such time period, the Holder's choice shall be deemed to be whatever choice is made by a plurality of all holders of Common Stock (or such other class of Capital Stock) that are not affiliated with the Company (or, in the case of a consolidation, merger, sale or similar transaction, any other party thereto) and affirmatively make an election (or of all such holders if none of them makes an election). From and after any such reorganization, reclassification, recapitalization, consolidation, merger, sale or similar transaction, all references to "Warrant Shares" herein shall be deemed to refer to the Alternate Consideration to which the Holder is entitled pursuant to this Section 3(b). The provisions of this clause shall similarly apply to successive reorganizations, reclassifications, recapitalizations, consolidations, mergers or sales.

(c) Below Market Issuances.

(i) Deemed Issue of Common Stock. Other than Excluded Issuances (as defined below), if the Company at any time after the issuance of the Warrants but prior to the Termination Date shall issue any warrants or other rights or options to subscribe for or purchase Common Stock or Convertible Securities (as defined below) ("Options"), or any securities (directly or indirectly) convertible into or exchangeable for Common Stock, but excluding Options ("Convertible Securities"), or shall fix a record date for the determination of holders of shares of the Common Stock to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability, including payment of any conversion or exercise price, but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Common Stock issued as of the time of such issue of Options or Convertible Securities or, in case such a record date shall have been fixed, as of 5:00 p.m. (New York City time) on such record date and the provisions hereof that are applicable to the issuance of Additional Common Stock shall apply thereto; provided, that Additional Common Stock shall not be deemed to have been issued unless the consideration per share (as determined in accordance with Section 3(d)(ii)) of such Additional Common Stock would be less than the Fair Market Value as of such issue date or record date; provided, further, that, in any such case in which Additional Common Stock is deemed to be issued, no further adjustments in the Exercise Price shall be made upon the subsequent issue of Convertible Securities or Common Stock upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(ii) If the terms of any Option or Convertible Security, the issuance of which resulted in an adjustment to the Exercise Price pursuant to the terms of this Section 3(c), are revised (either automatically, pursuant to the provisions contained therein, or as a result of an amendment to such terms) to provide for either any increase or decrease in (i) the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (ii) the consideration payable to the Company upon such exercise, conversion or exchange, then, effective upon such increase or decrease becoming effective, the Exercise Price computed after giving effect to the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to the Exercise Price as would have been obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security and calculated in accordance with this Section 3(c).

(iii) If the terms of any Option or Convertible Security, the issuance of which did not result in an adjustment to the Exercise Price pursuant to the terms of this Section 3(c) (either because the consideration per Additional Common Stock subject thereto was equal to or greater than the Fair Market Value, or because such Option or Convertible Security was issued before the date hereof), are revised after the date hereof (either automatically, pursuant to the provisions contained therein, or as a result of an amendment to such terms) to provide for either any increase or decrease in (i) the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (ii) the consideration payable to the Company upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended, and the Additional Common Stock subject thereto shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(iv) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Exercise Price pursuant to the terms of this Section 3(c), the Exercise Price shall be readjusted to such Exercise Price as would have been obtained had such Option or Convertible Security never been issued.

(v) Other than Excluded Issuances, in the event the Company shall at any time after the date hereof issue or sell additional Common Stock ("Additional Common Stock"), including Additional Common Stock deemed to be issued pursuant to Section 3(c)(i), for consideration per share of Common Stock less than the Fair Market Value and less than the Exercise Price, then the Exercise Price shall be reduced, concurrently with such issue, to a price equal to the Exercise Price in effect immediately prior to such issue of Additional Common Stock multiplied by a fraction of which (A) the numerator shall be the number of shares of Common Stock outstanding immediately before such event, plus the number of shares of Common Stock which the aggregate consideration expected to be received by the Company (as reasonably determined in good faith by the Company) would purchase at the Fair Market Value and of which (B) the denominator shall be the number of shares of Common Stock outstanding immediately before such event, plus the number of such shares of Additional Common Stock issued in such transaction (including, in the case of (A) and (B), any shares issuable upon exercise of Options or conversion of Convertible Securities).

(vi) Notwithstanding the foregoing, no adjustment to the Exercise Price will be made under this Section 3(c) in respect of the issuance of: (A) shares of Common Stock (including restricted stock) or Options or other equity awards to purchase Common Stock to directors, officers or employees of the Company in their capacity as such pursuant to a duly authorized Company

equity incentive plan; (B) shares of Common Stock issued upon the conversion or exercise of any Options or Convertible Securities (other than Options or other equity awards to purchase Common Stock issued pursuant to a duly authorized Company equity incentive plan covered by clause (A) above) issued prior to the date hereof, or upon exercise or conversion of securities or rights issued pursuant to a Distribution pursuant to Section 3(e); (C) shares of Common Stock or any Options or Convertible Securities issued in connection with an acquisition, merger or other business combination; (D) the Warrant Shares and shares of Common Stock issuable pursuant other warrants issued on the Issue Date or issued pursuant to the terms of the Company's Series B Preferred Stock; and (E) the issuance of securities in a transaction described in Section 3(a) or Section 3(b) or a Distribution pursuant to Section 3(e) (collectively, "Excluded Issuances").

(vii) Notwithstanding anything to the contrary in this Warrant, prior to receipt of the Stockholder Approval, in no event shall the Exercise Price be adjusted pursuant to Section 3(c) to a price that is less than the lower of: (i) the closing price of the Common Stock (as reflected on Nasdaq.com) immediately preceding the signing of the Securities Purchase Agreement, or (ii) the average closing price of the Common Stock (as reflected on Nasdaq.com) for the five trading days immediately preceding the signing of the Securities Purchase Agreement, in each case as proportionally adjusted for any stock split, stock dividend or stock combination of the Common Stock occurring after the date of the signing of the Securities Purchase Agreement.

(d) For the purposes of Section 3(c), the consideration received by the Company for the issue of any Additional Common Stock shall be computed as follows:

(i) Cash and Property. Such consideration shall: (A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Company, excluding amounts paid or payable for accrued interest; (B) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined reasonably in good faith by the Board of Directors, and (C) in the event Additional Common Stock is issued together with other interests or securities or other assets of the Company for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board of Directors.

(ii) Options and Convertible Securities. The consideration per share received by the Company for Additional Common Stock deemed to have been issued pursuant to Section 3(c)(i), relating to Options and Convertible Securities, shall be determined by dividing: (A) the total amount, if any, received or receivable by the Company as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Company upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by (B) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(iii) In the event the Company shall issue on more than one date Additional Common Stock that is a part of one transaction or a series of related transactions and that would result in an adjustment to the Exercise Price pursuant to the terms of Section 3(c), then, upon such final issuance, the Exercise Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without additional giving effect to any adjustments as a result of any subsequent issuances within such period).

(e) Other Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) other than any dividend or distribution referred to in Section 3(a) or Section 3(b) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation and the Maximum Percentage, as applicable) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation or the Maximum Percentage, as applicable, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation or Maximum Percentage, as applicable). To the extent that this Warrant has not been partially or completely exercised at the time of such Distribution, such portion of the Distribution shall be held in abeyance for the benefit of the Holder until the Holder has exercised this Warrant.

(f) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock (or such other Company security as is then issuable upon exercise of this Warrant) deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (or such other Company security) (excluding treasury shares, if any) issued and outstanding on such date.

(g) Notice to Holder.

(i) Adjustment to Terms of Warrant. Whenever any of the terms of this Warrant are adjusted pursuant to any provision of this Section 3 or any other applicable provision hereof, the Company shall promptly send to the Holder a notice signed by a duly authorized officer of the Company and setting forth (x) the Exercise Price, number of Warrant Shares and, if applicable, the kind and amount of Alternate Consideration purchasable hereunder after such adjustment and (y) the facts requiring such adjustment in reasonable detail.

(ii) Notice to Allow Exercise by Holder. If, during the period in which this Warrant is outstanding, (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non -public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant and Warrant Shares.

(a) Restrictive Legend. Until such time as no longer required by applicable securities laws, the Warrant Shares (unless and until registered under the Securities Act of 1933, as amended (the "Securities Act") or transferred pursuant to Rule 144 promulgated under the Securities Act, or any successor rule or regulation hereafter adopted by the Commission, as such rule may be amended from time to time ("Rule 144")) will be stamped or imprinted with a legend in substantially the following form:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT UNDER ANY CIRCUMSTANCES BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY OTHER APPLICABLE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE SECURITIES LAWS.

(b) Transferability. Subject to the provisions of Section 4(a), the Holder may sell, assign, transfer, pledge or dispose of all or any portion of this Warrant at any time or from time to time. In connection with any transfer of all or any portion of this Warrant, the Holder must provide an assignment form substantially in the form attached hereto as Exhibit B duly completed and executed by the Holder or any such subsequent Holder, as applicable, and the proposed transferee must consent in writing to be bound by the terms and conditions of this Warrant. Any transfer of all or any portion of this Warrant shall also be subject to the Securities Act and other applicable federal or state securities or blue sky laws. Upon any transfer of this Warrant in full, the Holder shall be required to physically surrender this Warrant to the Company within three (3) trading days of the date the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued. This Warrant or any portion thereof shall not be sold, assigned, transferred, pledged or disposed of in violation of the Securities Act, federal or state securities laws or the Company's certificate of incorporation.

(c) Warrant Register. The Company shall register this Warrant upon records to be maintained by or on behalf of the Company for that purpose (the "Warrant Register") in the name of the record Holder hereof from time to time. Absent manifest error or actual notice to the contrary, the Company may deem and treat the Holder of this Warrant so registered as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes.

Section 5. Miscellaneous.

(a) No Rights as Stockholder Until Exercise. Except as expressly set forth herein, this Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(c).

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon delivery by the Holder to the Company of (i) notice of the loss, theft, destruction or mutilation of this Warrant and (ii) in the case of loss, theft or destruction, an indemnity agreement in a form and amount reasonably satisfactory to the Company or, in the case of mutilation, surrender of the mutilated Warrant, the Company will make and deliver a new Warrant of like tenor dated as of the Issue Date.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) Authorized Shares. The Company covenants that, during the period this Warrant is exercisable (in whole or in part), it will reserve from its authorized and unissued Common Stock, free from any preemptive rights and free from all taxes, liens and charges, a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall

constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of any national securities exchange upon which the Common Stock is listed or traded and that upon issuance, the Warrant Shares will be listed on any national securities exchange upon which the Common Stock is listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and full payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and non-assessable, not subject to any preemptive rights and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

(e) Replacement of Warrant. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) upon delivery of a customary indemnity agreement reasonably satisfactory to the Company or (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will issue, in lieu thereof, a new Warrant of the same tenor and date.

(f) Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS WARRANT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(g) Nonwaiver. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies.

(h) Notices. All notices referred to herein shall be in writing and, unless otherwise specified herein, all notices hereunder shall be deemed to have been given upon the earlier of receipt thereof or three (3) Business Days after the mailing thereof if sent by registered or certified mail with postage prepaid, or by private courier service addressed: (i) if to the Company, to its office at NN, Inc., 6210 Ardrey Kell Road, Charlotte, North Carolina 28277 (Attention: General Counsel), (ii) if to any Holder, to such Holder at the address of such Holder as listed in the stock record books of the Company or (iii) to such other address as the Company or any such Holder, as the case may be, shall have designated by notice similarly given.

(i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

(j) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(k) Amendment. Subject to the requirements of Section 2(d)(ii), this Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

(l) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(m) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

[Signatures Contained on the Following Page]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the Issue Date.

NN, INC.

By: _____
Name:
Title:

[Signature Page to Warrant]

EXHIBIT A

NOTICE OF EXERCISE

To: NN, INC.

Reference is made to that certain Common Stock Purchase Warrant (the "Warrant") issued by NN, Inc. (the "Company") on December 11, 2019. Capitalized terms used but not otherwise defined herein shall the respective meanings give thereto in the Warrant.

(1) The undersigned Holder of the Warrant hereby elects to exercise the Warrant for _____ Warrant Shares, subject to (check one):

☐ delivery of the aggregate Exercise Price for the Warrant Shares as to which the Warrant is so exercised; or

☐ tender of _____ Warrants pursuant to the cashless exercise provisions of Section 2(e) of the Warrant.

The undersigned Holder hereby instructs the Company to issue the applicable number of Warrant Shares, or the net number of shares of Common Stock issuable upon exercise of the Warrant pursuant to the cashless exercise provisions of Section 2(e) of the Warrant, in the name of the undersigned Holder.

(2) The undersigned Holder hereby represents and warrants to the Company that, as of the date hereof:

a) Experience; Accredited Investor Status. The Holder (i) is an accredited investor as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act, (ii) is capable of evaluating the merits and risks of its investment in the Company, (iii) has the capacity to protect its own interests, and (iv) has the financial ability to bear the economic risk of its investment in the Company.

b) Company Information. The Holder has been provided access to all information regarding the business and financial condition of the Company, its expected plans for future business activities, material contracts, intellectual property, and the merits and risks of its purchase of the Warrant Shares, which it has requested or otherwise needs to evaluate an investment in the Warrant Shares. It has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. It has also had the opportunity to ask questions of, and receive answers from, the Company and its management regarding the terms and conditions of this investment and all such questions have been answered to its satisfaction.

c) Investment. The Holder has not been formed solely for the purpose of making this investment and is acquiring the Warrant Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution of any part thereof. It understands that the Warrant Shares have not

been registered under the Securities Act or applicable state and other securities laws and are being issued by reason of a specific exemption from the registration provisions of the Securities Act and applicable state and other securities laws, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of its representations as expressed herein.

d) Transfer Restrictions. The Holder acknowledges and understands that (i) transfers of the Warrant Shares are subject to transfer restrictions under the federal securities laws and (ii) it may have to bear the economic risk of this investment for an indefinite period of time unless the Warrant Shares are subsequently registered under the Securities Act and applicable state and other securities laws or unless an exemption from such registration is available.

Name of Registered Owner: _____

Signature of Authorized Signatory of Registered Owner: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

EXHIBIT B

ASSIGNMENT FORM

(*To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.*)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Dated: _____ __, _____
Holder's Signature: _____
Holder's Address: _____

Exhibit 10.1

EXECUTION VERSION

SECURITIES PURCHASE AGREEMENT

among

NN, INC.

and

THE PURCHASERS PARTY HERETO

December 5, 2019

TABLE OF CONTENTS

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT**, dated as of December 5, 2019 (this "**Agreement**"), is entered into by and among **NN, INC.**, a Delaware corporation (the "**Company**"), and the purchasers set forth in Schedule A hereto (the "**Purchasers**").

WHEREAS, the Company desires to issue and sell to the Purchasers, and the Purchasers desire to purchase from the Company, the Purchased Securities (as defined below), in accordance with the provisions of this Agreement; and

WHEREAS, in connection with the issuance of the Purchased Securities pursuant to this Agreement, the Company and the Purchasers will enter into a registration rights agreement (the "**Registration Rights Agreement**"), pursuant to which the Company will provide the Purchasers with certain registration rights with respect to the Purchased Preferred Stock and Underlying Shares acquired pursuant hereto.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. As used in this Agreement, the following terms have the meanings indicated:

"**2020 Stockholder Meeting**" has the meaning specified in Section 5.05.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries' controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, for purposes of this Agreement, (a) the Company Entities, on the one hand, and any Purchaser, on the other, shall not be considered Affiliates and (b) any fund or account managed, advised or subadvised, directly or indirectly, by a Purchaser or its Affiliates, shall be considered an Affiliate of such Purchaser. In addition, the Wuxi JV shall not be considered an Affiliate of the Company or any other Company Entity for purposes of this Agreement.

"**Agent**" means J.P. Morgan Securities LLC.

"**Agreement**" has the meaning set forth in the introductory paragraph of this Agreement.

"**Allocated Purchase Price**" means with respect to each Purchaser, the dollar amount set forth opposite such Purchaser's name under the heading "Allocated Purchase Price" on **Schedule A** hereto.

"**Amended and Restated Credit Agreement**" means the amended and restated credit agreement dated as of September 30, 2016 (as amended by the Incremental Amendment to Amended and Restated Credit Agreement, dated as of October 31, 2016, Amendment No. 1 to Amended and Restated Credit Agreement, dated as of April 3, 2017, Amendment No. 2 to Amended and Restated Credit Agreement, dated as of August 15, 2017, Amendment No. 3 to Amended and Restated Credit Agreement, dated as of November 24, 2017 and Amendment No. 4 to Amended and Restated Credit Agreement, dated as of May 7, 2018, Amendment No. 5 to Amended and Restated Credit Agreement, dated as of December 26, 2018, Amendment No. 6 to Amended and Restated Credit Agreement, dated as of March 15, 2019 and Amendment No. 7 to Amended and Restated Credit Agreement, dated June 11, 2019 and as it may be further amended, restated, amended and restated or otherwise modified from time to time), by and among the Company, as the Borrower, SunTrust Bank, as Administrative Agent, Regions Bank, as Syndication Agent and Co-Documentation Agent, and Keybank National Association, as Co-Documentation Agent.

"**Anti-Corruption Laws**" means all laws, rules and regulations of any jurisdiction applicable to the Company or its Subsidiaries from time to time concerning or relating to bribery, money-laundering or corruption.

Any Person shall be deemed to "**beneficially own**", to have "**beneficial ownership**" of, or to be "**beneficially owning**" any securities (which securities shall also be deemed "**beneficially owned**" by such Person) that such Person is deemed to "beneficially own" within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act.

"**Balance Sheet Date**" has the meaning specified in Section 3.05(b).

"**Board of Directors**" means the board of directors of the Company.

"**Business Day**" means any day other than a Saturday, Sunday, any federal legal holiday or day on which banking institutions in the State of New York are authorized or required by Law or other governmental action to close.

"**Certificate of Designation**" has the meaning specified in Section 2.04(d).

"**Change of Control**" shall be deemed to have occurred at such time as any of the following events shall occur:

(a) any "person" or "group", other than the Company, its Subsidiaries or any employee benefits plan of the Company or its Subsidiaries, files, or is required by applicable law to file, a Schedule 13D (or any successor schedule, form or report) pursuant to the Exchange Act, disclosing that such person has become the direct or indirect beneficial owner of shares with a majority of the total voting power of the Company's outstanding Common Stock or the Company becomes otherwise aware that any person or group has become the direct or indirect beneficial owner of shares with a majority of the total voting power of the Company's outstanding Common Stock; unless such beneficial ownership arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation made pursuant to applicable rules and regulations under the Exchange Act;

(b) the Company consolidates with or merges with or into another person (other than a Subsidiary of the Company), or sells, conveys, transfers, leases or otherwise disposes of all or substantially all of the consolidated properties and assets of the Company and its Subsidiaries to any person (other than a Subsidiary of the Company) or any person (other than a Subsidiary of the Company) consolidates with, or merges with or into the Company, provided that none of the circumstances set forth in this clause (b) shall be a Change of Control if persons that beneficially own the Common Stock of the Company immediately prior to the transaction own, directly or indirectly, shares with a majority of the total voting power of all outstanding Common Stock of the surviving or transferee person immediately after the transaction in substantially the same proportion as their ownership of the Company's Common Stock immediately prior to the transaction; or

(c) the Common Stock ceases to be listed or quoted on any of the New York Stock Exchange, New York Stock Exchange American, the NASDAQ Global Select Market or the NASDAQ Global Market or any other national securities exchange regulated under Section 6(a) of the Exchange Act.

"**Closing**" has the meaning specified in Section 2.02.

"**Closing Date**" means the date on which the Closing occurs.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commission**" means the United States Securities and Exchange Commission.

"**Common Stock**" means the common stock, par value $0.01 per share, of the Company.

"**Company**" has the meaning set forth in the introductory paragraph of this Agreement.

"**Company Entities**" means, collectively, the Company and Company's Subsidiaries.

"**Company SEC Documents**" means the Company's forms, registration statements, reports, schedules and statements or other document (including exhibits) filed with, or furnished to, the Commission and publicly available after December 31, 2017 and prior to the date hereof.

"**Consent**" has the meaning specified in Section 3.15.

"**Contract**" means any contract, agreement, indenture, note, bond, mortgage, deed of trust, loan, instrument, lease, license, commitment or other arrangement, understanding, undertaking, commitment or obligation, in each case that is legally binding, whether written or oral.

"**DGCL**" means the Delaware General Corporation Law, as may be amended or revised from time to time.

"**Dividend Withholding Taxes**" means any taxes withheld by the Company under Sections 1441 and 1442 of the Code with respect to dividend income (including deemed dividends under Section 305 of the Code) attributable to the Purchased Preferred Stock. For the avoidance of doubt, Dividend Withholding Taxes shall not include any backup withholding or withholding under Sections 1471 through 1474 of the Code.

"**Environmental Law**" means any and all Federal, state, local and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to water or public wastewater treatment systems, applicable in, or pursuant to the laws of, any jurisdiction.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) under common control with the Company within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"**ERISA Event**" means (a) a Reportable Event with respect to a Pension Plan; (b) the withdrawal of the Company or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which such entity was a "substantial employer" as defined in Section 4001(a)(2) of ERISA or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Company or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate any Pension Plan or the treatment of a Pension Plan amendment, in each case, as a termination under Section 4041 or 4041A of ERISA; (e) the institution by the PBGC of proceedings to terminate a Pension Plan; (f) any event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; or (g) the determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"**Foreign Government Scheme or Arrangement**" has the meaning specified in Section 3.20(e).

"**Foreign Plan**" has the meaning specified in Section 3.20(e).

"**GAAP**" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board.

"**Governmental Authority**" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

"**Indemnified Party**" has the meaning specified in Section 6.02(b).

"**Indemnifying Party**" has the meaning specified in Section 6.02(b).

"**IT Systems**" has the meaning specified in Section 3.31.

"**Law**" means collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"**Lien**" means any mortgage, pledge, lien (statutory or otherwise), security interest, security agreement, or other encumbrance upon or with respect to any property of any kind.

"**Material Adverse Effect**" means (a) a material adverse change in, or a material adverse effect upon the operations, business, properties, assets, or condition (financial or otherwise) of the Company or the Company Entities, taken as a whole; or (b) a material impairment of the ability of the Company Entities, taken as a whole to perform their obligations under the Transaction Documents to which they are party; *provided* however, that a Material Adverse Effect shall not include any material and adverse effect on the foregoing to the extent such material and adverse effect result from, arises out of, or relates to (1) the announcement of the transactions contemplated by this Agreement or the satisfaction of the obligations set forth herein, (2) a general deterioration in the industry in which the Company operates, (3) a general deterioration in the economy, credit or financial or capital markets, in the United States or elsewhere in the world, in which the Company operates, including changes in interest or exchange rates, (4) any change or decline in market price or change in trading volume, of the capital stock of the Company, or (5) the outbreak or escalation of hostilities involving the United States, the declaration by the United States of a national emergency or war or the occurrence of any other calamity or crisis, including acts of terrorism; except, in each case with respect to subclauses (b)(2) or (b)(5), to the extent that such event, change or development disproportionately affects the Company Entities, taken as a whole, relative to other similar situated companies in the industries in which the Company Entities operate.

"**Material Subsidiaries**" means the Subsidiaries of the Company that are "significant subsidiaries" of the Company as defined in Rule 1-02(w) of Regulation S-X under the Exchange Act.

