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PARTICIPANT ID: 3270671913
CLERK: Holly E Henry-Perry
Rabun County, GA
NOTE: REC #179890

After Recording Return to:
Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King Jr. Drive
Suite 1054 