"**Minimum Ownership Requirement**" for any Purchaser means that such Purchaser continues to beneficially own at all times shares of Series B Convertible Preferred Stock with an aggregate liquidation preference of at least $10 million.

"**Multiemployer Plan**" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Company or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

"**Multiple Employer Plan**" means a Plan which has two or more contributing sponsors (including the Company or any ERISA Affiliate) at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"**NASDAQ**" means the NASDAQ Stock Market, Inc.

"**Organizational Documents**" means, (a) (i) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (ii) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (iii) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity, or (b) with respect to entities incorporated in any non-U.S. jurisdiction, equivalent or comparable constitutive documents.

"**Outside Date**" has the meaning specified in Section 7.01(c).

"**PBGC**" means the Pension Benefit Guaranty Corporation.

"**Pension Funding Rules**" means the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) to Pension Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension Act and, thereafter, Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"**Pension Plan**" means any employee pension benefit plan (including a Multiple Employer Plan or a Multiemployer Plan) that is maintained or is contributed to by the Company and any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

"**Person**" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization, government or any agency, instrumentality or political subdivision thereof or any other form of entity.

"**Personal Data**" has the meaning specified in Section 3.31.

"**Plan**" means any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Company or any ERISA Affiliate or any such Plan to which the Company or any ERISA Affiliate is required to contribute on behalf of any of its employees.

"**Proxy Statement**" has the meaning specified in Section 5.05.

"**Purchased Preferred Stock**" means, with respect to each Purchaser, the number of shares of Series B Convertible Preferred Stock as set forth opposite such Purchaser's name on **Schedule A** hereto.

"**Purchased Securities**" means the Purchased Preferred Stock and the Purchased Warrants, collectively.

"**Purchased Warrants**" means, with respect to each Purchaser, the number of Warrants as set forth opposite such Purchaser's name on **Schedule A** hereto.

"**Purchaser Related Parties**" has the meaning specified in Section 6.01.

"**Purchasers**" has the meaning specified in the introductory paragraph of this Agreement.

"**Qualifying Tender/Exchange Offer**" shall have the meaning specified in Section 5.07(d).

"**Qualifying Transaction**" means a Change of Control (a) with regard to which the holder of Series B Convertible Preferred Stock is entitled to receive in respect of its Series B Convertible Preferred Stock, in connection with the consummation of such transaction (without regard to limitations or restrictions on conversion), consideration consisting solely of cash in an amount per outstanding share of Series B Convertible Preferred Stock that is at least equal to: (x) the applicable "Redemption Price" (as defined in the Certificate of Designation) that would be paid to the holder of such share if a redemption of such share of the Series B Convertible Preferred Stock were to occur, as of the date of closing of the Qualifying Transaction; plus (y) any accrued dividends on the Series B Convertible Preferred Stock that have not been paid to the date of such closing; minus (z) the 35% of the aggregate amount of any Dividend Withholding Taxes as of such closing that the Company has paid prior to such closing with respect to such share of Series B Convertible Preferred Stock, or will pay or otherwise be required to deduct and withhold in connection with the payment of the consideration in respect of such share of the Series B Convertible Preferred Stock in the Qualifying Transaction (following repayment of all "Loan Obligations," under the Credit Agreement, it being understood that the requirement to repay the Credit Agreement in no way modifies the requirement for the Redemption Price of the

Series B Convertible Preferred Stock to be paid in full, whether by the Company or a third party, in cash upon consummation of the applicable transaction for the Change of Control to qualify as a Qualifying Transaction) or (b) that is otherwise consented to by (i) the holders of a majority of the outstanding Series B Convertible Preferred Stock and (ii) each Purchaser party to this Agreement so long as such Purchaser continues to satisfy the Minimum Ownership Requirement.

"**Registration Rights Agreement**" means the Registration Rights Agreement, to be entered into at the Closing, between the Company and the Purchasers, substantially in the form attached hereto as **Exhibit A**.

"**Reportable Event**" means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

"**Representatives**" means, with respect to a specified Person, the Purchasers, Affiliates, officers, directors, managers, employees, agents, advisors, counsel, accountants, investment bankers and other representatives of such Person.

"**Sanctioned Country**" means at any time, a country or territory which is itself the subject or target of any Sanctions.

"**Sanction(s)**" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or (b) the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom, the Netherlands or any other European Union member state.

"**Securities Act**" means the Securities Act of 1933, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"**Series B Convertible Preferred Stock**" means the Series B Convertible Preferred Stock having the terms set forth in the Certificate of Designation.

"**Short Sales**" means, all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act and forward sale contracts, options, puts, calls, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements.

"**Stockholder Approval**" has the meaning specified in Section 5.05.

"**Subsidiary**" means, as to any Person, any corporation or other entity of which: (a) at least a majority of the outstanding equity interest having by the terms thereof ordinary voting power to elect a majority of the board of directors or similar governing body of such corporation or other entity (irrespective of whether or not at the time any equity interest of any other class or classes of such corporation or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more of its Subsidiaries; (b) such Person or a Subsidiary of such Person is a general partner or, in the case of a limited liability company, the sole or managing member or manager thereof; or (c) any corporation or other entity as to which such Person consolidates for accounting purposes; *provided*, however, for the avoidance of doubt that the Wuxi JV shall not be considered a Subsidiary for purposes of this Agreement.

"**Tax Return**" means any return, report or similar filing (including the attached schedules) filed or required to be filed with respect to Taxes (and any amendments thereto), including any information return, claim for refund or declaration of estimated Taxes.

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Third-Party Claim**" has the meaning specified in Section 6.03(b).

"**Total Purchase Price**" means the aggregate amount of Allocated Purchase Prices of all of the Purchasers participating in the Closing.

"**Trading Affiliates**" has the meaning set forth in Section 4.07.

"**Transaction Documents**" means, collectively, this Agreement, the Registration Rights Agreement, the Certificate of Designation, Warrants and any and all other agreements or instruments executed and delivered to the Purchasers by the Company hereunder or thereunder, as applicable.

"**Underlying Preferred Shares**" has the meaning set forth in Section 3.02(d).

"**Underlying Shares**" has the meaning set forth in Section 3.02(d).

"**Warrants**" shall mean the warrants, as evidenced by certificates substantially in the form attached as Exhibit C, with such changes thereto as may be consented to by the parties hereto prior to Closing, it being agreed that the parties hereto shall consent to any commercially reasonable changes as may be reasonably required by NASDAQ staff to comply with NASDAQ listing rules.

"**Wuxi JV**" shall mean the Company's 49% investment in the joint venture with Wuxi Weifu Hi-Technology Co., Ltd..

Section 1.02 Accounting Procedures and Interpretation. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all determinations with respect to accounting matters hereunder shall be made, and all financial statements of the Company and certificates and reports as to financial matters required to be furnished to the Purchasers hereunder shall be prepared, in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q promulgated by the Commission) and in compliance as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto.

ARTICLE II
AGREEMENT TO SELL AND PURCHASE

Section 2.01 Sale and Purchase.

(a) Subject to the terms and conditions hereof, at the Closing, each Purchaser hereby agrees to purchase from the Company such number of Purchased Securities as set forth on Schedule A, and each Purchaser agrees to pay the Company its Allocated Purchase Price with respect to such Purchased Securities. Each Purchaser shall be permitted, prior to Closing, to allocate its obligation to purchase Purchased Securities among funds and other accounts managed by or under common management with such Purchaser; provided that, if any such fund or account fails to perform its obligation to purchase the applicable portion of the Purchasers' Purchased Securities, the Purchaser shall purchase such Purchased Securities.

(b) Subject to the terms and conditions hereof, at the Closing, the Company hereby agrees to issue and sell to each Purchaser the Purchased Securities.

Section 2.02 Closing. Subject to the satisfaction or waiver of the conditions precedent set forth in Section 2.03, Section 2.04 and Section 2.05 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time), the consummation of the purchase and sale of the Purchased Securities hereunder (the "**Closing**") shall take place at 9:00 a.m. Eastern Time on December 10, 2019, at the offices of Simpson Thacher & Bartlett LLP located at 425 Lexington Avenue, New York, New York 10017, or at such other place, time or date as may be mutually agreed upon in writing by the Company and the Purchasers.

Section 2.03 Mutual Conditions. The respective obligations of each party to consummate the purchase and sale of the Purchased Securities at the Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by a party on behalf of itself in writing, in whole or in part, to the extent permitted by applicable Law):

(a) no statute, rule, order, decree or regulation shall have been enacted or promulgated, and no action shall have been taken, by any Governmental Authority which temporarily, preliminarily or permanently restrains, precludes, enjoins or otherwise prohibits the consummation of the transactions contemplated hereby or makes the transactions contemplated hereby illegal; and

(b) there shall not be pending any suit, action or proceeding by any Governmental Authority seeking to restrain, preclude, enjoin or prohibit the transactions contemplated by this Agreement.

Section 2.04 Conditions to Each Purchaser's Obligations. The obligation of a Purchaser to consummate its purchase of Purchased Securities shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by the applicable Purchaser with respect to itself in writing, in whole or in part, to the extent permitted by applicable Law):

(a) the representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects (other than those representations and warranties contained in Section 3.01, Section 3.02, Section 3.04, Section 3.09. Section 3.10, Section 3.13(a)(i) and (b)(i), Section 3.14, Section 3.16, Section 3.17, Section 3.26 or Section 3.32 or other representations and warranties that are qualified by materiality or Material Adverse Effect, which, in each case, shall be true and correct in all respects) when made and as of the Closing Date (except that representations and warranties made as of a specific date shall be required to be true and correct as of such date only);

(b) the Company shall have performed and complied in all material respects with all of the covenants and agreements contained in this Agreement that are required to be performed or complied with by it on or prior to the Closing Date;

(c) the Company shall have filed with NASDAQ a "Notification Form: Listing of Additional Shares" and supporting documentation, if required, related to the Underlying Shares and NASDAQ shall have not raised any objection with respect thereto that has not been withdrawn;

(d) the Company shall have duly adopted and filed with the Secretary of State of the State of Delaware the Certificate of Designation in substantially the form attached hereto as **Exhibit B**, with such changes thereto as may be consented to by the parties hereto prior to the Closing, it being agreed that the parties hereto shall consent to any commercially reasonable changes as may be reasonably required by NASDAQ staff to comply with NASDAQ listing rules (the "**Certificate of Designation**") and such filing shall have been accepted and the Certificate of Designation shall be effective;

(e) since the date of this Agreement, no downgrading shall have occurred in the rating accorded the Company's Indebtedness (as defined in the Amended and Restated Credit Agreement) by any "nationally recognized statistical rating organization", as that term is defined in Section 3(a)(62) under the Exchange Act;

(f) no notice of delisting from NASDAQ shall have been received by the Company with respect to the Common Stock; and

(g) the Company shall have delivered, or caused to be delivered, to the Purchaser the Company's closing deliveries described in Section 2.06(a), as applicable.

Section 2.05 Conditions to the Company's Obligations. The obligation of the Company to consummate the sale and issuance of the Purchased Securities to each Purchaser shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by the Company in writing, in whole or in part, to the extent permitted by applicable Law):

(a) the representations and warranties of such Purchaser contained in this Agreement shall be true and correct in all material respects (other than those representations and warranties that are qualified by materiality, which, in each case, shall be true and correct in all respects) when made and as of the Closing Date (except that representations and warranties made as of a specific date or for a specific period shall be required to be true and correct as of such date or for such specific period only);

(b) such Purchaser shall have performed and complied in all material respects with all of the covenants and agreements contained in this Agreement that are required to be performed or complied with by it on or prior to the Closing Date; and

(c) such Purchaser shall have delivered, or caused to be delivered, to the Company the Purchaser's closing deliveries described in Section 2.06(b), as applicable.

Section 2.06 Deliveries at the Closing.

(a) Deliveries of the Company. At the Closing, the Company shall deliver, or cause to be delivered, to the Purchasers:

(i) A duly executed warrant for each Purchaser providing for the purchase by such Purchaser of the number of shares of Common Stock set forth opposite such Purchasers name on Schedule A shall have been delivered to each such Purchaser free and clear of any Liens, other than transfer restrictions under this Agreement and applicable federal and state securities Laws and those created by the Purchasers;

(ii) A counterpart of the Registration Rights Agreement, which shall have been duly executed by the Company;

(iii) A fully executed "Supplemental Listing Application" approving the Underlying Shares for listing by NASDAQ;

(iv) Evidence of issuance of the Purchased Preferred Stock credited to book-entry accounts maintained by the transfer agent of the Company, bearing a restrictive notation meeting the requirements of the Securities Act, free and clear of any Liens, other than transfer restrictions under this Agreement and applicable federal and state securities Laws and those created by the Purchasers;

(v) A certificate of the Secretary of the Company, on behalf of the Company, dated the Closing Date, certifying as to and attaching (A) the certificate of incorporation of the Company, (B) the bylaws of the Company and (C) board resolutions authorizing the execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby, including the issuance of the Purchased Securities;

(vi) A certificate of the Secretary of State of Delaware dated as of a recent date, to the effect that the Company is in good standing in its jurisdiction of formation;

(vii) A certificate of the Chief Financial Officer of the Company, on behalf of the Company, dated the Closing Date, certifying, in their applicable capacities, to the effect that the conditions set forth in Section 2.04(a) and Section 2.04(b) have been satisfied;

(viii) A cross-receipt executed by the Company and delivered to the Purchasers certifying as to the amounts that it has received from the Purchasers;

(ix) An opinion of Simpson Thacher & Bartlett LLP, counsel to the Company, that includes paragraphs substantially in the form of **Exhibit E**, subject to customary assumptions, limitations and qualifications; and

(x) Such other documents relating to the transactions contemplated by this Agreement as the Purchasers or their respective counsel may reasonably request.

(b) Deliveries of Each Purchaser. At the Closing, each Purchaser shall deliver or cause to be delivered to the Company:

(i) A counterpart of the Registration Rights Agreement, which shall have been duly executed by such Purchaser;

(ii) A cross-receipt executed by such Purchaser and delivered to the Company certifying that it has received from the Company the number of Purchased Securities to be received by such Purchaser in connection with the Closing;

(iii) Payment of such Purchaser's Allocated Purchase Price payable by wire transfer of immediately available funds to an account designated in advance of the Closing Date by the Company;

(iv) A properly executed Internal Revenue Service Form W-9 from such Purchaser;

(v) A certificate of an duly appointed officer of such Purchaser, on behalf of such Purchaser, dated the Closing Date, certifying, in their applicable capacities, to the effect that the conditions set forth in Section 2.05(a) and Section 2.05(b) have been satisfied; and

(vi) Such other documents relating to the transactions contemplated by this Agreement as the Company or its counsel may reasonably request.

Section 2.07 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under any Transaction Document. The failure of any Purchaser to perform, or waiver by the Company of such performance, under any Transaction Document shall not excuse performance by any other Purchaser or the Company, and the waiver by any Purchaser of performance of the Company under any Transaction Document shall not excuse performance by the Company with respect to any other Purchaser. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Further, nothing herein (including the

requirements of Section 5.05 and Section 5.06) shall be deemed to form a group (as defined in Rule 13d-5 of the Exchange Act) as between the Corre related purchasers on the one hand and the Legion related purchasers on the other hand. Each Purchaser shall be entitled to independently protect and enforce its rights, including the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

Section 2.08 Further Assurances. From time to time after the date hereof, without further consideration, the Company shall use its commercially reasonable efforts to take, or cause to be taken, all actions necessary or appropriate to consummate the transactions contemplated by this Agreement.

ARTICLE III
REPRESENTATIONS AND WARRANTIES RELATED TO THE COMPANY

The Company represents and warrants to and covenants with the Purchasers as of the date hereof and the Closing Date as follows:

Section 3.01 Existence, Qualification and Power. Each of the Company Entities (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b)(1) has all requisite power and authority and (2) all requisite governmental licenses, authorizations, consents and approvals to in the case of each of clause (b)(1) and (2), (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under this Agreement to which it is a party, and (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license; except in the case of clause (b)(2) and clause (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

Section 3.02 Capitalization and Valid Issuance of Securities.

(a) As of December 2, 2019, (i) the authorized capital stock of the Company is 95,000,000 shares, of which 90,000,000 shares, par value $0.01 per share, are designated as common shares and of which 5,000,000 shares, par value $0.01 per share, are designated as preferred shares (of which only 200,000 shares have been designated as Series A Junior Participating Preferred Shares and no other preferred shares have been designated or issued); (ii) the number of shares of capital stock issued and outstanding is 42,314,888 shares of voting common stock; (iii) no shares of Series A Junior Participating Preferred Shares are outstanding; (iv) the number of shares of capital stock issuable pursuant to the Company's stock plans (including the 2019 Omnibus Incentive Plan) is 3,594,926; and (v) the number of shares of capital stock issuable and reserved for issuance pursuant to securities exercisable for, or convertible into or exchangeable for any shares of capital stock of the Company is 1,084,380. All of the issued and outstanding shares of the Company's capital stock have been duly authorized and validly issued and are fully paid and nonassessable and were issued in compliance with applicable state and federal securities laws and any rights of third parties or in violation of pre-emptive or similar rights.

(b) The Purchased Securities have been, or prior to the Closing will be, duly and validly authorized and, when issued and paid for pursuant to this Agreement, will be validly issued, fully paid and nonassessable, and shall be free and clear of all Liens and restrictions on transfer, except for restrictions on transfer set forth in the Transaction Documents or imposed by applicable securities laws.

(c) No Person is entitled to pre-emptive or similar statutory or contractual rights with respect to any securities of the Company Entities. Other than as contemplated by this Agreement, there are no outstanding warrants, options, convertible securities or other rights, agreements or arrangements of any character under which any Company Entity is or may be obligated to issue any equity securities of any kind, other than options granted under the Company's stock plans (including the 2019 Omnibus Incentive Plan) and prior stock plans. Other than as contemplated by this Agreement, there are no voting agreements, buy-sell agreements, option or right of first purchase agreements or other agreements of any kind among the Company and any of the securityholders of the Company relating to the securities of the Company held by them. Other than the Registration Rights Agreement, no Person has the right to require the Company to register any securities of the Company under the Securities Act, whether on a demand basis or in connection with the registration of securities of the Company for its own account or for the account of any other Person. The issuance and sale of the Purchased Securities hereunder will not obligate the Company to issue Common Stock or other securities to any other Person (other than the Purchasers) and will not result in the adjustment of the exercise, conversion, exchange or reset price of any outstanding security. The Company does not have outstanding stockholder purchase rights or "poison pill" or any similar arrangement in effect giving any Person the right to purchase any equity interest in the Company upon the occurrence of certain events.

(d) All shares of Common Stock issuable upon conversion or redemption of the Series B Convertible Preferred Stock (the "**Underlying Preferred Shares**") and upon exercise of the Warrants (together with the Underlying Preferred Shares, the "**Underlying Shares**") (without regard to any limitations on beneficial ownership) have been duly authorized and reserved pursuant to the Company's Restated Certificate of Incorporation, the Certificate of Designation (with respect to the Series B Convertible Preferred Stock) and the Warrants and, upon issuance and delivery by the Company to such Purchaser in accordance with this Agreement and the terms of the Purchased Securities and upon obtaining Stockholder Approval, will be duly authorized, validly issued, fully paid and non-assessable and will be free of any preemptive rights or any Liens and restrictions on transfer, other than (i) restrictions on transfer under the Certificate of Designation (with respect to the Series B Convertible Preferred Stock), the Warrants or this Agreement and under applicable state and federal securities laws and (ii) such Liens as are created by such Purchaser or its Affiliates.

Section 3.03 Ownership of the Material Subsidiaries. Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), all of the outstanding shares of capital stock or other equity interests of each Material Subsidiary owned directly or indirectly by the Company (a) have been duly authorized and validly issued and are fully paid and nonassessable, and (b) are wholly-owned, directly or indirectly, by the Company, free and clear of all Liens, except for (i) Liens under the Company's existing debt arrangements and for restrictions on transferability in the Organizational Documents of such Material Subsidiary and (ii) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.04 Company SEC Documents. Since October 31, 2018, the Company's forms, registration statements, reports, schedules and statements required to be filed by it under the Exchange Act have been filed with the Commission on a timely basis. The Company SEC Documents, at the time filed (or in the case of registration statements, solely on the dates of effectiveness), except to the extent corrected by a subsequent Company SEC Document, (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made in the case of any such documents other than a registration statement, not misleading and (b) complied as to form in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be.

Section 3.05 Financial Statements.

(a) Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), the historical financial statements (including the related notes and supporting schedule) contained or incorporated by reference in the Company SEC Documents (i) comply as to form in all material respects with the applicable accounting requirements under the Securities Act and the Exchange Act (except that certain supporting schedules are omitted), (ii) fairly present in all material respects the consolidated financial condition of the Company and its Subsidiaries as of the date thereof and the consolidated results of operations, cash flow and stockholder equity for the respective periods (subject, in the case of unaudited quarterly financial statements, to normal year-end adjustments) and (iii) have been prepared in all material respects in accordance with GAAP (except, in the case of unaudited quarterly statements, as permitted by Form 10-Q of the Commission or other rules and regulations of the Commission) consistently applied throughout the periods involved, (except (y) as may be indicated in the notes thereto or (z) as permitted by Regulation S-X).

(b) Neither the Company nor any of its Subsidiaries has any liabilities of any nature (whether accrued, absolute, contingent or otherwise) that would be required under GAAP, as in effect on the date hereof, to be reflected on a consolidated balance sheet of the Company (including the notes thereto) except (i) liabilities reflected or reserved against in the balance sheet (or notes thereto) of the Company and its Subsidiaries as of the date of the most recent balance sheet of the Company audited by the Company's auditors prior to the date hereof (the "**Balance Sheet Date**") including in the Company SEC Documents, (ii) (A) trade payables and accrued expenses and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, in each case, incurred after the Balance Sheet Date, (iii) as contemplated by this Agreement or otherwise incurred in connection with the transactions contemplated hereby, (iv) that have been discharged or paid prior to the date of this Agreement or (v) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.06 Internal Controls. Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), the Company Entities, taken as a whole, maintain a system of internal accounting controls sufficient to provide reasonable assurance that (a) transactions are executed in accordance with management's general or specific authorization, (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets, (c) access to assets is permitted only in accordance with management's general or specific authorization and (d) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), the Company is not aware of (i) any "material weakness" in the Company's internal control over reporting, whether or not subsequently remediated or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Section 3.07 Disclosure Controls and Procedures. Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), (a) to the extent required by Rule 13a-15 under the Exchange Act, each of the Company Entities has established and maintains disclosure controls and procedures (to the extent required by and as such term is defined in Rule 13a-15(e) under the Exchange Act), (b) such disclosure controls and procedures are designed to provide reasonable assurance that that the information required to be disclosed by the Company in the reports to be filed or submitted under the Exchange Act is accumulated and communicated to management of the Company, as appropriate, to allow timely decisions regarding required disclosure to be made and (c) to the extent required by Rule 13a-15 under the Exchange Act, such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established.

Section 3.08 No Material Adverse Change. Since December 31, 2018, except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature) and except for the execution and performance of this Agreement (i) there has been no event or circumstance, either individually or in the aggregate, that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (iii) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Purchased Securities contemplated by this Agreement, no event, liability or development has occurred or exists with respect to any Company Entity or their respective business, properties, operations or financial condition, that would be required to be disclosed by the Company under applicable federal securities laws at the time this representation is made that has not been publicly disclosed.

Section 3.09 No Registration Required. Assuming the accuracy of the representations and warranties of the applicable Purchaser contained in Article IV, the issuance and sale of the Purchased Securities to such Purchaser pursuant to this Agreement is exempt from registration requirements of the Securities Act, and neither the Company nor, to the Company's knowledge, any Person acting on its behalf, has taken nor will take any action hereafter that would cause the loss of such exemption.

Section 3.10 No Restrictions or Registration Rights. There are no restrictions upon the voting or transfer of, any Common Stock arising under the Company's Organizational Documents or the DGCL. Neither the offering nor sale of the Purchased Securities as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Purchased Securities (other than pursuant to the Registration Rights Agreement) or other securities of the Company. The Company has not granted registration rights to any Person other than the Purchasers that would provide such Person priority over the Purchasers' rights with respect to any piggyback registration.

Section 3.11 Litigation. Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), (a) there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Company, threatened, at law, in equity, in arbitration or before any Governmental Authority, by or against any of the Company Entities or against any of their properties, or before or by any self-regulatory organization or other non-government regulatory authority, that (i) purport to affect or pertain to this Agreement or any other Transaction Document, or any of the transactions contemplated hereby or thereby, or (ii) either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect and (b) no labor dispute with the employees of the Company or any Subsidiary exists or, to the Company's knowledge, is threatened, except as would not have a Material Adverse Effect.

Section 3.12 Compliance with Law. Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), the Company and each Subsidiary thereof is in compliance in all material respects with the requirements of all Laws, and any rule or regulation of any self-regulatory organization or other non-governmental regulatory authority (including the rules and regulations of NASDAQ), and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 3.13 No Existing Defaults; No Conflicts.

(a) Neither the Company nor any of its Subsidiaries is (i) in violation of its certificate of incorporation or by-laws, limited liability company agreement or similar organizational documents, as applicable, (ii) in violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its Subsidiaries or any of their respective properties, or (iii) in default (or, with the giving of notice or lapse of time or both, would be in default) under any indenture, mortgage, deed of trust, lease, loan agreement or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the property or assets of the Company or any of its Subsidiaries is subject, except, in the case of clauses (ii) and (iii) above, for any such violation or default that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(b) The issuance and sale by the Company of the Purchased Securities, the execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated thereby by each Company Entity do not and will not (i) contravene the terms of any of such Company Entity's Organizational Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (x) any provision of any security issued by such Company Entity or of any agreement, instrument or other undertaking to which such Company Entity is a party or by which it or any of its property is bound or (y) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Company Entity or its property is subject; or (iii) violate any Law or any rule or regulation of any self-regulatory organization or other non-governmental regulatory authority (including, without limitation, the rules and regulations of NASDAQ), except in the case of clauses (ii) and (iii) for such violations which would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

Section 3.14 Authority; Enforceability.

(a) The execution, delivery and performance by the Company of each the Transaction Documents have been duly authorized by all necessary corporate action. The Company has all requisite power and authority to issue, sell and deliver the Purchased Securities, in accordance with and upon the terms and conditions set forth in this Agreement. On or prior to the Closing Date, all action required to be taken by the Company for the authorization, issuance, sale and delivery of the Purchased Securities, the execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby shall have been validly taken. Except for the Stockholder Approval, no approval from the holders of outstanding Common Stock is required under the Organizational Documents of the Company or the rules of NASDAQ in connection with the Company's issuance and sale of the Purchased Securities (or Underlying Shares) to the Purchasers.

(b) Each of the Transaction Documents has been or, when delivered hereunder, will have been, duly executed and delivered by the Company. Each of the Transaction Documents constitutes, or will constitute, a legal, valid and binding obligation of the Company, enforceable in accordance with its terms; *provided* that, with respect to each such agreement, the enforceability thereof may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar Laws from time to time in effect affecting the enforcement of creditors' rights and remedies generally and by general principles of equity (regardless of whether such principles are considered in a proceeding in equity or at law).

Section 3.15 Approvals. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person (each, a "**Consent**"), is necessary or required in connection with the issuance and sale of the Purchased Securities by the Company, the execution, delivery and performance of this Agreement and the other Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby or thereby, other than (i) the applicable Consents required by the Commission in connection with the Company's obligations under the Registration Rights Agreement, (ii) the filing of the Certificate of Designation with the Secretary of State of Delaware, (iii) obtaining the Stockholder Approval, (iv) the applicable requirements under the state securities or "blue sky" Laws, (v) compliance with and filings or notifications under the HSR Act and other applicable U.S. or foreign competition, antitrust, or merger control Laws, as set forth in Section 5.02 and (vi) such other Consents, the failure of which to be obtained or made would not reasonably be expected to have a Material Adverse Effect.

Section 3.16 Investment Company Status. None of the Company Entities is, and immediately after the sale of the Purchased Securities hereunder and the application of the net proceeds from such sale none of the Company Entities will be, required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

Section 3.17 Certain Fees. Except for J.P. Morgan Securities LLC, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from the Company with respect to the sale of any of the Purchased Securities or the consummation of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of any Company Entities. The Company agrees that it will indemnify and hold harmless the Purchasers from and against any and all claims, demands, or liabilities for broker's, finder's, placement, or other similar fees or commissions incurred by the Company Entities or alleged to have been incurred by the Company Entities in connection with the sale of the Purchased Securities or the consummation of the transactions contemplated by this Agreement.

Section 3.18 Insurance. Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), the properties of the Company and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of the Company, in such amounts with such deductibles and covering such risks as are customarily carried by companies engaged in similar businesses and owning similar properties in localities where the Company or the applicable Subsidiary operates. The Company has no reason to believe that it or any of its Subsidiaries will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not reasonably be expected to have a Material Adverse Effect.

Section 3.19 Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Common Stock is listed on NASDAQ, and the Company has not received any notice of delisting that is in effect as of the date of this Agreement. The Company is in compliance in all material respects with the listing and listing maintenance requirements of NASDAQ applicable to it for the continued trading of its Common Stock on NASDAQ.

Section 3.20 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other applicable federal or state Laws. Each Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service to the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the Internal Revenue Service to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the Internal Revenue Service. To the knowledge of the Company, nothing has occurred that would prevent or cause the loss of, such tax-qualified status.

(b) There are no pending or, to the knowledge of the Company, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as could not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (i) no ERISA Event has occurred with respect to any Pension Plan; (ii) the Company and each ERISA Affiliate have met all applicable requirements under the Pension Funding Rules in respect of each Pension Plan, and no waiver of the minimum funding standards under the Pension Funding Rules has been applied for or obtained; (iii) except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), neither the Company nor any ERISA Affiliate has incurred any liability to the PBGC other than for the payment of premiums, and there are no premium payments which have become due that are unpaid; and (iv) neither the Company nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or Section 4212(c) of ERISA.

(d) Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), neither the Company or any ERISA Affiliate maintains or contributes to, or has any unsatisfied obligation to contribute to, or liability under, any active or terminated Pension Plan.

(e) With respect to each scheme or arrangement mandated by a government other than the United States (a "**Foreign Government Scheme or Arrangement**") and with respect to each employee benefit plan maintained or contributed to by the Company or any Subsidiary of the Company that is not subject to United States Law (a "**Foreign Plan**"), each such Foreign Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities.

Section 3.21 Tax Returns; Taxes. Except as could not reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries have filed all Tax Returns required to be filed, and have paid all Taxes imposed upon them that are due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. As of the date hereof, no Tax Lien has been filed against the Company, any Subsidiary, or any assets of either that could reasonably be expected to have a Material Adverse Effect. There is no proposed tax assessment against the Company or any Subsidiary that would, if made, have a Material Adverse Effect.

Section 3.22 Required Disclosures and Descriptions. There are no legal or governmental actions, suits or proceedings (including an audit or examination by any taxing authority) pending or, to the knowledge of the Company Entities, threatened, against any of the Company Entities, or to which any of the Company Entities is a party, or to which any of their respective properties is subject, that are required to be described in the Company SEC Documents but are not described as required, and there are no Contracts that are required to be described in the Company SEC Documents or to be filed as an exhibit to the Company SEC Documents that are not described or filed as required by the Securities Act or the Exchange Act.

Section 3.23 Environmental Compliance. Except as disclosed in the Company's SEC Documents (excluding any disclosures set forth in the risk factors or "forward-looking statements" sections of such reports or similar statements that are similarly non-specific and are predictive or forward-looking in nature), each Company Entity conducts in the ordinary course of business a review of the effect of existing Environmental Laws and claims alleging potential liability or responsibility for violation of any Environmental Law on their respective businesses, operations and properties, and as a result thereof the Company has reasonably concluded that, such Environmental Laws and claims could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.24 Title to Property. The Company Entities have good and marketable title to, or valid, subsisting and enforceable leasehold interests in all property material to its business and described in the Company SEC Documents as being owned or leased by any of them, free and clear of all Liens, except for (a) Liens that do not materially affect the value of such property and do not materially interfere with the use made or proposed to be made of such property by the Company Entities and (b) Liens as are described in the Company SEC Documents.

Section 3.25 Anti-Corruption Laws and Sanctions.

(a) None of the Company, any of its Subsidiaries or any director, officer, agent, employee, affiliate or other person associated with or acting on behalf of the Company or its Subsidiaries has (i) made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful expense; (ii) made, offered, promised or authorized any direct or indirect unlawful payment; or (iii) violated or is in violation of any provision of any applicable Anti-Corruption Laws; the Company and its Subsidiaries have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance with all applicable Anti-Corruption Laws. No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to applicable Anti-Corruption Laws is pending or, to the knowledge of the Company, threatened.

(b) None of the Company, any of its Subsidiaries, or any director, officer, agent, employee or affiliate of the Company or any of its Subsidiaries is currently the subject or the target of any Sanctions, nor is the Company or any of its Subsidiaries located, organized or resident in a Sanctioned Country, and the Company has not directly or indirectly funded or facilitated any activities of or business with any person, or in any country or territory, that, at the time of such funding, was the subject or the target of Sanctions or in any other manner that resulted in a violation by any person of Sanctions and will not use the proceeds from the transactions contemplated hereby for such purpose.

Section 3.26 Form S-3 Eligibility. As of the date hereof, the Company is eligible to register the Purchased Securities for resale by the Purchasers under Form S-3 promulgated under the Securities Act.

Section 3.27 No Directed Selling Efforts or General Solicitation. Neither the Company nor any Person acting on its behalf has conducted any general solicitation or general advertising (as those terms are used in Regulation D of the Securities Act) in connection with the offer or sale of any of the Purchased Securities.

Section 3.28 No Integrated Offering. Neither the Company nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any security, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) of the Securities Act for the exemption from registration for the transactions contemplated hereby or would require registration of the Purchased Securities under the Securities Act.

Section 3.29 Intellectual Property. Except as disclosed in the Company's SEC Documents, the Company and its Subsidiaries own, possess or can acquire on commercially reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property necessary to conduct the business now operated by them, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company Entities could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Section 3.30 Occupational Safety. Except as disclosed in the Company's SEC Documents, the Company and each of its Subsidiaries are in compliance in all respects with all applicable provisions of the Occupational Safety and Health Act of 1970, as amended, including all applicable regulations thereunder, except for such noncompliance as would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.31 Information Technology. Except as disclosed in the Company's SEC Documents, the Company and its Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications and databases (collectively, "**IT Systems**") are adequate for, and operate and perform as required in connection with the operation of the business of the Company and its Subsidiaries as currently conducted, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants, except in each case as would not, singly or in the aggregate, result in a Material Adverse Effect. The Company and its Subsidiaries (i) (x) have implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**")) used in connection with their businesses, and (y) there have been no breaches, violations, outages or unauthorized uses of or accesses to same, nor any incidents under internal review or investigations relating to the same; (ii) are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification; and (iii) have taken all necessary actions to prepare to comply with the European Union General Data Protection Regulation (and all other applicable laws and regulations with respect to Personal Data that have been announced as of the date hereof as becoming effective within 12 months after the date hereof) as soon they take effect; except, with respect to each of the foregoing clauses (i)(y), (ii) and (iii), as would not, singly or in the aggregate, result in a Material Adverse Effect.

Section 3.32 Restricted Payments. (a) Except for the Amended and Restated Credit Agreement, there are no agreements to which the Company or any of its Subsidiaries is subject, prohibiting the Company or any of its Subsidiaries from making distributions on the Series B Convertible Preferred Stock or Warrants or repurchasing, redeeming or repaying the Series B Convertible Preferred Stock or exercising the Warrants and (b) the Company is not aware of any laws and regulations of the State of Delaware or any political subdivisions thereof, prohibiting it directly or indirectly, from paying any dividends or from making any other distribution on its capital stock or repurchasing, redeeming or repaying its capital stock, except as described in or contemplated by SEC Documents.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

Each of the Purchasers, severally but not jointly, represents and warrants and covenants to the Company as of the date hereof and the Closing Date as follows:

Section 4.01 Existence. Such Purchaser is duly organized and validly existing and in good standing under the Laws of its jurisdiction of organization or formation, with all necessary power and authority to own and operate its properties and to conduct its business as currently conducted.

Section 4.02 Authorization, Enforceability. Such Purchaser has all necessary corporate, limited liability company, trust or partnership power and authority to execute, deliver and perform its obligations under the Transaction Documents to which it is a party. The execution, delivery and performance of such Transaction Documents by such Purchaser and the consummation by it of the transactions contemplated thereby have been duly and validly authorized by all necessary legal action, and no further consent or authorization of such Purchaser or any other Person is required. Each of the Transaction Documents to which such Purchaser is a party has been duly executed and delivered by such Purchaser, where applicable, and constitutes a legal, valid and binding obligation of such Purchaser; *provided* that, with respect to each such agreement, the enforceability thereof may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar Laws from time to time in effect affecting the enforcement of creditors' rights and remedies generally and by general principles of equity (regardless of whether such principles are considered in a proceeding in equity or at law).

Section 4.03 No Breach. The execution, delivery and performance of the Transaction Documents to which such Purchaser is a party by such Purchaser and the consummation by such Purchaser of the transactions contemplated thereby will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any material agreement to which such Purchaser is a party or by which such Purchaser is bound or to which any of the property or assets of such Purchaser is subject, (b) conflict with or result in any violation of the provisions of the Organizational Documents of such Purchaser, or (c) violate any Law of any Governmental Authority or body having jurisdiction over such Purchaser or the property or assets of such Purchaser, except in the case of clauses (a) and (c), for such conflicts, breaches, violations or defaults as would not prevent the consummation of the transactions contemplated by such Transaction Documents.

Section 4.04 Certain Fees. No fees or commissions are or will be payable by such Purchaser to brokers, finders or investment bankers with respect to the purchase of any of the Purchased Securities or the consummation of the transactions contemplated by this Agreement, except for fees or commissions for which the Company is not responsible.

Section 4.05 Unregistered Securities.

(a) Accredited Purchaser Status; Sophisticated Purchaser. Such Purchaser is (a) an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act, as amended, and (b) an Institutional Account as defined in FINRA Rule 4512(c) and (c) a sophisticated institutional investor, experienced in investing in private equity transactions and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities, including such Purchaser's participation in the transactions contemplated hereby. Such Purchaser has determined based on its own independent review and such professional advice as it deems

appropriate that its purchase of the Purchased Securities and participation in the transactions contemplated hereby (i) are consistent with its financial needs, objectives and condition, (ii) comply and are consistent with all investment policies, guidelines and other restrictions applicable to such Purchaser, (iii) have been duly authorized and approved by all necessary action, and (iv) are a fit, proper and suitable investment for such Purchaser, notwithstanding the substantial risks inherent in investing in or holding the Purchased Securities. Such Purchaser is able to bear the substantial risks associated with its purchase of the Purchased Securities, including but not limited to loss of its entire investment therein.

(b) Information. Such Purchaser and its Representatives have (i) had the opportunity to ask questions of and receive answers from the Company directly and review the Company's public filings with the Commission and (ii) conducted and completed its own independent due diligence with respect to the transactions contemplated hereby. Based on such information as such Purchaser has deemed appropriate and without reliance upon the Agent or any of its affiliates, such Purchaser has independently made its own judgment concerning the Company and its businesses, operations and prospects and analysis and decision to enter into this Agreement and the transactions contemplated hereby. Except for the representations, warranties and agreements of the Company expressly set forth in this Agreement and the other Transaction Documents, such Purchaser is relying exclusively on its own sources of information, investment analysis and due diligence (including professional advice it deems appropriate) with respect to the transactions contemplated hereby, the Purchased Securities and the business, condition (financial and otherwise), management, operations and properties of the Company, including but not limited to all business, legal, regulatory, accounting, credit and tax matters. Neither any inquiries nor any other due diligence investigations conducted at any time by such Purchasers and its Representatives shall modify, amend or affect such Purchasers' right (i) to rely on the Company's representations and warranties contained herein or in any other Transaction Document or (ii) to indemnification or any other remedy based on, or with respect to the accuracy or inaccuracy of, or compliance with, the representations, warranties, covenants and agreements in any Transaction Document. Such Purchaser understands that its purchase of the Purchased Securities involves a high degree of risk.

(c) Legends. Such Purchaser understands that, until such time as the Purchased Securities or Underlying Shares have been sold pursuant to an effective registration statement under the Securities Act, or the Purchased Securities or Underlying Shares are eligible for resale pursuant to Rule 144 promulgated under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Purchased Securities or Underlying Shares (as applicable) will bear a restrictive legend substantially as follows: "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT UNDER ANY CIRCUMSTANCES BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY OTHER APPLICABLE SECURITIES LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE SECURITIES LAWS." Additionally, if required by the authorities of any state in connection with the issuance or sale of the Purchased Securities or Underlying Shares, such Purchased Securities or Underlying Shares (as applicable) shall bear the legend required by such state authority.

(d) Acquisition for Investment Purposes. Such Purchaser is acquiring its entire beneficial ownership interest in the Purchased Securities for its own account for investment purposes only and not with a view to any distribution of the Purchased Securities in any manner that would violate the securities laws of the United States or any other jurisdiction. Such Purchaser has been advised and understands that the Purchased Securities have not been registered under the Securities Act, the "blue sky" laws of any jurisdiction or the laws of any other jurisdiction and may be resold only if registered pursuant to the provisions of the Securities Act (or if eligible, pursuant to the provisions of Rule 144 promulgated under the Securities Act or pursuant to another available exemption from the registration requirements of the Securities Act) and in compliance with the restrictions on transfer set forth in the Transaction Documents. Such Purchaser has been advised and understands that the Company, in issuing the Purchased Securities, is relying upon, among other things, the representations and warranties of such Purchaser contained in this Article IV in concluding that such issuance is a "private offering" and is exempt from the registration provisions of the Securities Act.

(e) Rule 144. Such Purchaser understands that the Purchased Securities must be held indefinitely unless and until the Purchased Securities are registered under the Securities Act or an exemption from registration is available. Such Purchaser has been advised of and is aware of the provisions of Rule 144 promulgated under the Securities Act.

(f) Reliance by the Company. Such Purchaser understands that the Purchased Securities are being offered and sold in reliance on a transactional exemption from the registration requirements of federal and state securities Laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of such Purchaser set forth herein in order to determine the applicability of such exemptions and the suitability of such Purchaser to acquire the Purchased Securities.

Section 4.06 Sufficient Funds. Such Purchaser will have available to it at the Closing sufficient funds to enable such Purchaser to pay in full at the Closing the entire amount of such Purchaser's Allocated Purchase Price in immediately available cash funds.

Section 4.07 Ownership; No Prohibited Trading.

(a) As of the date of this Agreement, such Purchaser beneficially owns, directly or indirectly, only the number of shares of Common Stock as described opposite its name on **Schedule B** and **Schedule B** reflects all shares of Common Stock in which such Purchaser or its Affiliate, has any interest or right to acquire, whether through derivative securities, voting agreements or otherwise (whether or not such Common Stock can be acquired within sixty (60) days).

(b) From such time as such Purchaser was first contacted by the Company or any other Person acting on behalf of the Company regarding the transactions contemplated hereby until the first public announcement of the execution of this Agreement, such Purchaser and any Affiliate of such Purchaser which (i) had knowledge of the transactions contemplated

hereby, (ii) has or shares discretion relating to such Purchaser's investments or trading or information concerning such Purchaser's investments, including in respect of the Securities, or (iii) is subject to such Purchaser's review or input concerning such Affiliate's investments or trading (collectively, "**Trading Affiliates**") has not (x) offered, sold, contracted to sell, sold any option or contract to purchase, purchased any option or contract to sell, granted any option, right or warrant to purchase, lent, or otherwise transferred or disposed of, directly or indirectly, any of the Purchased Securities or (y) directly or indirectly engaged in any Short Sales or other derivative or hedging transactions with respect to Common Stock, including by means of any swap or other transaction or arrangement that transfers or that is designed to, or that might reasonably be expected to, result in the transfer to another, in whole or in part, of any of the economic consequences of ownership of any Purchased Securities, regardless of whether any transaction described in this Section 4.07 is to be settled by delivery of Common Stock or other securities, in cash or otherwise. For the avoidance of doubt, nothing in this Section 4.07 shall preclude any actions described in clauses (x) or (y) above following the first public announcement of the execution of this Agreement.

Section 4.08 No General Solicitation. Such Purchaser did not learn of the investment in the Purchased Securities as a result of any general solicitation or general advertising.

Section 4.09 No Reliance. Such Purchaser hereby acknowledges and agrees that (a) the Agent is acting solely as the Company's placement agent in connection with the transactions contemplated hereby and is not acting as underwriter or in any other capacity and is not and shall not be construed as a fiduciary for such Purchaser, the Company or any other person or entity in connection with the transactions contemplated hereby, (b) the Agent and its Affiliates have not made and will not make any representation or warranty, whether express or implied, of any kind or character and has not provided any advice or recommendation in connection with the transactions contemplated hereby, (c) the Agent and its Affiliates will have no responsibility with respect to (i) any representations, warranties or agreements made by any person or entity under or in connection with the transactions contemplated hereby or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) or any thereof, or (ii) the business, affairs, financial condition, operations, properties or prospects of, or any other matter concerning the Company or the transactions contemplated hereby, and (d) the Agent and its Affiliates shall have no liability or obligation (including without limitation, for or with respect to any losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses or disbursements incurred by such Purchaser, the Company or any other person or entity), whether in contract, tort or otherwise, to such Purchaser, or to any person claiming through such Purchaser, in respect of the transactions contemplated hereby. In connection with the issuance of the Purchased Securities to the Purchaser, neither the Agent nor any of its Affiliates have acted as a financial advisor or fiduciary to such Purchaser.

Section 4.10 Use of Proceeds. Each Purchaser hereby acknowledges that an affiliate of the Agent will receive a portion of any proceeds of the offering that are used to repay all or a part of the Revolving Credit Loans (as defined below) and the Amended and Restated Credit Agreement (as defined below).

ARTICLE V
COVENANTS

Section 5.01 Cooperation; Further Assurances. The Company shall use its reasonable best efforts to obtain all approvals and consents required by or necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents. The Company agrees to execute and deliver all such documents or instruments, to take all commercially reasonable action and to do all other commercially reasonable things it determines to be necessary, proper or advisable under applicable Laws and regulations or as otherwise reasonably requested by the Purchasers to consummate the transactions contemplated by this Agreement.

Section 5.02 Regulatory Approvals. The Company and each Purchaser acknowledge that one or more filings under the HSR Act or other antitrust laws may be necessary in connection with the issuance of Common Stock upon conversion of the Series B Convertible Preferred Stock or the Warrants. The Purchaser will promptly notify the Company if any such filing is required and, to the extent reasonably requested by such Purchaser, the Company and such Purchaser will use all reasonable efforts to cooperate in timely making or causing to be made all applications and filings under the HSR Act or any other antitrust requirements in connection with the issuance of Common Stock upon conversion of the Series B Convertible Preferred Stock or Warrants held by such Purchaser in a timely manner and as required by the law of the applicable jurisdiction; *provided* that, notwithstanding anything in this Agreement to the contrary, the Company shall not have any responsibility or liability for failure of any Purchaser or any of its Affiliates to comply with any such applicable law. For as long as there are Series B Convertible Preferred Stock or Warrants outstanding and owned by a Purchaser, the Company shall as promptly as reasonably practicable provide (no more than four (4) times per calendar year) such information regarding the Company and its Subsidiaries as such Person may reasonably request in order to determine what antitrust or foreign investment requirements may exist with respect to any potential conversion of the Series B Convertible Preferred Stock or Warrants. The Purchaser shall be responsible for the payment of the filing fees associated with any such applications or filings.

Section 5.03 Use of Proceeds; Amended & Restated Credit Agreement.

(a) The Company shall only use the proceeds of the offering of the Purchased Securities for one or more of the following purposes: (i) repay all or a part of the Revolving Credit Loans (as defined in the Amended and Restated Credit Agreement); (ii) prepay Term Loans (as defined in the Amended and Restated Credit Agreement) in accordance with the Amended and Restated Credit Agreement; (iii) pay consent, amendment, solicitation, arrangement and other fees (to market or otherwise) and expenses in connection with the extension of the Maturity Date (as defined in the Amended and Restated Credit Agreement and any other amendment to the Amended and Restated Credit Agreement); (iv) pay any fees, costs and expenses (including fees and disbursements of the Agent, counsel, financial advisors and accountants) incurred in connection with clauses (i) and (ii) above and in connection with any amendment to the Amended and Restated Credit Agreement (including the extension of any Maturity Date thereunder), (v) pay any fees and expenses in connection with the transactions contemplated by this Agreement and (vi) with respect to any remaining proceeds after giving effect to clauses (i) through (v), for the Company's working capital and other general corporate purposes.

(b) The Company shall use its reasonable best efforts to amend and extend the Amended and Restated Credit Agreement (including the extension of any Maturity Date thereunder) as soon as practicable after Closing.

Section 5.04 Subsequent Equity Sales. The Company shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Purchased Securities in a manner that would require the registration under the Securities Act of the sale of the Purchased Securities to the Purchasers, or that will be integrated with the offer or sale of the Purchased Securities for purposes of the rules and regulations of any trading market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

Section 5.05 Stockholder Approval.

(a) The Company agrees to include in its proxy statement prepared and filed with the Commission (the "**Proxy Statement**") for the 2020 annual meeting of the stockholders of the Company (the "**2020 Stockholder Meeting**") a proposal for approval by the holders of Common Stock that is required under the listing standards of NASDAQ (and any successor thereto and any other trading market on which the Common Stock is listed), including NASDAQ Stock Market Rule 5635(b) and Rule 5635(d), to approve the issuance of Common Stock in excess of the thresholds set forth in such rules upon exercise of the Warrants or conversion or redemption of the Series B Convertible Preferred Stock of the Company issued to Purchasers pursuant to this Agreement (the "**Stockholder Approval**"). Subject to the directors' fiduciary duties, the Proxy Statement shall include the recommendation from the Board of Directors that the stockholders vote in favor of the Stockholder Approval. The Company shall use its reasonable best efforts to solicit from the stockholders proxies in favor of the Stockholder Approval and to obtain the Stockholder Approval. Each Purchaser acknowledges that no votes of the shares of Series B Convertible Preferred Stock sold and issued will be counted toward the Stockholder Approval in compliance with NASDAQ Stock Market Rule 5635. Each Purchaser agrees with the Company (but not with each other) that it shall vote or cause to be voted any shares of Common Stock over which it has voting power as of the record date of such annual meeting in favor of the Stockholder Approval. Each Purchaser and its Affiliates agree to furnish to the Company all information concerning such Purchaser and its Affiliates as the Company may reasonably request in connection with the preparation and filing of the Proxy Statement and any such annual meeting of the stockholders of the Company. The Company shall respond reasonably promptly to any comments received from the Commission with respect to the Proxy Statement. The Company shall provide to each Purchaser, as promptly as reasonably practicable after receipt thereof, any written comments from the Commission or any written request from the Commission or its staff for amendments or supplements to the Proxy Statement and shall provide each Purchaser with copies of all correspondence between the Company, on the one hand, and the Commission and its staff, on the other hand, relating to the Proxy Statement. Notwithstanding anything to the contrary stated above, prior to filing or mailing the Proxy Statement (or, in each case, any amendment or supplement thereto) or responding to any comments of the Commission or its staff with respect thereto, the Company shall provide the Purchasers with a reasonable opportunity to review and comment on such document or response.

(b) If the Stockholder Approval is not obtained at the 2020 Stockholder Meeting, or an adjournment or postponement thereof, then the Company agrees to submit the Stockholder Approval to its stockholders at each subsequent annual meetings of the stockholders of the Company until the earliest to occur of: (i) the Stockholder Approval; or (ii) the 2024 annual meeting of the stockholders of the Company (or an adjournment or postponement thereof).

(c) The Company will use commercially reasonable efforts to increase the number of authorized shares of Common Stock at the Company's 2023 annual meeting of stockholders (or in any event, no later than June 30, 2023), if any shares of Series B Convertible Preferred Stock or Warrants are then outstanding, and shall adopt and submit and recommend to the stockholders for approval at such annual meeting of stockholders an amendment to the Company's certificate of incorporation to such effect.

Section 5.06 Consent Rights.

(a) For so long as any Series B Convertible Preferred Stock remains outstanding, the Company shall not consummate an agreement that provides for a transaction that constitutes a Change of Control, or otherwise effect a Change of Control, other than (i) a Change of Control not approved by the Board of Directors prior to the consummation thereof or (ii) a Qualifying Transaction.

(b) The Company shall not take any of the actions set forth in Section 5, clauses (i) through (v) of Section 6.2 and Section 11, respectively, of the Certificate of Designation without the prior consent of each Purchaser to this Agreement so long as such Purchaser continues to satisfy the Minimum Ownership Requirement.

Section 5.07 Qualifying Transactions. Each Purchaser hereby agrees with the Company (but not with each other) during such time as such Purchaser holds Series B Convertible Preferred Stock as follows:

(a) In connection with any Qualifying Transaction approved by the Board of Directors for which a meeting of any stockholders of the Company is called (and at every adjournment or postponement thereof) or for which action or approval by written consent of stockholders of the Company is requested, each Purchaser shall, and shall cause the holder of record of any Series B Convertible Preferred Stock beneficially owned by such Purchaser on any applicable record date to, vote all such Series B Convertible Preferred Stock beneficially owned by such Purchaser on any applicable record date, to the extent such Series B Convertible Preferred Stock are entitled to be voted, (i) in favor of the approval and adoption of such Qualifying Transaction and (ii) in opposition to any action that is intended, or would reasonably be expected, to impede, delay or adversely affect a Qualifying Transaction. Solely in connection with the preceding sentence of this Section 5.07(a), in the event that a meeting of stockholders of the Company is held for the purposes of approving a Qualifying Transaction, and only so long as each Purchaser holds Series B Convertible Preferred Stock, each Purchaser shall appear at such meeting (and at every adjournment or postponement thereof) or otherwise cause all such Series B Convertible Preferred Stock beneficially owned by such Purchaser on any applicable record date to be counted as present thereat for purposes of establishing a quorum.

(b) Each Purchaser shall not, and shall cause each of its Affiliates holding Series B Convertible Preferred Stock not to, directly or indirectly, with respect to any Qualifying Transaction:

(i) deposit any Series B Convertible Preferred Stock in a voting trust;

(ii) grant any proxies with respect to any Series B Convertible Preferred Stock; or

(iii) subject any Series B Convertible Preferred Stock to any arrangement with respect to the voting thereof, in each case, other than voting trusts with, proxies to or agreements entered into with the Company.

(c) Each Purchaser waives, and agrees not to assert or perfect, any rights of appraisal or rights to dissent from a Qualifying Transaction that such Purchaser may have by virtue of ownership of such Series B Convertible Preferred Stock.

(d) Each Purchaser shall tender (and shall not withdraw), or cause to be tendered (and not withdrawn), if there is a Qualifying Transaction that is a tender or exchange offer for Company Common Stock and Series B Convertible Preferred Stock, all Series B Convertible Preferred Stock beneficially owned by such Purchaser into any exchange offer or offer to purchase such Series B Convertible Preferred Stock by any Person in connection with such Qualifying Transaction, conditioned on and subject to the completion of such Qualifying Transaction (any such offer, a "**Qualifying Tender/Exchange Offer**"). During any period in which such Purchaser holds Series B Convertible Preferred Stock, no later than two (2) Business Days prior to the expiration date of any such Qualifying Tender/Exchange Offer, such Purchaser shall (i) deliver to the depositary designated in the Qualifying Tender/Exchange Offer all documents or instruments required to be delivered pursuant to the terms of the Qualifying Tender/Exchange Offer and Section 14d-2 of the Exchange Act, and/or (b) instruct its broker or such other person that is the holder of record of any Series B Convertible Preferred Stock beneficially owned by the Purchaser to tender such Series B Convertible Preferred Stock pursuant to the terms and conditions of the Qualifying Return Tender/Exchange Offer.

(e) The provisions of this Section 5.07 shall apply only to the Series B Convertible Preferred Stock and shall not apply to the Warrants or shares issued upon exercise of the Warrants or any other shares of Common Stock or other securities issued by the Company held by such Purchaser (including derivatives with a value tied to the Common Stock or such other securities).

Section 5.08 Removal of Legend. In connection with a sale of Purchased Securities or Underlying Shares by a Purchaser in reliance on Rule 144 promulgated under the Securities Act, the applicable Purchaser or its broker shall deliver to the Company a broker representation letter reasonably acceptable to the Company and its transfer agent, providing to the Company the information required under Rule 144 to determine that the sale of such Purchased Securities is made in compliance with Rule 144 promulgated under the Securities Act, including, as may be appropriate, a certification that the Purchaser is not an affiliate of the Company (as defined in Rule 144 promulgated under the Securities Act) and a certification as to the length of time that such securities have been held. Upon receipt of such representation letter, the Company shall promptly remove the notation of a restrictive legend in such Purchaser's book-entry account maintained by the Company, including the legend referred to in Section 4.05(d), and the Company shall bear all costs associated with the removal of such legend in the Company's books. At such time as the Purchased Securities or Underlying Shares (as applicable) have been sold pursuant to an effective registration statement under the Securities Act or have been held by any Purchaser for more than one year where such Purchaser is not, and has not been in the preceding three months, an affiliate of the Company (as defined in Rule 144 promulgated under the Securities Act) or acting in concert with such a Person, if the book-entry account of such Purchaser still bears the notation of the restrictive legend referred to in Section 4.05, the Company agrees, upon request of the Purchaser or its permitted assignee, to take all steps necessary to promptly effect the removal of the legend described in Section 4.05, and the Company shall bear all costs associated with the removal of such legend in the Company's books, regardless of whether the request is made in connection with a sale or otherwise, so long as such Purchaser or its permitted assignee provides to the Company the information required under Rule 144 (or other applicable exemptions) to determine that the legend is no longer required under the Securities Act or applicable state Laws, including (if there is no such registration statement) a certification that the holder is not an affiliate of the Company (as defined in Rule 144 promulgated under the Securities Act), a covenant to inform the Company if it should thereafter become an affiliate (as defined in Rule 144 promulgated under the Securities Act) and to consent to the notation of an appropriate restriction, and a certification as to the length of time such securities have been held. The Company shall cooperate with each Purchaser to effect the removal of the legend referred to in Section 4.05 at any time such legend is no longer appropriate.

Section 5.09 Tax Matters.

(a) **Withholding**. Subject to the following sentence in this Section 5.09(a), the Company may deduct and withhold any withholding Taxes or other amounts required to be withheld with respect to the Purchased Securities and may set off any such amounts required to be withheld against payments (whether made in cash or other property) on the Purchased Securities. Notwithstanding the foregoing, the Company may only set off 35% of the amount of any Dividend Withholding Taxes imposed on (x) constructive dividends accreted pursuant to clause (a)(iii) of the tax treatment paragraph in **Exhibit D** and (y) actual cash dividends declared and paid pursuant to Section 3 of the Certificate of Designation against payments (whether made in cash or other property) on the Purchased Securities (including dividends on, payments made in redemption of or issuances upon conversion of the Purchased Preferred Stock) and the Company shall bear the remaining 65% of such Dividend Withholding Taxes (and any Dividend Withholding Taxes or other withholding taxes imposed under Section 1441 or 1442 of the Code on amounts borne by the Company on behalf of a holder pursuant to this Section 5.09(a)).

(b) **Purchase Price Allocation.** Each Purchaser and the Company agree to allocate the Total Purchase Price among the Purchased Securities as follows for U.S. federal income Tax purposes as provided in **Exhibit D** attached hereto.

(c) **Tax Treatment.** Each Purchaser and the Company has agreed to the tax treatment principles as provided in **Exhibit D** attached hereto.

(d) **Delayed Redemption**. If the Company (i) fails to redeem the Purchased Preferred Stock on or before December 31, 2020, (ii) at that time determines that a subsequent redemption date is more likely than not to occur and (iii) thereafter accretes additional constructive distributions under Section 305(c) of the Code and Treasury Regulation Section 1.305-5, the Company shall gross up the Purchasers for all Dividend Withholding Taxes incurred on or after January 1, 2021 as a result of such additional constructive distributions, such that the Purchasers would receive the same amounts they would have received from the Company had no such Dividend Withholding Taxes been incurred.

Section 5.10 Listing; SEC Compliance. The Company shall use its reasonable best efforts to maintain the listing of all of the Underlying Shares upon each national securities exchange and automated quotation system, if any, upon which shares of Common Stock are then listed (subject to official notice of issuance) and shall maintain, so long as any other shares of Common Stock shall be so listed, such listing of the Underlying Shares.

Section 5.11 Dividend Blockers. As long as the Purchasers continue to beneficially own at all times shares of Series B Convertible Preferred Stock with an aggregate liquidation preference of at least $15 million, the Company shall not enter into any instrument or agreement that includes a provision that restricts the Company and its Subsidiaries from paying dividends or other distributions on the capital stock of any subsidiary in a manner that is, on the whole, more restrictive than the restrictions as of the date hereof set forth in Section 7.09 of the Amended and Restated Credit Agreement.

ARTICLE VI
INDEMNIFICATION, COSTS AND EXPENSES

Section 6.01 Indemnification by the Company. The Company agrees to indemnify each Purchaser and its Representatives (collectively, "**Purchaser Related Parties**") from costs, losses, liabilities, damages or expenses of any kind or nature whatsoever, and hold each of them harmless against, any and all actions, suits, proceedings (including any investigations, litigation or inquiries), demands and causes of action, and, in connection therewith, promptly upon demand, pay or reimburse each of them for all costs, losses, liabilities, damages, or expenses of any kind or nature whatsoever (including the reasonable fees and disbursements of counsel and all other reasonable expenses incurred in connection with investigating, defending or preparing to defend any such matter that may be incurred by them or asserted against or involve any of them), whether or not involving a Third-Party Claim, as a result of or arising out of (a) the failure of any of the representations or warranties made by the Company contained herein to be true and correct in all material respects (other than those representations and warranties contained in Section 3.01, Section 3.02, Section 3.04, Section 3.09. Section 3.10, Section 3.13(a)(i) and (b)(i), Section 3.14, Section 3.16, Section 3.17, Section

3.26 or Section 3.32 or other representations and warranties that are qualified by materiality or Material Adverse Effect, which, in each case, shall be true and correct in all respects) when made and as of the Closing Date (except for any representations and warranties made as of a specific date, which shall be required to be true and correct as of such date only) or (b) the breach in any material respect of any covenants of the Company contained herein; *provided* that, in the case of the immediately preceding clause (a), such claim for indemnification is made prior to the expiration of the survival period of such representation or warranty; *provided, further*, that for purposes of determining when an indemnification claim has been made, the date upon which a Purchaser Related Party shall have given notice (stating in reasonable detail the basis of the claim for indemnification) to the Company shall constitute the date upon which such claim has been made; and *provided*, *further*, that the aggregate liability of the Company to each Purchaser pursuant to this Section 6.01 shall not be greater in amount than such Purchaser's Allocated Purchase Price, and the aggregate liability of the Company to all Purchasers pursuant to this Section 6.01 shall not exceed the Total Purchase Price. No Purchaser Related Party shall be entitled to recover special, indirect, incidental, consequential, exemplary, lost profits, speculative or punitive damages under this Section 6.01; *provided, however,* that such limitation shall not prevent any Purchaser Related Party from recovering under this Section 6.01 for any such damages to the extent that such damages are in the form of diminution in value or are payable to a third party in connection with any Third-Party Claims.

Section 6.02 Indemnification Procedures.

(a) A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought; *provided, however,* that failure to so notify the indemnifying party shall not preclude the indemnified party from any indemnification which it may claim in accordance with this Article VI, except as otherwise provided in Section 6.01.

(b) Promptly after any Purchaser Related Party (hereinafter, the "**Indemnified Party**") has received notice of any indemnifiable claim hereunder, or the commencement of any action, suit or proceeding by a third person, which the Indemnified Party believes in good faith is an indemnifiable claim under this Agreement (each a "**Third-Party Claim**"), the Indemnified Party shall give the indemnitor hereunder (the "**Indemnifying Party**") written notice of such Third-Party Claim, but failure to so notify the Indemnifying Party will not relieve the Indemnifying Party from any liability it may have to such Indemnified Party hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. Such notice shall state the nature and the basis of such Third-Party Claim to the extent then known. The Indemnifying Party shall have the right to defend and settle, at its own expense and by its own counsel who shall be reasonably acceptable to the Indemnified Party, any such matter as long as the Indemnifying Party pursues the same diligently and in good faith. If the Indemnifying Party undertakes to defend or settle, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in all commercially reasonable respects in the defense thereof and the settlement thereof. Such cooperation shall include, but shall not be limited to, furnishing the Indemnifying Party with any books, records and other information reasonably requested by the Indemnifying Party and in the Indemnified Party's possession or control. Such cooperation of the Indemnified Party shall be at the cost of the Indemnifying Party. After the Indemnifying Party has notified the Indemnified

Party of its intention to undertake to defend or settle any such asserted liability, and for so long as the Indemnifying Party diligently pursues such defense, the Indemnifying Party shall not be liable for any additional legal expenses incurred by the Indemnified Party in connection with any defense or settlement of such asserted liability; *provided, however,* that the Indemnified Party shall be entitled (i) at its expense, to participate in the defense of such asserted liability and the negotiations of the settlement thereof and (ii) if (A) the Indemnifying Party has failed to assume the defense or employ counsel reasonably acceptable to the Indemnified Party or (B) if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and counsel to the Indemnified Party shall have concluded that there may be reasonable defenses available to the Indemnified Party that are different from or in addition to those available to the Indemnifying Party or if the interests of the Indemnified Party reasonably may be deemed to conflict with the interests of the Indemnifying Party, then the Indemnified Party shall have the right to select a separate counsel and to assume such legal defense and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the Indemnifying Party as incurred. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not settle any indemnified claim without the consent of the Indemnified Party, unless the settlement thereof imposes no liability or obligation on, and includes a complete release from liability of, and does not include any admission of wrongdoing or malfeasance by, the Indemnified Party.

Section 6.03 Tax Matters. All indemnification payments under this Article VI shall be treated as adjustments to the applicable Purchaser's Allocated Purchase Price for Tax purposes except as otherwise required by applicable Law.

ARTICLE VII
TERMINATION

Section 7.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of the Company and a Purchaser, with respect to itself but not any other Purchaser;

(b) by written notice from either the Company or a Purchaser, with respect to itself but not any other Purchaser, if any Governmental Authority with lawful jurisdiction shall have issued a final order, decree or ruling or taken any other final action restraining, enjoining or otherwise prohibiting the transactions contemplated by the Transaction Documents and such order, decree, ruling or other action is or shall have become final and non-appealable;

(c) by written notice from either the Company or a Purchaser, with respect to itself but not any other Purchaser, if Closing does not occur by 11:59 p.m. New York time on December 31, 2019 (the "**Outside Date**"); *provided, however,* that no party may terminate this Agreement pursuant to this Section 7.01(c) if such party is, at the time of providing such written notice, in breach of any of its obligations under this Agreement; or

(d) at such time as no Purchased Securities remain outstanding.

Section 7.02 Certain Effects of Termination. In the event that this Agreement is terminated pursuant to Section 7.01, this Agreement (other than Article VI and Section 8.01) shall become null and void and have no further force or effect and there shall be no liability on the part of the Company or any Purchaser or any of their respective Representatives in connection with this Agreement, except that no such termination shall relieve any party from liability for damages to another party resulting for a willful and material breach of this Agreement prior to the date of termination or from fraud; *provided* that, notwithstanding any other provision set forth in this Agreement, except in the case of fraud, the Company shall not have any such liability in excess of the Total Purchase Price and no Purchaser shall have any liability in excess of such Purchaser's Allocated Purchase Price.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Expenses. All costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by the party incurring such costs and expenses; *provided*, that the Company shall pay for the fees of the Purchaser's counsel incurred in connection with the execution of this Agreement, the other Transaction Documents and the purchase by the Purchaser of the Purchased Securities pursuant to this Agreement, provided that such fees shall not exceed $300,000 in the aggregate.

Section 8.02 Interpretation. Article, Section, Schedule and Exhibit references in this Agreement are references to the corresponding Article, Section, Schedule or Exhibit to this Agreement, unless otherwise specified. All Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof as if set forth in full herein and are an integral part of this Agreement. All references to instruments, documents, Contracts and agreements are references to such instruments, documents, Contracts and agreements as the same may be amended, supplemented and otherwise modified from time to time, unless otherwise specified. The word "including" shall mean "including but not limited to" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.. Any reference in this Agreement to "$" shall mean U.S. dollars. Whenever any determination, consent or approval is to be made or given by any party to this Agreement, such action shall be in such party's sole discretion, unless otherwise specified in this Agreement. If any provision in the Transaction Documents is held to be illegal, invalid, not binding or unenforceable, (a) such provision shall be fully severable and the Transaction Documents shall be construed and enforced as if such illegal, invalid, not binding or unenforceable provision had never comprised a part of the Transaction Documents, and the remaining provisions shall remain in full force and effect, and (b) the parties hereto shall negotiate in good faith to modify the Transaction Documents so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to the Transaction Documents, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day. Any words imparting the singular number only shall include the plural and vice versa. The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

Section 8.03 Survival of Provisions. The representations and warranties set forth in Section 3.01, Section 3.02, Section 3.14, Section 3.15, Section 3.16, Section 3.17, Section 3.19, Section 3.26, Section 3.32, Section 4.01, Section 4.02, Section 4.04, Section 4.05(a), Section 4.05(b), Section 4.05(d) and Section 4.07(b) hereunder shall survive the execution and delivery of this Agreement indefinitely and the other representations and warranties set forth herein shall survive for a period of twelve (12) months following the Closing Date, regardless of any investigation made by or on behalf of the Company, the Purchasers or the Agent and its affiliates. The covenants made in this Agreement (including those in Article V) or any other Transaction Document that by their terms are to be performed following the Closing shall survive the Closing and remain operative and in full force and effect until fully performed. Regardless of any purported general termination of this Agreement, the provisions of Article VI and all indemnification rights and obligations of the Company and the Purchasers thereunder, Section 8.01 and this Article VIII shall remain operative and in full force and effect as between the Company and each Purchaser, unless the Company and the applicable Purchaser execute a writing that expressly terminates such rights and obligations as between the Company and such Purchaser.

Section 8.04 No Waiver: Modifications in Writing.

(a) Delay. No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to a party at law or in equity or otherwise.

(b) Specific Waiver; Amendment. Except as otherwise provided herein or as specifically provided otherwise in any other Transaction Document with respect thereto, no amendment, waiver, consent, modification or termination of any provision of any Transaction Document shall be effective unless signed by (i) before Closing, each of the parties thereto affected by such amendment, waiver, consent, modification or termination and (ii) after Closing, Purchasers holding a majority of the Purchased Securities then held by the Purchasers; *provided* that (A) any amendment, waiver, consent, modification or termination pursuant to clause (ii) shall not apply with respect to any Purchaser without the written consent of such Purchaser unless such amendment or waiver applies to all Purchasers in the same fashion and (B) no consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration is also offered to all of the parties to the Transaction Documents (for clarification purposes, this clause (B) constitutes a separate right granted to each Purchaser by the Company and negotiated separately by each Purchaser, and shall not in any way be construed as the Purchasers acting in concert or as a group with respect to the purchase, disposition or voting of

Purchased Securities or otherwise). Any amendment, supplement or modification of or to any provision of any Transaction Document, any waiver of any provision of any Transaction Document and any consent to any departure by the Company or any Purchaser from the terms of any provision of any Transaction Document shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement, no notice to or demand on the Company or any Purchaser in any case shall entitle the Company or such Purchaser to any other or further notice or demand in similar or other circumstances. Any investigation by or on behalf of any party shall not be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein.

Section 8.05 Binding Effect; Assignment.

(a) This Agreement shall be binding upon the Company, each of the Purchasers and their respective successors and permitted assigns. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

(b) Neither this Agreement not any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by operation of Law or otherwise, by any Purchaser without the prior written consent of the Company (such consent not to be unreasonably withheld); *provided*, however, that a Purchaser may transfer or assign its rights hereunder in connection with the transfer of the Purchased Preferred Stock or the Purchased Warrants, each in accordance with the terms thereof, and subject to Purchaser providing written notice of any such assignment to the Company promptly after such assignment is effected and that the transferee agrees to assume all of such Purchaser's rights and obligations in connection with such transfer and be bound by, and entitled to the benefits of, this Agreement as an original party hereto.

Section 8.06 Publicity. Except as set forth below, no public release or announcement concerning the transactions contemplated hereby shall be issued by the Company or the Purchasers without the prior consent of the Company (in the case of a release or announcement by the Purchasers) or the Purchasers (in the case of a release or announcement by the Company) (which consents shall not be unreasonably withheld), except as such release or announcement may be required by law or the applicable rules or regulations of any securities exchange or securities market, in which case the Company or the Purchasers, as the case may be, shall allow the Purchasers or the Company, as applicable, to the extent reasonably practicable in the circumstances, reasonable time to comment on such release or announcement in advance of such issuance. The parties acknowledge that (i) as of 9:30 a.m. (New York time) on the trading day immediately following the date hereof, no Purchaser shall be in possession of any material, nonpublic information received from the Company or any of its respective officers, directors, employees or agents, with respect to the transactions contemplated hereby, and (ii) prior to such time the Company shall issue a press release or file a report on Form 8-K disclosing any material information required to comply with the preceding clause (i), and that, in addition, the Company will make such other filings and notices in the manner and time required by the Commission or NASDAQ with respect to such matters. The Company shall not, and shall cause each of its

Subsidiaries and each of their respective officers, directors, employees and agents, not to, provide any Purchaser with any such material, nonpublic information regarding the Company or any of the Company Entities from and after the filing of the press release without the express written consent of such Purchaser. For the avoidance of doubt, following the issuance of such press release, this Agreement shall not prohibit any Purchaser from trading Common Stock as it sees fit.

Section 8.07 Communications. All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, electronic mail, air courier guaranteeing overnight delivery or personal delivery to the following addresses

(a) If to the Purchasers, to the addresses set forth on **Schedule A**.

(b) If to the Company, to:

Matthew S. Heiter
Senior Vice President and General Counsel
NN, Inc.
6210 Ardrey Kell Road
Charlotte, North Carolina 28277
Email: matt.heiter@nninc.com

with a copy to (which shall not constitute notice):

Eric M. Swedenburg
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Email: eswedenburg@stblaw.com

and:

Daniel N. Webb
Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Email: dwebb@stblaw.com

or to such other address as the Company or the Purchasers may designate in writing. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; upon actual receipt if sent by certified or registered mail, return receipt requested, or regular mail, if mailed; upon actual receipt of the facsimile, if sent via facsimile; when sent, if sent by electronic mail prior to 5:00 pm New York time on a Business Day, or on the next succeeding Business Day, if not; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

Section 8.08 Entire Agreement. This Agreement, the other Transaction Documents and the other agreements and documents referred to herein are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to in this Agreement or the other Transaction Documents with respect to the rights granted by the Company or any of its Affiliates or the Purchasers or any of their respective Affiliates. This Agreement, the other Transaction Documents and the other agreements and documents referred to herein or therein supersede all prior agreements and understandings among the parties with respect to such subject matter.

Section 8.09 Governing Law; Submission to Jurisdiction. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), will be construed in accordance with and governed by the Laws of the State of New York without regard to principles of conflicts of laws that would result in the application of the law of any other jurisdiction. Any action against any party relating to the foregoing shall be brought in any federal or state court of competent jurisdiction located within the State of New York, and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of New York over any such action. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

Section 8.10 Waiver of Jury Trial. THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, AND AGREES TO CAUSE ITS AFFILIATES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 8.11 No Recourse Against Others.

(a) All claims, obligations, liabilities or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with or relate in any manner to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the Company and its Subsidiaries and the Purchasers. No Person other than the Company or the Purchasers, including no member, partner, stockholder, Affiliate or Representative thereof, nor any member, partner, stockholder, Affiliate or Representative of any of the foregoing, shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to this Agreement or based on, in respect of or by reason of this Agreement or its negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each of the Company and the Purchasers hereby waives and releases all such liabilities, claims, causes of action and obligations against any such third Person.

(b) Without limiting the foregoing, to the maximum extent permitted by Law, (i) each of the Company and its Subsidiaries on the one hand and the Purchasers on the other hereby waives and releases any and all rights, claims, demands or causes of action that may otherwise be available at law or in equity, or granted by statute, to avoid or disregard the entity form of the other or otherwise impose liability of the other on any third Person in respect of the transactions contemplated hereby, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization or otherwise; and (ii) each of the Company and the Purchasers disclaims any reliance upon any third Person with respect to the performance of this Agreement or any representation or warranty made in, in connection with or as an inducement to this Agreement.

Section 8.12 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person, other than the Company and the Purchasers and their respective permitted assigns any rights or remedies hereunder. Notwithstanding the foregoing, the Agent is a third party beneficiary of, and may rely on, the representations and warranties of each Purchaser contained in Section 4.05, Section 4.08 and Section 4.09.

Section 8.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto execute this Agreement, effective as of the date first above written.

NN, INC.

By: /s/ Warren A. Veltman
Name: Warren A. Veltman
Title: President and CEO

[Signature Page to Purchase Agreement]

PURCHASERS:

CORRE OPPORTUNITIES QUALIFIED MASTER FUND, LP

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

CORRE OPPORTUNITIES II MASTER FUND, LP

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

CORRE HORIZON FUND, LP

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

PURCHASERS:

LEGION PARTNERS, L.P. I

By: Legion Partners Asset Management, LLC
Investment Advisor

By: /s/ Christopher S. Kiper
Name: Christopher S. Kiper
Title: Managing Director

LEGION PARTNERS, L.P. II

By: Legion Partners Asset Management, LLC
Investment Advisor

By: /s/ Christopher S. Kiper
Name: Christopher S. Kiper
Title: Managing Director

Schedule A

Purchaser	Address	Series B Convertible Preferred Stock	Warrants to Purchase Common Stock	Allocated Purchase Price
Corre Partners Management, L.L.C.				
Corre Opportunities Qualified Master Fund, LP	**12 East 49th St., 40th Floor, New York, NY 10017**	**59,380**	**890,700**	**$ 59,380,000**
Corre Opportunities II Master Fund, LP	**12 East 49th St., 40th Floor, New York, NY 10017**	**12,620**	**189,300**	**$ 12,620,000**
Corre Horizon Fund, LP	**12 East 49th St., 40th Floor, New York, NY 10017**	**13,000**	**195,000**	**$ 13,000,000**
Attn: Micah Spiegel				
Legion Partners Asset Management, LLC				
LEGION PARTNERS, L.P. I	**9401 Wilshire Blvd, Suite 705, Beverly Hills, CA 90212**	**14,273**	**214,095**	**$ 14,273,000**
LEGION PARTNERS, L.P. II	**9401 Wilshire Blvd, Suite 705, Beverly Hills, CA 90212**	**727**	**10,905**	**$ 727,000**
Attn: Christopher S. Kiper				
TOTAL				**$100,000,000**

Schedule B

Name of Purchaser	Number of shares of Common Stock
Corre Partners Management, L.L.C.	**2,736,432**
Legion Partners Asset Management, LLC	**3,885,317**[1]

1 Note that this does not include 300 shares owned by Legion Partners Holdings, LLC

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

BY AND AMONG

NN, INC.

AND

THE OTHER PARTIES LISTED

ON SCHEDULE I HERETO

Dated as of December 11, 2019

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REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement"), dated as of December 11, 2019, is by and among NN, Inc., a Delaware corporation (including any of its successors by merger, acquisition, reorganization, conversion or otherwise, the "Company"), and the Persons set forth on Schedule I hereto. Unless otherwise indicated, capitalized terms used herein shall have the meanings ascribed to such terms in Section 1.01.

WITNESSETH:

WHEREAS, the parties hereto desire to provide for, among other things, the grant of registration rights with respect to the Registrable Securities (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the parties hereto, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the satisfaction or waiver of the conditions hereof, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Adverse Disclosure" means public disclosure of material non-public information that, in the Board of Directors' good faith judgment would be required to be made in any Registration Statement filed with the Commission by the Company or any Prospectus included therein so that such Registration Statement or Prospectus would not contain a material misstatement of fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus in light of the circumstances under which they were made, not misleading, would not be required to be publicly disclosed at such time but for the filing of such Registration Statement, and which information the Company has a bona fide business purpose for not disclosing publicly at such time.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agreement" has the meaning set forth in the preamble.

"Automatic Shelf Registration Statement" means an "automatic shelf registration statement" as defined in Rule 405 promulgated under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday, Sunday or a day on which commercial banks located in New York, New York are required or authorized by law or executive order to be closed.

"Capital Stock" means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that entity but excluding any debt securities convertible into such equity.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means shares of the Company's common stock, par value $0.01 per share.

"Company" has the meaning set forth in the preamble.

"Company Public Sale" has the meaning set forth in Section 2.03(a).

"Company Share Equivalents" means the Series B Preferred Stock, the Warrants and any other securities exercisable, exchangeable or convertible into Company Shares and any options, warrants or other rights to acquire Company Shares.

"Company Shares" means shares of Common Stock (including any Common Stock issuable upon conversion of the Series B Preferred Stock or exercise of the Warrants), any securities into which such shares of Common Stock shall have been changed, or any securities resulting from any reclassification, recapitalization or similar transactions with respect to such shares of Common Stock.

"Demand Registration" has the meaning set forth in Section 2.01(a).

"Determination Date" has the meaning set forth in Section 2.02(g).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Form S-1" means a registration statement on Form S-1 under the Securities Act.

"Form S-3" means a registration statement on Form S-3 under the Securities Act.

"Form S-4" means a registration statement on Form S-4 under the Securities Act.

"Form S-8" means a registration statement on Form S-8 under the Securities Act.

"Governmental Authority" means any United States federal, state, local (including county or municipal) or foreign governmental, regulatory or administrative authority, agency, division, instrumentality, commission, court, judicial or arbitral body or any securities exchange or similar self-regulatory organization.

"Holder" means any holder of Registrable Securities that is set forth on Schedule I hereto or that succeeds to rights hereunder pursuant to Section 3.06.

"Issuer Free Writing Prospectus" means an issuer free writing prospectus, as defined in Rule 433 under the Securities Act, relating to an offer of Registrable Securities.

"Liquidated Damages" means all amounts, if any, payable to the Holders pursuant to Section 2.10.

"Loss" or "Losses" has the meaning set forth in Section 2.09(a).

"Non-Complying Holder" has the meaning set forth in Section 2.02(b).

"Marketed Underwritten Shelf Take-Down" has the meaning set forth in Section 2.02(f)(iii).

"Marketed Underwritten Shelf Take-Down Notice" has the meaning set forth in Section 2.02(f)(iii).

"Maximum Offering Size" means, with respect to any offering that is underwritten, the number of securities that, in the good faith opinion of the managing underwriter or underwriters in such offering (as evidenced by a written notice to the relevant Holders and the Company), can be sold in such offering without being likely to have a significant adverse effect on the price, timing or the distribution of the securities offered or the market for the securities offered.

"Participating Holder" means, with respect to any Registration, including a Demand Registration, Piggyback Registration or Shelf Take-Down, any Holder of Registrable Securities participating as a selling Holder in such Registration.

"Person" means any individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a Governmental Authority or political subdivision thereof or any other entity.

"Piggyback Registration" has the meaning set forth in Section 2.03(a).

"Postponing Officer's Certificate" has the meaning set forth in Section 2.01(b).

"Prospectus" means the prospectus included in any Registration Statement, all amendments and supplements to such prospectus, including pre- and post-effective amendments to such Registration Statement, and all information incorporated by reference in such prospectus.

"Record Date" means, with respect to the Warrants, Series B Preferred Stock or Common Stock, the date fixed for determination of holders of any such securities entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors, by statute, by contract or otherwise).

"Registrable Securities" means any Company Shares (including shares of Common Stock issuable upon exercise of the Warrants or conversion of the Series B Preferred Stock), any Series B Preferred Stock, any Warrants, or any other securities that may be issued or distributed or be issuable or distributable in respect of, or in substitution for, any Warrants, Series B Preferred Stock or Company Shares by way of conversion, exercise, dividend, stock split or other distribution, merger, consolidation, exchange, recapitalization or reclassification or similar transaction, in each case whether now owned or hereafter acquired by a Holder; provided, however, that any such Registrable Securities shall cease to be Registrable Securities to the extent (i) a Registration Statement with respect to the sale of such Registrable Securities has been declared effective under the Securities Act and such Registrable Securities have been disposed of in accordance with the plan of distribution set forth in such Registration Statement, (ii) such Registrable Securities (including any Registrable Securities received upon exercise or conversion of another Registrable Security) then owned by a Holder and its Affiliates could be sold in their entirety on a single day pursuant to Rule 144 without restriction as to volume or manner of sale, (iii) such Registrable Securities are otherwise transferred, the Company has delivered a new certificate or other evidence of ownership for such securities not bearing a restrictive legend and such Registrable Securities may be resold without limitation or subsequent registration under the Securities Act; or (iv) the Registrable Securities have ceased to be outstanding.

"Registration" means a registration with the Commission of the offer and sale of the Company's securities to the public under a Registration Statement. The term "Register" shall have a correlative meaning.

"Registration Default" has the meaning set forth in Section 2.10.

"Registration Expenses" has the meaning set forth in Section 2.08.

"Registration Statement" means any registration statement of the Company that covers the offer and sale of Registrable Securities pursuant to the provisions of this Agreement filed with, or to be filed with, the Commission under the rules and regulations promulgated under the Securities Act, including the related Prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all information incorporated by reference in such registration statement.

"Representatives" means, with respect to any Person, any of such Person's officers, directors, employees, agents, attorneys, accountants, actuaries, consultants, equity financing partners or financial advisors or other Person associated with, or acting on behalf of, such Person.

"Requesting Holder(s)" means, with respect to a Demand Registration or Shelf Take-Down, as applicable, a Holder (or Holders, as the case may be) that initiated such Registration or Shelf Take-Down, as the case may be, in accordance with the terms and conditions of this Agreement.

"Required Filing Date" means the relevant date by which the Company is required to file its Registration Statement or Shelf Registration Statement in accordance with this Agreement.

"Rule 144" means Rule 144 (or any successor provisions) under the Securities Act.

"SEC Guidance" means (i) any publicly available written or oral questions and answers, guidance, forms, comments, requirements or requests of the Commission or its staff, (ii) the Securities Act and (iii) any other rules and regulations of the Commission.

"Securities Act" means the Securities Act of 1933, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

"Securities Purchase Agreement" means the Securities Purchase Agreement dated December 5, 2019 between the Company and the purchasers listed on the signature pages thereto.

"Series B Preferred Holder" means any holder of the Series B Preferred Stock.

"Series B Preferred Stock" means the Series B Convertible Preferred Stock of the Company, issued on the date hereof as contemplated by the Securities Purchase Agreement.

"Shelf Registration" has the meaning set forth in Section 2.02(a).

"Shelf Registration Statement" means a Registration Statement filed with the Commission on either (i) Form S-3 or (ii) solely if the Company is not permitted to file a Registration Statement on Form S-3 or register all Registrable Securities on such form, an evergreen Registration Statement on Form S-1 (which, in the case the Company is not permitted to register all Registrable Securities on Form S-3, shall register any such shares not registered on Form S-3), in each case for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (or any successor provision) covering the offer and sale of all or any portion of the Registrable Securities, as applicable.

"Shelf Suspension" has the meaning set forth in Section 2.02(e).

"Shelf Take-Down" has the meaning set forth in Section 2.02(f)(i).

"Stockholder Party" has the meaning set forth in Section 2.09(a).

"Subsidiary" means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person; (ii) such Person and one or more Subsidiaries of such Person; or (iii) one or more Subsidiaries of such Person.

"Suspending Officer's Certificate" has the meaning set forth in Section 2.02(e).

"Underwritten Offering" means a Registration in which securities of the Company are sold to an underwriter or underwriters (or other counterparty) for reoffering to the public.

"Underwritten Shelf Take-Down Notice" has the meaning set forth in Section 2.02(f)(ii).

"Valid Business Reason" has the meaning set forth in Section 2.01(b).

"Warrants" means the warrants, exercisable for shares of Common Stock, issued on the date hereof as contemplated by the Securities Purchase Agreement.

"Well-Known Seasoned Issuer" means a "well-known seasoned issuer" as defined in Rule 405 promulgated under the Securities Act.

SECTION 1.02. Other Interpretive Provisions. (a) In this Agreement, except as otherwise provided:

(i) A reference to an Article, Section, Schedule or Exhibit is a reference to an Article or Section of, or Schedule or Exhibit to, this Agreement, and references to this Agreement include any recital in or Schedule or Exhibit to this Agreement.

(ii) The Schedules and Exhibits form an integral part of and are hereby incorporated by reference into this Agreement.

(iii) Headings and the Table of Contents are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

(iv) Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine and vice versa, and words importing persons include corporations, associations, partnerships, joint ventures and limited liability companies and vice versa.

(v) Unless the context otherwise requires, the words "hereof" and "herein," and words of similar meaning refer to this Agreement as a whole and not to any particular Article, Section or clause. The words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation."

(vi) A reference to any legislation or to any provision of or form or rule promulgated under any legislation shall include any amendment, modification, substitution or re-enactment thereof.

ARTICLE II

REGISTRATION RIGHTS

SECTION 2.01. Demand Registration.

(a) Request for Demand Registration. Subject to the terms and conditions of this Agreement, upon the earlier of (i) March 31, 2021 and (ii) the date the Board of Directors determines to abandon the strategic alternatives process announced in its earnings release for the quarter ended September 30, 2019 (the "Specified Date"), a Requesting Holder (or Requesting Holders, as the case may be) holding Registrable Securities with a liquidation preference or market value (calculated based on the good faith estimate of the Requesting Holder) of at least $20 million (or, if less, all such Registered Holder's Registrable Securities) may make a written request (a "Demand Registration Notice") to the Company to register, and the Company shall register, under the Securities Act (other than pursuant to a Registration Statement on Form S-4 or S-8), in accordance with the terms of this Agreement, the number of Registrable Securities stated in such request (a "Demand Registration"); provided, however, and subject to the provisions of Section 2.12, that the Company shall not be obligated to effect any Demand Registration if the Registrable Securities that the Requesting Holder (or Requesting Holders, as the case may be) proposes to sell in such Demand Registration are already covered by an existing and effective Shelf Registration Statement which may be utilized for the offering and sale of the Registrable Securities requested to be registered. Each request for a Demand Registration by a Requesting Holder (or Requesting Holders, as the case may be) shall state the amount of the Registrable Securities proposed to be sold and the intended method of disposition thereof. The Company shall effect such Demand Registration using the appropriate SEC form.

(b) Limitations on Demand Registrations. If the Board of Directors, in its good faith judgment, determines that the registration of Registrable Securities pursuant to a Demand Registration, or the amendment or supplement of a Registration Statement filed pursuant to a Demand Registration, would materially interfere with any financing, acquisition, corporate reorganization or merger or other transaction involving the Company or would require the Company to make an Adverse Disclosure, or that suspension of such registration is necessary to prepare, obtain or have audited any financial statements or other financial information required by law or SEC regulations to be included or incorporated by reference in the Registration Statement or Prospectus (each, a "Valid Business Reason"), and the Company furnishes to the Requesting Holder (or Requesting Holders, as the case may be) a certificate signed by the Chief Executive Officer and/or the Chief Financial Officer of the Company (or persons in substantially equivalent positions) stating that a Valid Business Reason exists (the "Postponing Officer's Certificate"), (i) the Company may postpone the filing or effectiveness of the Registration Statement (but not the preparation of the Registration Statement) relating to such Demand Registration and (ii) in the case of a Registration Statement that has been filed with respect to a Demand Registration, the Company may postpone amending or supplementing such Registration Statement, in the case of clauses (i) and (ii) above until such Valid Business Reason ceases to exist (a "Demand Suspension"), but in no event shall any such postponement be for more than ninety (90) consecutive days after the date of the Demand Registration Notice or, if later, the occurrence of the Valid Business Reason. For the avoidance of doubt, it is understood and agreed that the Postponing Officer's Certificate shall contain no information about the Valid

Business Reason or the Adverse Disclosure, and shall merely state that a Valid Business Reason exists. In the event of any such postponement, the Requesting Holder (or requesting Holders, as the case may be) initiating such Demand Registration shall be entitled to withdraw the Demand Registration request by delivering written notice to the Company within five (5) days of receipt of a Postponing Officer's Certificate. In addition to the Postponing Officer's Certificate discussed above, the Company shall promptly give written notice to the Requesting Holder (or Requesting Holders, as the case may be) once the Valid Business Reason for such postponement no longer exists. Notwithstanding anything to the contrary contained herein, the Company may not postpone a filing, amendment or supplement or suspend the use of a Shelf Registration Statement pursuant to Section 2.02(e) or pursuant to this Section 2.01(b) due to a Valid Business Reason more than two (2) times, or for more than an aggregate of ninety (90) days, in all such cases, during any 12-month period. Each Holder shall keep confidential the fact that a Demand Registration Notice was made and, if applicable, a Demand Suspension is in effect, the Postponing Officer's Certificate and its contents unless and until otherwise notified by the Company, except (A) for disclosure to such Holder's directors, officers, employees, agents and professional advisers who reasonably need to know such information for purposes of assisting the Holder with respect to its investment in the Company Shares and agree to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are publicly disclosed by the Company or any of its Subsidiaries or any other Person that, to the actual knowledge of such Holder, was not subject to an obligation or duty of confidentiality to the Company and its Subsidiaries, (D) as required by law, rule or regulation, provided that the Holder gives prior written notice to the Company of such requirement and the contents of the proposed disclosure to the extent it is permitted to do so under applicable law, and (E) for disclosure to any other Holder.

(c) Incidental or "Piggy-Back" Rights with Respect to a Demand Registration. Each of the Holders (other than the Requesting Holder(s) that requested the relevant Demand Registration under Section 2.01(a)) may offer such Holder's Registrable Securities under any such Demand Registration pursuant to this Section 2.01(c). The Company shall (i) as promptly as practicable, but in no event later than five (5) Business Days after the receipt of a request for a Demand Registration from any Requesting Holder(s), give written notice thereof to all of the Holders (other than such Requesting Holder(s)), which notice shall specify the number of Registrable Securities subject to the request for Demand Registration, the name of the Requesting Holder(s) and the intended method of disposition of such Registrable Securities and (ii) subject to Section 2.01(f), include in the Registration Statement filed pursuant to such Demand Registration all of the Registrable Securities requested by such Holders for inclusion in such Registration Statement from whom the Company has received a written request for inclusion therein within five (5) days after the receipt by such Holders of such written notice referred to in clause (i) above. Each such request by such Holders shall specify the number of Registrable Securities proposed to be registered. Any Holder may waive its rights under this Section 2.01(c) prior to the expiration of such five (5) day period by giving written notice to the Company.

(d) Effective Demand Registration. Subject to Sections 2.01(a) and (b), the Company shall use its reasonable best efforts to file a Registration Statement relating to the Demand Registration as promptly as practicable (but in no event later than thirty (30) days after it receives a Demand Registration Notice under Section 2.01(a) hereof), and shall use its reasonable best efforts to cause such Registration Statement to become effective as promptly as practicable thereafter (but in no event later than sixty (60) days after it shall have filed such Registration Statement, unless it is not practicable to do so due to circumstances directly relating to outstanding comments of the Commission relating to such Registration Statement; provided that the Company is using its reasonable best efforts to address any such comments as promptly as possible). Except as provided herein, the Company shall use its reasonable best efforts to keep any Demand Registration filed pursuant to Section 2.01(a) continuously effective under the Securities Act until the earliest of (i) one hundred eighty (180) days after the date it first becomes effective, (ii) the date on which this Agreement terminates under Section 3.01 with respect to all Participating Holders and (iii) the date on which all Registrable Securities included in such Registration Statement have been sold pursuant to the Registration Statement or the Registrable Securities registered hereunder cease to be Registrable Securities.

(e) Withdrawal. Each Participating Holder (including the Requesting Holder(s)) shall be permitted to withdraw all or part of its Registrable Securities from a Demand Registration at any time prior to the time the Commission declares the Registration Statement effective by giving written notice to the Company of its request to withdraw. Except as provided herein, each Participating Holder shall be responsible for its own fees and expenses of counsel and financial advisors and their internal administrative and similar costs, as well as their respective *pro rata* shares of underwriters' commissions and discounts, which shall not constitute Registration Expenses.

(f) Underwriting Procedures. If the Requesting Holder(s) making a Demand Registration request under Section 2.01(a) so elect in the Demand Registration Notice, the Company shall use its reasonable best efforts to cause the offering made pursuant to such Demand Registration pursuant to this Section 2.01 to be in the form of a firm commitment underwritten offering. In connection with any Demand Registration under this Section 2.01 involving an underwritten offering, none of the Registrable Securities held by any Holder making a request for inclusion of such Registrable Securities pursuant to Sections 2.01(a) and (c) shall be included in such underwritten offering unless, at the request of the underwriters for such Demand Registration, such Holder enters into an underwriting agreement pursuant to the terms of Section 2.06(a) hereof and then only in such quantity as set forth below. If the managing underwriter or underwriters of any proposed Demand Registration informs the Holders that have requested to participate in such Demand Registration that, in its or their good faith opinion, the number of securities which such Holders intend to include in such offering exceeds the Maximum Offering Size, then the Company shall include in such registration: (i) first, Registrable Securities that are requested to be included in such registration pursuant to Sections 2.01(a) and 2.01(c), *pro rata* on the basis of the relative number of Registrable Securities owned at such time by each Holder seeking to participate in the Demand Registration; and (ii) second, after all of the Registrable Securities requested to be included in clause (i) are included, the Company Shares or other securities to be issued by the Company or held by any holder thereof with a contractual right to include such Company Shares or other securities in such registration that can be sold without having the adverse effect referred to above, *pro rata* on a basis based on the number of Company Shares or other securities proposed to be registered by each such Person. The Holders of a majority of the Registrable Securities to be included in any Demand Registration shall have the right to select, subject to the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed), the managing underwriter or underwriters to administer such offering.

(g) Certain Undertakings. Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause (i) each Demand Registration Statement (as of the effective date thereof), any amendment thereof (as of the effective date thereof) or supplement thereto (as of its date), (A) to comply in all material respects with applicable SEC Guidance and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, and (ii) any related Prospectus (including any preliminary Prospectus) or Issuer Free Writing Prospectus and any amendment thereof or supplement thereto, as of its date, (A) to comply in all material respects with applicable SEC Guidance and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading; provided, however, the Company shall have no such obligations or liabilities with respect to any written information pertaining to any Holder and furnished in writing to the Company by or on behalf of such Holder specifically for inclusion therein.

SECTION 2.02. Shelf Registration.

(a) Initial Shelf Registration. No later than fifteen (15) Business Days after the Specified Date, the Company shall file with the Commission a Shelf Registration Statement on Form S-3 covering the resale of all Registrable Securities, and shall use its reasonable best efforts to cause such Shelf Registration Statement to become effective as promptly as practicable (but in no event later than ninety (90) days after it shall have filed such Shelf Registration Statement (or the 30th day if the Commission does not review the Registration Statement), unless it is not practicable to do so due to circumstances directly relating to outstanding comments of the Commission relating to such Shelf Registration Statement; provided that the Company is using its reasonable best efforts to address any such comments as promptly as possible). If at the time of filing of such Shelf Registration Statement the Company is eligible for use of an Automatic Shelf Registration Statement, then such Shelf Registration Statement shall be filed as an Automatic Shelf Registration Statement in accordance with Section 2.02(g). The Shelf Registration Statement described in this Section 2.02(a) shall relate to the offer and sale of the Registrable Securities by the Holders thereof from time to time in accordance with the methods of distribution set forth in the applicable Shelf Registration Statement (hereinafter the "Shelf Registration"). The Company shall use its reasonable best efforts to address any comments from the Commission regarding such Shelf Registration Statement and to advocate with the Commission for the Registration of all Registrable Securities in accordance with SEC Guidance (it being understood that the Company shall not be required to institute or maintain any action, suit or proceeding against the Commission or any member of the staff of the Commission). Notwithstanding the foregoing, if the Commission or SEC Guidance prevents the Company from including any or all of the Registrable Securities on any Shelf Registration Statement, such Shelf Registration Statement shall include the resale of a number of Registrable Securities which is equal to the maximum amount permitted by the Commission. In such event, the number of Registrable Securities to be included for each Holder in the applicable Shelf Registration Statement shall be reduced pro rata among all Holders.

(b) Holder Information to be Provided. The Company will give notice of its intention to file the Shelf Registration Statement to the Holders at least ten (10) Business Days prior to the intended filing date of the Shelf Registration Statement. Each Holder of Registrable Securities agrees to deliver such information regarding the distribution of such securities and such other information relating to such Holder and its ownership of Registrable Securities as the Company may reasonably request in writing, if any, to the Company at least five (5) Business Days prior to the anticipated filing date of the Shelf Registration Statement. If a Holder does not provide all such information the Company may reasonably request (a "Non-Complying Holder"), that Holder will not be named as a selling securityholder in the Prospectus and will not be permitted to sell its securities under the Shelf Registration Statement. From and after the effective date of the Shelf Registration Statement, the Company shall use reasonable best efforts, as promptly as is practicable after a Non-Complying Holder delivers the information required pursuant to the previous two sentences, (i) if required by applicable law, to file with the Commission a post-effective amendment to the Shelf Registration Statement; and, if the Company shall file a post-effective amendment to the Shelf Registration Statement, use reasonable best efforts to cause such post-effective amendment to be declared effective under the Securities Act as promptly as is practicable; or (ii) to prepare and, if permitted or required by applicable law, to file a supplement to the related Prospectus or an amendment or supplement to any document incorporated therein by reference or file any other required document so that the Non-Complying Holder is named as a selling securityholder in the Shelf Registration Statement and the related Prospectus, and so that such Holder is permitted to deliver such Prospectus to purchasers of the Registrable Securities in accordance with applicable law; provided, that the Company shall not be required to file more than one post-effective amendment under this clause (b) in any calendar quarter or to file a supplement or post-effective amendment during any Shelf Suspension (but shall be required to make such filing as soon as practicable thereafter).

(c) Continued Effectiveness. Except as provided herein, the Company shall use its reasonable best efforts to keep any Shelf Registration Statement filed pursuant to Section 2.02(a) continuously effective under the Securities Act until the earliest of (i) the date as of which all Registrable Securities have been sold pursuant to such Shelf Registration Statement or another Registration Statement filed under the Securities Act (but in no event prior to the applicable period referred to in Section 4(a)(3) of the Securities Act and Rule 174 thereunder), (ii) the date on which this Agreement terminates under Section 3.01 with respect to all Participating Holders, (iii) the date on which all Registrable Securities included in such Shelf Registration Statement cease to be Registrable Securities and (iv) such shorter period as all of the Participating Holders with respect to such Shelf Registration shall agree in writing.

(d) Certain Undertakings. Notwithstanding any other provisions of this Agreement to the contrary, the Company shall cause (i) each Shelf Registration Statement (as of the effective date of such Shelf Registration Statement), any amendment thereof (as of the effective date thereof) or supplement thereto (as of its date), (A) to comply in all material respects with applicable SEC Guidance and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, and (ii) any related Prospectus (including any preliminary Prospectus) or Issuer Free Writing Prospectus and any amendment thereof or supplement thereto, as of its date, (A) to comply in all material respects with applicable SEC Guidance and (B) not to contain any untrue statement of a material fact or omit to state a material fact required to be

stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not misleading; provided, however, the Company shall have no such obligations or liabilities with respect to any written information pertaining to any Holder and furnished in writing to the Company by or on behalf of such Holder specifically for inclusion therein. The Company agrees, to the extent necessary, to supplement or make amendments to each Shelf Registration Statement if required by the registration form used by the Company for the applicable Registration or by SEC Guidance, or as may reasonably be requested by any Participating Holder to permit such Participating Holders intended method of distribution.

(e) Suspension of Registration. If the Board of Directors, in its good faith judgment, determines that a Valid Business Reason shall exist to postpone the filing, amendment, or supplement, or suspend the use, of a Shelf Registration Statement filed pursuant to Section 2.02(a) and the Company furnishes to the Participating Holder (or Holders, as the case may be) a certificate signed by the Chief Executive Officer and/or the Chief Financial Officer of the Company (or persons in substantially equivalent positions) (the "Suspending Officer's Certificate"), then the Company may postpone the filing, amendment or supplement (but not the preparation thereof), and/or suspend use, of such Shelf Registration Statement (a "Shelf Suspension"); provided, however, that in no event shall such postponement or suspension be for more than ninety (90) days after the date of the Suspending Officer's Certificate. The Company shall not be permitted to exercise a Shelf Suspension or a Demand Suspension more than two (2) times in the aggregate in any 12-month period nor may the aggregate length of all such Shelf Suspensions and Demand Suspensions during any 12-month period exceed ninety (90) days. Each Holder agrees that, upon delivery of a Suspending Officer's Certificate, such Holder will forthwith discontinue disposition of Registrable Securities pursuant to the applicable Shelf Registration Statement until the Company informs such Holder in accordance with this Section 2.02(e), that the Shelf Suspension has been terminated. For the avoidance of doubt, it is understood and agreed that the Suspending Officer's Certificate shall contain no information about the Valid Business Reason or the Adverse Disclosure, and shall merely state that a Valid Business Reason exists. Each Holder shall keep confidential the fact that a Shelf Suspension is in effect, the Suspending Officer's Certificate and its contents unless and until otherwise notified by the Company, except (A) for disclosure to such Holder's employees, agents and professional advisers who reasonably need to know such information for purposes of assisting the Holder with respect to its investment in the Company Shares and agree to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are publicly disclosed by the Company or any of its Subsidiaries or any other Person that, to the actual knowledge of such Holder, was not subject to an obligation or duty of confidentiality to the Company and its Subsidiaries, (D) as required by law, rule or regulation; provided that the Holder gives prior written notice to the Company of such requirement and the contents of the proposed disclosure to the extent it is permitted to do so under applicable law, and (E) for disclosure to any other Holder. In the case of a Shelf Suspension, the Holders agree to suspend use of the applicable Prospectus and any Issuer Free Writing Prospectus in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon delivery of the Suspending Officer's Certificate. The Company shall promptly notify the Holders upon the termination of any Shelf Suspension, amend or supplement the Prospectus and any Issuer Free Writing Prospectus, if necessary, so it does not contain a material misstatement of fact or omit to state a material fact required to be

stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading and furnish to the Holders such numbers of copies of the Prospectus and any Issuer Free Writing Prospectus as so amended or supplemented as the Holders may reasonably request. The Company agrees, if necessary, to supplement or make amendments to each Shelf Registration Statement if required by the registration form used by the Company for the applicable Registration or by SEC Guidance, or as may reasonably be requested by any Holder.

(f) Shelf Take-Downs.

(i) Subject to Section 2.12 and this Section 2.02(f), an offering or sale of Registrable Securities pursuant to a Shelf Registration Statement (each, a "Shelf Take-Down") may be initiated by any Holder (or Holders, as the case may be) that has Registrable Securities registered for sale on such Shelf Registration Statement. The Company shall effect such Shelf Take-Down as promptly as practicable in accordance with this Agreement and except as set forth in Section 2.02(f)(iii) with respect to Marketed Underwritten Shelf Take-Downs, each such Requesting Holder shall not be required to permit the offer and sale of Registrable Securities by other Holders in connection with any such Shelf Take-Down initiated by such Requesting Holder(s).

(ii) Subject to Section 2.12, if the Requesting Holder(s) so elects by written request to the Company, a Shelf Take-Down, with respect to which the anticipated aggregate offering price to the public (calculated based upon the fair market value of the Registrable Securities as determined in good faith by the Requesting Holder) of the Registrable Securities that the Requesting Holder(s) request to include in such Shelf Take-Down is at least $20 million, shall be in the form of an Underwritten Offering (an "Underwritten Shelf Take-Down Notice"), and the Company shall amend or supplement the applicable Shelf Registration Statement for such purpose as soon as practicable. Subject to clause (iii) below, such Requesting Holder(s) shall have the right to select, subject to the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed), the managing underwriter or underwriters to administer such offering.

(iii) If the plan of distribution for any Underwritten Shelf Take-Down Notice includes a customary "road show" (including an "electronic road show") or other substantial marketing effort by the Company and the underwriters over a period expected not to exceed 48 hours (a "Marketed Underwritten Shelf Take-Down"), upon delivery of such Underwritten Shelf Take-Down Notice (but in no event more than five (5) Business Days thereafter), the Company shall promptly deliver a written notice (a "Marketed Underwritten Shelf Take-Down Notice") of such Marketed Underwritten Shelf Take-Down to all Holders with Registrable Securities on the Shelf Registration Statement (other than the Requesting Holder(s)), and the Company shall include in such Marketed Underwritten Shelf Take-Down all such Registrable Securities of such Holders that are Registered on such Shelf Registration Statement for which the Company has received written requests, which requests must specify the aggregate amount of such Registrable Securities of such Holder to be offered and sold pursuant to such Marketed Underwritten Shelf Take-Down, for inclusion therein within five (5) days after the date that such Marketed Underwritten Shelf Take-Down Notice has been delivered; provided, that if the managing underwriter or underwriters of any proposed Marketed Underwritten Shelf Take-

Down informs the Holders that have requested to participate in such Marketed Underwritten Shelf Take-Down that, in its or their good faith opinion, the number of securities which such Holders intend to include in such offering exceeds the Maximum Offering Size, then the Company shall include in such registration: (i) first, Registrable Securities that are requested to be included in such registration by the Requesting Holder and the other Holders pursuant to this Section 2.02(f)(iii), pro rata on the basis of the relative number of Registrable Securities owned at such time by each Holder seeking to participate in the Marketed Underwritten Shelf Take-Down; and (ii) second, after all of the Registrable Securities requested to be included in clause (i) are included, the Company Shares or other securities to be issued by the Company or held by any holder thereof with a contractual right to include such Company Shares or other securities in such registration that can be sold without having an adverse effect on such Marketed Underwritten Shelf Take-Down, pro rata on a basis based on the number of Company Shares or other securities to be sold. The Holders of a majority of the Registrable Securities to be included in any Marketed Underwritten Shelf Take-Down shall have the right to select, subject to the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed), the managing underwriter or underwriters to administer such offering. No holder of securities of the Company shall be permitted to include such holder's securities in any Marketed Underwritten Shelf Take-Down except for Holders who timely request, in accordance with this clause (iii), to include Registrable Securities in such Marketed Underwritten Shelf Take-Down.

(iv) Each Holder shall be permitted to withdraw all or part of its Registrable Securities from a Shelf Take-Down at any time prior to the sale of the Registrable Securities (in the case of a non-Underwritten Shelf Take-Down) or execution of the underwriting agreement (in the case of an Underwritten Shelf Take-Down), in each case by giving written notice to the Company of its request to withdraw. The Company shall pay all Registration Expenses in connection with a Shelf Take-Down; provided that in no event shall the Company be required to effect more than three (3) Underwritten Shelf Take-Downs or two (2) Marketed Underwritten Shelf Take-Downs, in each case, in any 12 month period.

(v) Each Holder shall keep confidential the fact that a Shelf Take-Down is occurring unless and until otherwise notified by the Company, except (A) for disclosure to such Holder's employees, agents and professional advisers who reasonably need to know such information for purposes of assisting the Holder with respect to its investment in the Company Shares and agree to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are publicly disclosed by the Company or any of its Subsidiaries or any other Person that, to the actual knowledge of such Holder, was not subject to an obligation or duty of confidentiality to the Company and its Subsidiaries, (D) as required by law, rule or regulation; provided that the Holder gives prior written notice to the Company of such requirement and the contents of the proposed disclosure to the extent it is permitted to do so under applicable law, and (E) for disclosure to any other Holder.

(g) Automatic Shelf Registration Statements. Subject to Sections 2.01(a), 2.02(a) and 2.02(b), upon the Company becoming aware that it has become a Well-Known Seasoned Issuer (it being understood that the Company shall independently verify whether it has become a Well-Known Seasoned Issuer at the end of each calendar month ending after the third

anniversary of this Agreement), (i) the Company shall give written notice of its intent to file an Automatic Shelf Registration Statement to all of the Holders as promptly as practicable but in no event later than ten (10) Business Days prior to the intended filing date of such Automatic Shelf Registration Statement, and (ii) the Company shall as promptly as practicable and subject to any Shelf Suspension, Register, under an Automatic Shelf Registration Statement, the sale of all of the Registrable Securities in accordance with the terms of this Agreement. The Company shall use its reasonable best efforts to file such Automatic Shelf Registration Statement as promptly as practicable but in no event later than thirty (30) Business Days after it becomes a Well-Known Seasoned Issuer, and to cause such Automatic Shelf Registration Statement to remain effective thereafter until the earlier of the date (x) on which all of the securities covered by such Shelf Registration Statement are no longer Registrable Securities and (y) on which the Company cannot extend the effectiveness of such Shelf Registration Statement because it is no longer eligible for use of Form S-3. The Company shall give written notice of filing such Registration Statement to all of the Holders as promptly as practicable thereafter. At any time after the filing of an Automatic Shelf Registration Statement by the Company, if it is reasonably likely that it will no longer be a Well-Known Seasoned Issuer as of a future determination date (the "Determination Date"), as promptly as practicable, the Company shall (A) give written notice thereof to all of the Holders and (B) use its reasonable best efforts to file a Registration Statement with respect to a Shelf Registration in accordance with this Section 2.02, treating all selling stockholders identified as such in the Automatic Shelf Registration Statement (and amendments or supplements thereto) as Requesting Holders and use its reasonable best efforts to have such Registration Statement declared effective. Any Registration pursuant to this Section 2.02(g) shall be deemed a Shelf Registration for purposes of this Agreement; provided, however that any Registration pursuant to this Section 2.02(g) shall not be counted as an additional Demand Registration for purposes of subclause (i) in Section 2.01(a).

SECTION 2.03. Piggyback Registration.

(a) Participation. If at any time, the Company proposes to file a Registration Statement with respect to any offering of its equity securities of the same class as any class of outstanding Registrable Securities for its own account or for the account of any other Persons (other than pursuant to (i) a Registration Statement filed under Section 2.01 or Section 2.02, it being understood that this clause (i) does not limit the rights of Holders to make written requests pursuant to Section 2.01 or Section 2.02 or otherwise limit the applicability thereof, except as otherwise provided herein, (ii) a Registration Statement on Form S-4 or Form S-8, (iii) a Registration of securities solely (a) relating to an offering and sale to employees, directors or consultants of the Company or its Subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement or (b) solely for the sale of securities, the proceeds of which will be used solely to fund an acquisition, (iv) a Registration not otherwise covered by clause (ii) above pursuant to which the Company is offering to exchange its own securities for other securities, (v) a Registration Statement relating solely to dividend reinvestment or similar plans or (vi) a Shelf Registration Statement pursuant to which only the initial purchasers and subsequent transferees of debt securities of the Company or any of its Subsidiaries that are convertible or exchangeable for Company Shares and that are initially issued pursuant to Rule 144A and/or Regulation S (or any successor provisions) of the Securities Act may resell such debt securities and sell the Company Shares into which such debt securities may be converted or exchanged) (any such offering, other than pursuant to a Registration described in the foregoing

clauses (i)-(vi), a "Company Public Sale"), then, (A) as soon as practicable (but in no event less than fifteen (15) days prior to the proposed date of filing of such Registration Statement), the Company shall give written notice of such proposed filing to all Holders of Registrable Securities of such Class, and such notice shall offer each Holder the opportunity to Register under such Registration Statement such number of Registrable Securities of such class as such Holder may request in writing delivered to the Company within five (5) Business Days of delivery of such written notice by the Company. Subject to Section 2.03(b), the Company shall use reasonable best efforts to include in such Registration Statement all such Registrable Securities that are requested by Holders to be included therein in compliance with the immediately foregoing sentence (a "Piggyback Registration"); provided, that if at any time after giving written notice of its intention to Register any equity securities and prior to the effective date of the Registration Statement filed in connection with such Piggyback Registration, the Company shall determine for any reason not to Register or to delay Registration of the equity securities covered by such Piggyback Registration, the Company shall give written notice of such determination to each Holder that had requested to Register its, his or her Registrable Securities in such Registration Statement and, thereupon, (1) in the case of a determination not to Register, shall be relieved of its obligation to Register any Registrable Securities in connection with such Registration (but not from its obligation to pay the Registration Expenses in connection therewith, to the extent payable) and (2) in the case of a determination to delay Registering, shall be permitted to delay Registering any Registrable Securities, for the same period as the delay in Registering the other equity securities covered by such Piggyback Registration. If the offering pursuant to such Registration Statement is to be underwritten, the Company shall so advise the Holders as a part of the written notice given pursuant this Section 2.03(a), and each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) must, and the Company shall make such arrangements with the managing underwriter or underwriters so that each such Holder may, participate in such Underwritten Offering, subject to the conditions of Section 2.03(b). If the offering pursuant to such Registration Statement is to be on any other basis, the Company shall so advise the Holders as part of the written notice given pursuant to this Section 2.03(a), and each Holder making a request for a Piggyback Registration pursuant to this Section 2.03(a) must, and the Company shall make such arrangements so that each such Holder may, participate in such offering on such basis, subject to the conditions of Section 2.03(b). Each Holder shall be permitted to withdraw all or part of its Registrable Securities from a Piggyback Registration at any time prior to the effectiveness of such Registration Statement.

(b) Priority of Piggyback Registration. If the managing underwriter or underwriters of any proposed Underwritten Offering of Registrable Securities included in a Piggyback Registration informs the Company and the Holders that have requested to participate in such Piggyback Registration in writing that, in its or their good-faith opinion, the number of securities which such Holders and any other Persons intend to include in such offering exceeds the Maximum Offering Size, then the aggregate number of securities to be included in such Registration shall be (i) first, all of the securities that the Company proposes to sell, (ii) second, the number of Registrable Securities that, in the good-faith opinion of such managing underwriter or underwriters, can be sold without exceeding the Maximum Offering Size, which number shall be allocated pro rata on the basis of the relative number of Registrable Securities owned at such time by each Holder seeking to participate in the Demand Registration and (iii) third, any other securities eligible for inclusion in such Registration that, in the good-faith opinion of the managing underwriter or underwriters, can be sold without exceeding the Maximum Offering Size.

(c) Each Holder shall keep confidential the fact that a Public Company Sale is occurring unless and until otherwise notified by the Company, except (A) for disclosure to such Holder's employees, agents and professional advisers who reasonably need to know such information for purposes of assisting the Holder with respect to its investment in the Company Shares and agree to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who have agreed to keep such information confidential, (C) if and to the extent such matters are publicly disclosed by the Company or any of its Subsidiaries or any other Person that, to the actual knowledge of such Holder, was not subject to an obligation or duty of confidentiality to the Company and its Subsidiaries, (D) as required by law, rule or regulation; provided that the Holder gives prior written notice to the Company of such requirement and the contents of the proposed disclosure to the extent it is permitted to do so under applicable law, and (E) for disclosure to any other Holder.

(d) No Effect on Demand and Shelf Registrations. Subject to the provisions of this Agreement, no Registration of Registrable Securities effected pursuant to a request under this Section 2.03 shall be deemed to have been effected pursuant to Section 2.01 or Section 2.02 or shall relieve the Company of its obligations under Section 2.01 or Section 2.02.

SECTION 2.04. Black-out Periods.

(a) Black-out Periods for Holders. In the case of any Company Public Sale or an offering of Registrable Securities pursuant to Section 2.01 or Section 2.02 that is an Underwritten Offering, each Participating Holder agree with the Company, if requested by the managing underwriter or underwriters in such Underwritten Offering, to execute a lock-up agreement in customary form, in which such Holder may be required to agree not to (1) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Company Shares (including Company Shares that may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Commission and Company Shares that may be issued upon exercise of any Company Share Equivalents) or securities convertible into or exercisable or exchangeable for Company Shares or (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Company Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Company Shares or other securities, in cash or otherwise, in each case, during the period reasonably requested by the managing underwriter or underwriters after the date of the commencement of such Underwritten Offering, to the extent timely notified in writing by the Company or the managing underwriter or underwriters; provided, that the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on (A) the Company, (B) the Chief Executive Officer and/or the Chief Financial Officer of the Company (or persons in substantially equivalent positions), in their capacities as such, or (C) any Participating Holder that participates in such offering; provided, further, that nothing herein will prevent any Participating Holder that is a partnership, limited liability company, corporation or other entity

from making a distribution of Registrable Securities to the partners, members, stockholders or other equity holders thereof or a transfer to Affiliates that are otherwise in compliance with the applicable securities laws, so long as such distributees or transferees agree to be bound by the restrictions set forth in this Section 2.04(a), or from participating in any merger, acquisition or similar change of control transaction. Notwithstanding the foregoing, any lock-up agreement to be executed shall contain additional exceptions as may be agreed by the Participating Holders and the managing underwriter. This Section 2.04 shall not prohibit any transaction by any Participating Holder that is permitted by its lock-up agreement entered into in connection with an Underwritten Offering with the managing underwriter or underwriters in such Underwritten Offering (as such lock-up agreement is modified or waived by such managing underwriter or underwriters from time to time). The Company may impose stop-transfer instructions with respect to the Company Shares (or other securities) subject to the foregoing restriction until the end of the period referenced above. Notwithstanding anything to the contrary in this Agreement, and subject to Section 2.12, the time periods for which the Company shall be required to maintain the effectiveness of a Registration Statement or otherwise effect an offering of securities pursuant to Section 2.01 or Section 2.02 shall be extended for a period equal to the lock-up period required under this Section 2.04(a) to the extent any Holder makes a request for an offering or sale of securities under any such provision while any lock-up provision is in effect.

(b) Black-out Period for the Company. In the case of an offering of Registrable Securities pursuant to Section 2.01 or Section 2.02 that is an Underwritten Offering in which the Holders are proposing to sell at least $30 million of Registrable Securities (based on liquidation preference or market value calculated based on the good faith estimate of the Company), the Company agrees, if requested by the managing underwriter or underwriters in such Underwritten Offering, not to (1) offer for sale, sell, pledge, or otherwise dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Company Shares (and any Company Shares that may be issued upon exercise of any Company Share Equivalents) or securities convertible into or exercisable or exchangeable for Company Shares or (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Company Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Company Shares or other securities, in cash or otherwise, in each case, during the period beginning seven (7) days before and ending ninety (90) days after the date of the commencement of such Underwritten Offering (or such lesser period as may be reasonably requested by the managing underwriter or underwriters), to the extent timely notified in writing by a Requesting Holder or the managing underwriter or underwriters, as the case may be; provided, that the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on (i) the Chief Executive Officer and/or the Chief Financial Officer of the Company (or persons in substantially equivalent positions), in their capacities as such, or (ii) any Participating Holder that participates in such offering. If requested by the managing underwriter or underwriters of any such Underwritten Offering, the Company shall execute a separate lock-up agreement to the foregoing effect. This Section 2.04 shall not prohibit any transaction by the Company that is permitted by its lock-up agreement or provision in an underwriting agreement or otherwise entered into in connection with an Underwritten Offering with the managing underwriter or underwriters in such Underwritten Offering (as such lock-up agreement or provision is modified or waived by such managing underwriter or underwriters from time to time). Notwithstanding

the foregoing, the Company may effect a public sale or distribution of securities of the type described above and during the periods described above if such sale or distribution is made pursuant to registrations on Form S-4 or Form S-8 or as part of any registration of securities for offering and sale to employees, directors or consultants of the Company and its Subsidiaries pursuant to any employee stock plan or other employee benefit plan arrangement.

SECTION 2.05. Registration Procedures.

(a) In connection with the Company's Registration obligations under Sections 2.01, 2.02 and 2.03 and subject to the applicable terms and conditions set forth therein, the Company shall use its reasonable best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the plan of distribution requested by the Participating Holder(s) and set forth in the applicable Registration Statement as expeditiously as reasonably practicable, and in connection therewith the Company shall:

(i) prepare the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith, and before filing a Registration Statement, Prospectus or any Issuer Free Writing Prospectus, or any amendments or supplements thereto, (x) furnish to the underwriters, if any, and the Participating Holders, if any, copies of all documents prepared to be filed, and provide such underwriters and the Participating Holders and their respective counsel with a reasonable opportunity to review and comment on such documents prior to their filing and (y) not file any Registration Statement or Prospectus or amendments or supplements thereto to which any Participating Holder or the underwriters, if any, shall reasonably object; provided, that, if the Registration is pursuant to a Registration Statement on Form S-1 or Form S-3 or any similar short-form Registration Statement, the Company shall include in such Registration Statement such additional information for marketing purposes as any managing underwriter reasonably requests in writing; provided, that the Company may exclude such additional information from the Registration Statement if in its opinion, in consultation with outside legal counsel, such information contains a material misstatement of fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or would otherwise not be customary for similar offerings;

(ii) prepare and file with the Commission such pre- and post-effective amendments to such Registration Statement, supplements to the Prospectus and such amendments or supplements to any Issuer Free Writing Prospectus as may be (x) reasonably requested by any Participating Holder (to the extent such request relates to information relating to such Participating Holder), or (y) necessary to keep such Registration effective for the period of time required by this Agreement, and comply with provisions of the applicable securities laws and SEC Guidance with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement, and prior to the filing of such amendments and supplements, furnish such amendments and supplements to the underwriters, if any, and the Participating Holders, if any, and provide such underwriters and the Participating Holders and their respective counsel with an adequate and appropriate opportunity to review and comment on such amendments and supplements prior to their filing;

(iii) promptly notify the Participating Holders and the managing underwriter or underwriters, if any, and (if requested) confirm such advice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (A) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable Prospectus or Issuer Free Writing Prospectus or any amendment or supplement thereto has been filed, (B) of any written comments by the Commission or any request by the Commission or any other Governmental Authority for amendments or supplements to such Registration Statement, Prospectus or Issuer Free Writing Prospectus or for additional information, (C) of the issuance or threatened issuance by the Commission of any stop order suspending or threatening to suspend the effectiveness of such Registration Statement or any order by the Commission or any other regulatory authority preventing or suspending the use of any preliminary or final Prospectus or any Issuer Free Writing Prospectus or the initiation or threatening of any proceedings for such purposes, (D) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement cease to be true and correct in all material respects, (E) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction and (F) of the receipt by the Company of any notification with respect to the initiation or threatening of any proceeding for the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction;

(iv) promptly notify the Participating Holders and the managing underwriter or underwriters, if any, when the Company becomes aware of the happening of any event as a result of which the applicable Registration Statement, the Prospectus included in such Registration Statement (as then in effect) or any Issuer Free Writing Prospectus (when taken together with the Prospectus) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such Prospectus, any preliminary Prospectus or any Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement, Prospectus or Issuer Free Writing Prospectus in order to comply with the Securities Act and, in either case as promptly as reasonably practicable thereafter, prepare and file with the Commission, and furnish without charge to the Participating Holders and the managing underwriter or underwriters, if any, an amendment or supplement to such Registration Statement, Prospectus or Issuer Free Writing Prospectus which shall correct such misstatement or omission or effect such compliance;

(v) use its reasonable best efforts to prevent, or obtain the withdrawal of, any stop order or other order suspending the use of any preliminary or final Prospectus or any Issuer Free Writing Prospectus;

(vi) promptly incorporate in a Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment to the applicable Registration Statement such information as the managing underwriter or underwriters and the Participating Holder(s) agree should be included therein relating to the plan of distribution with respect to such Registrable Securities, and make all required filings of such Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment as soon as reasonably practicable after being notified of the matters to be incorporated in such Prospectus supplement, Issuer Free Writing Prospectus or post-effective amendment;

(vii) furnish to each Participating Holder and each underwriter, if any, without charge, as many conformed copies as such Participating Holder or underwriter may reasonably request of the applicable Registration Statement and any amendment, post-effective amendment or supplement thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including any incorporated by reference), provided, that the Company, in its discretion, may satisfy its obligation to furnish any such documents to the Participating Holders and underwriters by filing such documents with the Commission so they are publicly available on the Commission's EDGAR website;

(viii) deliver to each Participating Holder and each underwriter, if any, without charge, as many copies of the applicable Prospectus (including each preliminary Prospectus), any Issuer Free Writing Prospectus and any amendment or supplement thereto as such Participating Holder or underwriter may reasonably request (it being understood that the Company consents to the use of such Prospectus, any Issuer Free Writing Prospectus and any amendment or supplement thereto by such Participating Holder and the underwriters, if any, in connection with the offering and sale of the Registrable Securities thereby) and such other documents as such Participating Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such Participating Holder or underwriter), provided, that the Company, in its discretion, may satisfy its obligation to deliver any such documents to the Participating Holders and underwriters by filing such documents with the Commission so they are publicly available on the Commission's EDGAR website;

(ix) on or prior to the date on which the applicable Registration Statement is declared effective, use its reasonable best efforts to register or qualify, and cooperate with the Participating Holders, the managing underwriter or underwriters, if any, and their respective counsel, in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or "Blue Sky" laws of each state and other jurisdiction of the United States as any Participating Holder or managing underwriter or underwriters, if any, or their respective counsel reasonably request in writing and do any and all other acts or things reasonably necessary or advisable to keep such registration or qualification in effect for such period as required by Section 2.01(d) and Section 2.02(c), whichever is applicable, provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(x) cooperate with the Participating Holders and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends, and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters may request at least two (2) Business Days prior to any sale of Registrable Securities to the underwriters;

(xi) use its reasonable best efforts to cause the Registrable Securities covered by the applicable Registration Statement to be registered with or approved by such other Governmental 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;

(xii) make such representations and warranties to the Participating Holders and the underwriters or agents, if any, in form, substance and scope as are customarily made by issuers in secondary underwritten public offerings;

(xiii) enter into such customary agreements (including underwriting and indemnification agreements) and take all such other actions as any Participating Holder(s) or the managing underwriter or underwriters, if any, reasonably request in order to expedite or facilitate the Registration and disposition of such Registrable Securities;

(xiv) obtain for delivery to the underwriter or underwriters, if any, with copies to the Participating Holders, an opinion or opinions from counsel for the Company dated the effective date of the Registration Statement or, in the event of an Underwritten Offering, the date of the closing under the underwriting agreement, in customary form, scope and substance, which opinions shall be reasonably satisfactory to such underwriters and their respective counsel;

(xv) in the case of an Underwritten Offering, obtain for delivery to the Company and the managing underwriter or underwriters, with copies to the Participating Holders, a cold comfort letter from the Company's independent certified public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters as the managing underwriter or underwriters reasonably request, dated the date of execution of the underwriting agreement and brought down to the date of the closing of the Underwritten Offering, as specified in the underwriting agreement;

(xvi) cooperate with each Participating Holder 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 the FINRA;

(xvii) use its reasonable best efforts to comply with all applicable securities laws and make available to its security holders, as soon as reasonably practicable, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and the rules and regulations promulgated thereunder;

(xviii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(xix) use its reasonable best efforts to cause all Registrable Securities that are the Company Shares covered by the applicable Registration Statement to be listed on each securities exchange on which any of the Company Shares are then listed or quoted and on each inter-dealer quotation system on which any of the Company Shares are then quoted;

(xx) in connection with an Underwritten Offering, cause appropriate personnel of the Company and the independent public accountants who have certified its financial statements to make themselves available during normal business hours and upon reasonable advance notice, to discuss the business of the Company and to supply pertinent

financial records, pertinent corporate documents and other pertinent information, in each case as reasonably requested by any Participating Holder, by any underwriter participating in any disposition to be effected pursuant to such Registration Statement and by any attorney, accountant or other agent retained by such Participating Holder(s) or any such underwriter in connection with such Registration Statement as shall be necessary to enable them to exercise their due diligence responsibility; provided, however that any information that is not generally publicly available shall be kept confidential by such persons;

(xxi) in the case that the Commission or Company preliminarily requires that any Holder should be named as an underwriter in a Registration Statement, Prospectus, Prospectus Supplement or free writing prospectus, the Company will use commercially reasonable efforts to work with the Commission to change such determination, and in any case, the Company shall not allow any Registration Statement to become effective or file a Prospectus Supplement that names a Holder an underwriter without its prior written consent; and

(xxii) in the case of an Underwritten Offering of Registrable Securities in an amount of at least $40 million, cause appropriate officers of the Company to participate in the customary "road show" presentations that may be reasonably requested by the managing underwriter or underwriters in any such Underwritten Offering and otherwise use reasonable best efforts to facilitate, cooperate with, and participate in each proposed Underwritten Offering contemplated herein and customary selling efforts related thereto provided, that such participation shall not unreasonably interfere with the business operations of the Company. Notwithstanding anything to the contrary contained herein, in no event shall the Company be obligated to cause its officers to participate in any road show presentation occurring within one hundred twenty (120) days after the consummation of a previous Underwritten Offering that included a roadshow presentation in which officers of the Company were participants.

(b) The Company may require each Participating Holder to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Holder and its ownership of Registrable Securities as the Company may from time to time reasonably request in writing. Each Participating Holder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(c) Each Participating Holder agrees that, upon delivery of any notice by the Company of the happening of any event of the kind described in Section 2.05(a)(iii)(C), (D), or (E) or Section 2.05(a)(iv), such Participating Holder will forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement until (i) if such notice relates to an event of the kind described in Section 2.05(a)(iv), such Participating Holder's receipt of the copies of the supplemented or amended Prospectus or Issuer Free Writing Prospectus contemplated by Section 2.05(a)(iv), (ii) such Participating Holder is advised in writing by the Company that the use of the Prospectus or Issuer Free Writing Prospectus, as the case may be, may be resumed, (iii) if such notice relates to an event of the kind described in Section 2.05(a)(iii)(C) or (E), such Participating Holder is advised in writing by the Company of the termination, expiration or cessation of the applicable order or suspension and (iv) if such notice relates to an event of the kind described in Section 2.05(a)(iii)(D), such Participating Holder is advised in writing by the Company that the representations and warranties of the

Company in the applicable underwriting agreement are true and correct in all material respects. The Company may impose stop-transfer instructions with respect to the Registrable Securities subject to the foregoing restriction until the end of the period referenced above. In the event the Company shall give any such notice, the period during which the applicable Registration Statement is required to be maintained effective shall be extended by the number of days during the period 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 either receives the copies of the supplemented or amended Prospectus or Issuer Free Writing Prospectus contemplated by Section 2.05(a)(iv) or is advised in writing by the Company that the use of the Prospectus or Issuer Free Writing Prospectus may be resumed.

SECTION 2.06. Underwritten Offerings.

(a) Demand Registrations. If requested by the underwriters for any Underwritten Offering requested by any Participating Holder pursuant to a Registration under Section 2.01, the Company shall enter into an underwriting agreement with such underwriters for such offering, such agreement to be reasonably satisfactory in substance and form to the Company, each Participating Holder and the underwriters, and to contain such representations and warranties by the Company and such other terms as are generally prevailing in agreements of that type, including customary indemnities. Each Participating Holder shall cooperate reasonably with the Company in the negotiation of such underwriting agreement and shall give consideration to the reasonable suggestions of the Company regarding the form thereof. Any such Participating Holder shall be required to make representations or warranties to, and other agreements with, the Company and the underwriters in connection with such underwriting agreement as are customarily made by selling stockholders in secondary underwritten public offerings, including representations, warranties or agreements regarding such Participating Holder (but not such Participating Holder's knowledge about the Company), such Participating Holder's title to the Registrable Securities, such Participating Holder's authority to sell the Registrable Securities, such Participating Holder's intended method of distribution, absence of liens with respect to the Registrable Securities, receipt of all required consents and approvals with respect to the entry into such underwriting agreement and the sale of such Registrable Securities and any other representations required to be made by such Participating Holder under applicable law, rule or regulation, and the aggregate amount of the liability of such Participating Holder in connection with such underwriting agreement shall not exceed such Participating Holder's net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) from such Underwritten Offering.

(b) Shelf Registrations. If requested by the underwriters for any Underwritten Shelf Take-Down requested by any Holder pursuant to a Registration under Section 2.02(f), the Company shall enter into an underwriting agreement with such underwriters for such offering, such agreement to be reasonably satisfactory in substance and form to the Company, each Participating Holder and the underwriters, and to contain such representations and warranties by the Company and such other terms as are generally prevailing in agreements of that type, including customary indemnities. Each Participating Holder shall cooperate reasonably with the Company in the negotiation of such underwriting agreement and shall give consideration to the reasonable suggestions of the Company regarding the form thereof. Any such Participating Holder shall be required to make representations or warranties to, and other agreements with, the

Company and the underwriters in connection with such underwriting agreement as are customarily made by selling stockholders in secondary underwritten public offerings, including representations, warranties and agreements regarding such Participating Holder (but not such Participating Holder's knowledge about the Company), such Participating Holder's title to the Registrable Securities, such Participating Holder's authority to sell the Registrable Securities, such Participating Holder's intended method of distribution, absence of liens with respect to the Registrable Securities, receipt of all required consents and approvals with respect to the entry into such underwriting agreement and the sale of such Registrable Securities and any other representations required to be made by such Participating Holder under applicable law, rule or regulation, and the aggregate amount of the liability of such Participating Holder in connection with such underwriting agreement shall not exceed such Participating Holder's net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) from such Underwritten Offering.

(c) Piggyback Registrations. If the Company proposes to Register any of its securities under the Securities Act as contemplated by Section 2.03 and such securities are to be distributed in an Underwritten Offering through one or more underwriters, the Company shall, if requested by any Holder pursuant to Section 2.03 and subject to the provisions of Section 2.03(b), use its reasonable best efforts to arrange for such underwriters to include on the same terms and conditions that apply to the other sellers in such Registration all the Registrable Securities of the relevant class to be offered and sold by such Holder among the securities of the Company to be distributed by such underwriters in such Registration. Any such Participating Holder shall not be required to make any representations or warranties to, or agreements with, the Company or the underwriters in connection with such underwriting agreement other than customary representations, warranties or agreements regarding such Participating Holder (but not such Participating Holder's knowledge about the Company), such Participating Holder's title to the Registrable Securities, such Participating Holder's authority to sell the Registrable Securities, such Participating Holder's intended method of distribution, absence of liens with respect to the Registrable Securities, receipt of all required consents and approvals with respect to the entry into such underwriting agreement and the sale of such Registrable Securities or any other representations required to be made by such Participating Holder under applicable law, rule or regulation, and the aggregate amount of the liability of such Participating Holder in connection with such underwriting agreement shall not exceed such Participating Holder's net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) from such Underwritten Offering.

(d) Participation in Underwritten Registrations. Subject to the provisions of Sections 2.06(a),(b) and (c) above, no Person may participate in any Underwritten Offering hereunder unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled to approve such arrangements and (ii) completes and executes all questionnaires, custody agreements, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

(e) Price and Underwriting Discounts. In the case of an Underwritten Offering under Section 2.01 or Section 2.02, the price, underwriting discount and other financial terms for the Registrable Securities shall be determined by the Requesting Holder(s) participating in such Underwritten Offering.

SECTION 2.07. No Inconsistent Agreements; Additional Rights(a) . The Company is not currently a party to, and shall not hereafter enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders by this Agreement, including allowing any other holder or prospective holder of any securities of the Company registration rights in the nature or substantially in the nature of those set forth in Section 2.01, Section 2.02 or Section 2.03 that would have priority over the Registrable Securities with respect to the inclusion of such securities in any Registration (except to the extent such registration rights are solely related to Registrations of the type contemplated by Section 2.03(a)(ii) through (vi)) or (b) demand registration rights in the nature or substantially in the nature of those set forth in Section 2.01 or Section 2.01 that are exercisable prior to such time as the Requesting Holders can first exercise their rights under Section 2.01 or Section 2.02.

SECTION 2.08. Registration Expenses. All expenses incident to the Company's performance of or compliance with this Agreement shall be paid by the Company (including, for the avoidance of doubt, in connection with any Demand Registration, Shelf Registration or any Shelf Take-Down, including (i) all registration and filing fees, and any other fees and expenses associated with filings required to be made with the Commission or FINRA, including, if applicable, the reasonable and documented fees and expenses of any "qualified independent underwriter," as such term is defined in FINRA Rule 5121 (or any successor provision) and the reasonable and documented fees and expenses of its counsel, (ii) all fees and expenses in connection with compliance with any securities or "Blue Sky" laws (including fees and disbursements of one firm of counsel for the underwriters in connection with "Blue Sky" qualifications of the Registrable Securities together with any fees and disbursements of such counsel in connection with filings with FINRA pursuant to clause (i), up to an aggregate maximum of $5,000), (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and of printing Prospectuses and Issuer Free Writing Prospectuses), (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audits incidental to or required by any Registration or qualification and cold comfort letters required by or incident to such performance), (v) Securities Act liability insurance or similar insurance if the Company so desires, (vi) all fees and expenses incurred in connection with the listing of Registrable Securities on any securities exchange or quotation of the Registrable Securities on any inter-dealer quotation system, (vii) all of the Company's internal expenses (including all salaries and expenses of its officers and employees performing legal or accounting duties), (viii) all expenses incurred by the Company and its directors and officers related to any preparation of any analyst or investor presentations, (ix) reasonable and documented fees, out-of-pocket costs and expenses of one firm of counsel selected by the Holder(s) of a majority of the Registrable Securities covered by each Registration Statement in an aggregate amount not to exceed $50,000, (x) fees and disbursements of underwriters customarily paid by issuers as may be agreed to by the Company in connection with a particular Underwritten Offering, but excluding any underwriting fees, discounts and commissions attributable to the sale of Registrable Securities, (xi) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with

such offering and (xii) any other fees and disbursements customarily paid by the issuers of securities. All such fees and expenses are referred to herein as "Registration Expenses." The Company shall not be required to pay any underwriting fees, discounts and commissions, or any transfer taxes or similar taxes or charges, if any, attributable to the sale of Registrable Securities, and all such fees, discounts, commissions, taxes and charges related to any Registrable Securities shall be the sole responsibility of the Holder of such Registrable Securities.

SECTION 2.09. Indemnification.

(a) Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each of the Holders, each of their respective direct or indirect partners, members or shareholders and each of such partner's, member's or shareholder's partners members or shareholders and, with respect to all of the foregoing Persons, each of their respective Affiliates, employees, directors, officers, trustees or agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Persons and each of their respective Representatives (collectively, the "Stockholder Parties") from and against any and all losses, penalties, judgments, suits, costs, claims, damages, liabilities and expenses, joint or several (including reasonable and documented attorneys', accountants' and experts fees and expenses and costs and expenses of investigation actually incurred) (each, a "Loss" and collectively "Losses") insofar as such Losses arise out of or are relating to (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which such Registrable Securities were registered under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment or supplement thereto or any documents incorporated by reference therein, which shall include any information that has been deemed to be a part of any Prospectus under Rule 159 under the Securities Act), any Issuer Free Writing Prospectus or amendment or supplement thereto and (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, and the Company will reimburse, as incurred, each such Stockholder Party for any out-of-pocket, documented legal and any other expenses reasonably incurred in connection with investigating or defending any such Loss; provided, that the Company shall not be liable to any Stockholder Party to the extent that any such Loss arises out of or is relating to an untrue statement or alleged untrue statement or omission or alleged omission made in any such Registration Statement or other document in reliance upon and in conformity with written information furnished to the Company by such indemnified party expressly for use in the preparation thereof (including without limitation any written information provided for inclusion in the Registration Statement pursuant to Section 2.05(a)(i) or Section 2.05(b)). This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any Stockholder Party and shall survive the transfer of such securities by such Holder. The Company shall also indemnify the underwriters, selling brokers, dealer managers and similar securities industry professionals participating in the distribution, their officers and directors and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) as may be reasonably requested by any such parties and on customary terms.

(b) Indemnification by the Participating Holders. Each Participating Holder agrees (severally and not jointly) to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and officers and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act), and each other Holder, each of such other Holder's respective direct or indirect partners, members or shareholders and each of such partner's, member's or shareholder's partners members or shareholders and, with respect to all of the foregoing Persons, each of their respective Affiliates, employees, directors, officers, trustees or agents and each Person who controls (within the meaning of the Securities Act or the Exchange Act) such Persons and each of their respective Representatives from and against (i) any Losses resulting from any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement under which such Participating Holder's Registrable Securities were registered under the Securities Act (including any final, preliminary or summary Prospectus contained therein or any amendment or supplement thereto or any documents incorporated by reference therein, which shall include any information that has been deemed to be a part of any Prospectus under Rule 159 under the Securities Act) or any Issuer Free Writing Prospectus or amendment or supplement thereto, or (ii) any Losses resulting from any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or Issuer Free Writing Prospectus, in light of the circumstances under which they were made) not misleading, in each case with respect to clauses (i) and (ii) to the extent, but only to the extent, that such untrue statement or omission is contained in information furnished in writing by such Participating Holder or Stockholder Party to the Company specifically for inclusion in such Registration Statement (including, without limitation, any written information provided for inclusion in the Registration Statement pursuant to Section 2.05(a)(i) or Section 2.05(b)) and has not been corrected in a subsequent writing prior to or concurrently with the sale of the Registrable Securities to the Person asserting the claim, (iii) in the event that the Company notifies such Participating Holder in writing of the occurrence of an event of the type specified in Section 2.05(a)(iv), to the extent, and only to the extent, of any Losses resulting from such Participating Holder's use of an outdated or defective Prospectus or Issuer Free Writing Prospectus after the date of such notice and prior to the date that its disposition of Registrable Securities pursuant to such Registration Statement may be resumed pursuant to Section 2.05(c) or, if applicable, such Participating Holder's failure to use the supplemented or amended Prospectus or Issuer Free Writing Prospectus delivered to it pursuant to Section 2.05(a)(iv), but only to the extent that the use of such supplemented or amended Prospectus or Issuer Free Writing Prospectus would have corrected the misstatement or omission giving rise to such Loss, and (iv) in the event that the Company delivers to such Participating Holder a Postponing Officer's Certificate or a Suspending Officer's Certificate, to the extent, and only to the extent, of any Losses resulting from such Participating Holder's disposition of Registrable Securities pursuant to such Registration Statement after the date of such certificate in contravention of the applicable restrictions under Sections 2.01(b) or 2.02(e). In no event shall the liability of such Participating Holder hereunder be greater in amount than the dollar amount of the net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) received by such Participating Holder under the sale of Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification under this Section 2.09 shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that any failure to so notify the indemnifying party shall relieve the indemnifying party of its obligations hereunder only to the extent, if at all, that it is actually and materially prejudiced by reason of such failure) and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any Person entitled to indemnification hereunder shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (A) the indemnifying party has agreed in writing to pay such fees or expenses, (B) the indemnifying party shall have failed to assume the defense of such claim within a reasonable time after delivery of notice of such claim from the Person entitled to indemnification hereunder and employ counsel reasonably satisfactory to such Person, (C) the indemnified party has reasonably concluded (based upon advice of independent outside counsel) that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party, or (D) in the reasonable judgment of any such indemnified party (based upon advice of independent outside counsel), an actual or potential conflict of interest exists between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person). If the indemnifying party assumes the defense, the indemnifying party shall not have the right to settle such action, consent to entry of any judgment or enter into any settlement, in each case without the prior written consent (not to be unreasonably withheld) of the indemnified party, unless the entry of such judgment or settlement (i) includes as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release from all liability in respect to such claim or litigation and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of such indemnified party, and provided that any sums payable in connection with such settlement are paid in full by the indemnifying party. The indemnifying party will not be subject to any liability for any settlement made without its prior written consent, but such consent may not be unreasonably withheld. It is understood that the indemnifying party or parties shall not, except as specifically set forth in this Section 2.09(c), in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements or other charges of more than one separate firm for all indemnified parties admitted to practice in such jurisdiction at any one time unless the employment of more than one counsel has been authorized in writing by the indemnifying party or parties.

(d) Contribution. If for any reason the indemnification provided for in paragraphs (a) and (b) of this Section 2.09 is unavailable to an indemnified party or insufficient in respect of any Losses referred to therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Loss in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party or parties on the other hand in connection with the acts, statements or omissions that resulted in such losses, as well as any other relevant equitable considerations. In connection with any Registration Statement filed with the Commission by the Company, the relative fault of the indemnifying party on the one hand and the indemnified party on the other hand shall be determined by reference to, among other things, whether any 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 indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if contribution pursuant to this Section 2.09(d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Section 2.09(d). 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. The amount paid or payable by an indemnified party as a result of the Losses referred to in Sections 2.09(a) and 2.09(b) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 2.09(d), in connection with any Registration Statement filed by the Company, a Participating Holder shall not be required to contribute any amount in excess of the dollar amount of the net proceeds after underwriting commissions and discounts (but before any taxes and expenses which may be payable by such Participating Holder) received by such Participating Holder under the sale of Registrable Securities giving rise to such contribution obligation less any amount paid by such Participating Holders pursuant to Section 2.09(b). Each Participating Holder's obligation to contribute pursuant to this Section 2.09 is several in the proportion that the proceeds of the offering received by such Participating Holder bears to the total proceeds of the offering received by all such Participating Holders and not joint. If indemnification is available under this Section 2.09, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Sections 2.09(a) and 2.09(b) hereof without regard to the provisions of this Section 2.09(d).

(e) No Exclusivity. The remedies provided for in this Section 2.09 are not exclusive and shall not limit any rights or remedies which may be available to any indemnified party at law or in equity or pursuant to any other agreement.

(f) Survival. The indemnities provided in this Section 2.09 shall survive the transfer of any Registrable Securities by such Holder.

(g) Other Indemnification. Indemnification similar to that specified herein (with appropriate modifications) shall be given by the Company and each Participating Holder with respect to any required registration or other qualification of securities under any law other than the Securities Act or the Exchange Act.

SECTION 2.10. Registration Defaults.

If any of the following events shall occur (each, a "Registration Default"), then the Company shall pay Liquidated Damages to the Holders as follows:

(a) if a Registration Statement is not filed with the Commission on or prior to the Required Filing Date;

(b) if a Registration Statement is filed but not declared effective by the Commission (or has not become effective in the case of an Automatic Shelf Registration Statement) on or prior to the 90th day after the date of initial filing of the Registration Statement (or the 30th day if the Commission does not review the Registration Statement); or

(c) if a Registration Statement has been declared or become effective but ceases to be effective or usable for the offer and sale of the Registrable Securities (without being succeeded immediately by an effective replacement registration statement), or the Registration Statement or Prospectus contained therein ceases to be usable in connection with the resales of Registrable Securities for a period of time which exceeds ninety (90) days in the aggregate in any consecutive 12-month period because of either a Shelf Suspension or a Demand Suspension or otherwise; provided that, no such Liquidated Damages shall accrue under this Section 2.10(c) if the Registration Statement ceases to be effective or usable for the offer, sale and resale of Registrable Securities solely as a result of requirement to file a post-effective amendment or supplement to the Prospectus to make changes to the information regarding selling securityholders or the plan of distribution provided for therein or as a result of the inability of the Participating Holders to sell the Registrable Securities covered thereby due to market conditions; provided further, however, that (i) upon the filing of the Registration Statement (in the case of paragraph (a) above), (ii) upon the effectiveness of the Registration Statement (in the case of paragraph (b) above), or (iii) upon such time as the Shelf Registration Statement which had ceased to remain effective or usable for resales again becomes effective and usable for resales (in the case of this paragraph (c)), the Liquidated Damages shall cease to accrue.

Commencing on the date any such Registration Default occurs, only if at such time a Holder is a Participating Holder with respect to the applicable Registration Statement, on the first day of the occurrence of the Registration Default, and on each monthly anniversary of each such date (if the applicable Registration Default shall not have been cured by such date) until the applicable Registration Default is cured or a particular Purchaser no longer holds any Registrable Securities, the Company shall pay to each Participating Holder Liquidated Damages, equal to one half of one percent (0.50%) of the Allocated Purchase Price (as defined in the Securities Purchase Agreement) paid by such Holder pursuant to the Securities Purchase Agreement for any Registrable Securities held by such Holder on the date of the Registration Default and each such monthly anniversary thereof. Such payments shall constitute the Holders' exclusive monetary remedy for such events, but shall not affect the right of the Holders to seek injunctive relief. The parties agree that notwithstanding anything to the contrary herein, no Liquidated Damages shall be payable with respect to any period after the date the Company is no longer required to maintain the effectiveness of the applicable Registration Statement as set forth in Section 2.01 and Section 2.02, and in no event shall (1) the aggregate amount of Liquidated Damages payable exceed, in the aggregate, 5.0% of the Allocated Purchase Price paid by such Holder (or if the Holder is a successor to the purchaser of such securities, paid by such person) pursuant to the Securities Purchase Agreement nor (2) shall the Company be liable in any calendar month for Liquidated Damages under this Agreement in excess of one half of one percent (0.50%) of Total Purchase Price (as defined in the Securities Purchase Agreement) paid by all purchasers pursuant to the Securities Purchase Agreement, regardless of whether more than one Registration Default has occurred and is continuing. If the Company fails to pay any Liquidated Damages pursuant to this Section 2.10 in full within five (5) Business Days after the date payable, the Company will pay interest thereon at a rate of 1.0% per month (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such Liquidated Damages are due until such amounts, plus all such interest thereon, are paid in full. The Liquidated Damages pursuant to the terms hereof shall apply on a daily pro-rata basis for any portion of a month prior to the cure of a Registration Default, except in the case of the first occurrence of the Registration Default.

SECTION 2.11. Rule 144. The Company covenants that it will 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 Commission thereunder (or, if the Company is not required to file such reports, it will, upon the reasonable request of any Holder, make publicly available such necessary information for so long as necessary to permit sales pursuant to Rule 144), all to the extent required from time to time to enable the Holders to sell Registrable Securities without Registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144, as such rule may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the Commission. Upon the reasonable request of a Holder, the Company will deliver to such Holder a written statement as to whether it has complied with such requirements and, if not, the specifics thereof.

SECTION 2.12. Limitation on Registrations and Underwritten Offerings. Notwithstanding the rights and obligations set forth in Section 2.01 and Section 2.02, in no event shall the Company be obligated to take any action to effect a Demand Registration or an Underwritten Shelf Take-Down within one hundred twenty (120) days after the consummation of a previous Demand Registration or Underwritten Shelf Take-Down, respectively.

ARTICLE III

MISCELLANEOUS

SECTION 3.01. Term. This Agreement shall terminate with respect to any Holder when it first ceases to hold any Registrable Securities; provided that Sections 2.08 and 2.09 shall survive termination of this Agreement.

SECTION 3.02. Injunctive Relief. It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Any such Person shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

SECTION 3.03. Notices. All notices and demands provided for hereunder shall be in writing and shall be given by registered or certified mail, return receipt requested, telecopy, electronic mail, air courier guaranteeing overnight delivery or personal delivery to the address set out below or on Schedule I (or such other address as such Holder may specify by notice to the Company in accordance with this Section 3.03) and the Company at the following addresses:

To the Company:

Matthew S. Heiter
Senior Vice President and General Counsel
NN, Inc.
6210 Ardrey Kell Road
Charlotte, North Carolina 28277
Email: matt.heiter@nninc.com

with a copy (which shall not constitute notice) to:

Eric M. Swedenburg
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Email: eswedenburg@stblaw.com

and

Daniel N. Webb
Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Email: dwebb@stblaw.com

or to such other address as the Company or the Holders may designate in writing. All notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; upon actual receipt if sent by certified or registered mail, return receipt requested, or regular mail, if mailed; upon actual receipt of the facsimile, if sent via facsimile; when sent, if sent by electronic mail prior to 5:00 pm New York time on a Business Day, or on the next succeeding Business Day, if not; and upon actual receipt when delivered to an air courier guaranteeing overnight delivery.

SECTION 3.04. Recapitalization. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all equity securities (if any) of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which, in each case, may be issued in respect of, in conversion of, in exchange for or in substitution of, the Registrable Securities (a "Share Transaction") and shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date hereof. In the event of a Share Transaction, the Company shall cause any successor or assign (whether by merger, consolidation, sale of assets or otherwise) to assume this Agreement or enter into a new registration rights agreement with the Holders on terms substantially the same as this Agreement as a condition of any such transaction.

SECTION 3.05. Amendment. The terms and provisions of this Agreement may only be amended, modified or waived at any time and from time to time by a writing executed by the Company and the Holders of a majority of the Registrable Securities then outstanding; provided, that if any such amendment, modification or waiver shall adversely affect the rights of any Holder, the consent of all such affected Holders shall be required.

SECTION 3.06. Successors, Assigns and Transferees. The rights and obligations of each party hereto may not be assigned, in whole or in part, without the written consent of the Company; provided, however, that notwithstanding the foregoing, the rights and obligations set forth herein may be assigned, in whole or in part, by any Holder (i) to any of its Affiliates or (ii) to any Person that is not an Affiliate in connection with the sale to such Person of Registrable Securities with a liquidation preference or market value in excess of $15 million, and any such transferee shall, with the consent of the transferring Holder, be treated as a "Holder" for all purposes of this Agreement; provided, further, that such transferee shall only be admitted as a party hereunder upon its, his or her execution and delivery of a joinder agreement in substantially the form attached as Exhibit A hereto, agreeing to be bound by the terms and conditions of this Agreement as if such Person were a party hereto (together with any other documents the Holders determine are necessary to make such Person a party hereto), whereupon such Person will be treated as a Holder for all purposes of this Agreement, with the same rights, benefits and obligations hereunder as the transferring Holder with respect to the transferred Registrable Securities (except that if the transferee was a Holder prior to such transfer, such transferee shall have the same rights, benefits and obligations with respect to such transferred Registrable Securities as were applicable to Registrable Securities held by such transferee prior to such transfer).

SECTION 3.07. Binding Effect. This Agreement shall be binding upon the Company, each of the Purchasers and their respective successors and permitted assigns. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and permitted assigns.

SECTION 3.08. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any Person not a party hereto (other than those Persons entitled to indemnity or contribution under Section 2.09, each of whom shall be a third party beneficiary thereof) any right, remedy or claim under or by virtue of this Agreement.

SECTION 3.09. Governing Law; Submission to Jurisdiction.

This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement), will be construed in accordance with and governed by the Laws of the State of New York without regard to principles of conflicts of laws that would result in the application of the law of any other jurisdiction. Any action against any party relating to the foregoing shall be brought in any federal or state court of competent jurisdiction located within the State of New York, and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of New York over any such action. The parties hereby irrevocably

waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

SECTION 3.10. Waiver of Jury Trial. THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, AND AGREES TO CAUSE ITS AFFILIATES TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 3.11. Immunity Waiver. The Company hereby irrevocably waives, to the fullest extent permitted by law, any immunity to jurisdiction to which it may otherwise be entitled (including, without limitation, immunity to pre-judgment attachment, post-judgment attachment and execution) in any legal suit, action or proceeding against it arising out of or based on this Agreement.

SECTION 3.12. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and understanding of the parties hereto in respect of the subject matter herein. There are no restrictions, promises, warranties or undertakings, other than those set forth in this Agreement, with respect to the rights granted by the Company or any of its Affiliates or the Holders or any of their respective Affiliates. This Agreement and the other agreements and documents referred to herein supersede all prior agreements and understandings among the parties with respect to such subject matter.

SECTION 3.13. Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

SECTION 3.15. Headings. The heading references herein and in the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

[*Remainder of Page Intentionally Blank*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NN, INC.

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

[*Signature Page to Registration Rights Agreement*]

HOLDERS:

CORRE OPPORTUNITIES QUALIFIED MASTER FUND, LP

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

CORRE OPPORTUNITIES II MASTER FUND, LP

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

CORRE HORIZON FUND, LP

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

HOLDERS:

LEGION PARTNERS, L.P. I

By: Legion Partners Asset Management, LLC
Investment Advisor

By: /s/ Christopher S. Kiper
Name: Christopher S. Kiper
Title: Managing Director

LEGION PARTNERS, L.P. II

By: Legion Partners Asset Management, LLC
Investment Advisor

By: /s/ Christopher S. Kiper
Name: Christopher S. Kiper
Title: Managing Director

SCHEDULE I

HOLDERS:

1. **Corre Partners Management, L.L.C.**
   a. Corre Opportunities Qualified Master Fund, LP
   b. Corre Opportunities II Master Fund, LP
   c. Corre Horizon Fund, LP
2. **Legion Partners Asset Management, LLC**
   a. Legion Partners, L.P. I
   b. Legion Partners, L.P. II

EXHIBIT A

FORM OF JOINDER

THIS JOINDER (this "Joinder") to the Registration Rights Agreement dated as of December 11, 2019, by and among NN, Inc., a Delaware corporation (the "Company"), and the Persons set forth on Schedule I thereto (the "Registration Rights Agreement"), is made and entered into as of [_____], by and between the Company and [_____] (the "Assuming Holder"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Registration Rights Agreement.

WHEREAS, the Assuming Holder has acquired certain Registrable Securities from [_____].

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties to this Joinder hereby agree as follows:

Agreement to be Bound. The Assuming Holder hereby agrees that upon execution of this Joinder, it shall become a party to the Registration Rights Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Registration Rights Agreement as though an original party thereto and shall be deemed a Holder for all purposes thereof.

Successors and Assigns. Except as otherwise provided herein, this Joinder shall bind and inure to the benefit of and be enforceable by the Company and its successors, heirs and assigns and the Assigning Holder and its successors, heirs and assigns.

Notices. For purposes of Section 3.03 (*Notices*) of the Registration Rights Agreement, all notices, requests and demands to the Assigning Holder shall be directed to:

[Name]
[Address]

Governing Law. The provisions of Section 3.09 (Governing Law; Submission to Jurisdiction), Section 3.10 (Waiver of Jury Trial) and Section 3.14 (Counterparts) of the Registration Rights Agreement are incorporated herein by reference as if set forth in full herein and shall apply to the terms and provisions of this Joinder and the parties hereto mutatis mutandis.

Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Joinder to the Registration Rights Agreement as of the date first written above.

[_____]

By: _____
Name:
Title:

[HOLDER]

By: _____
Name:
Title: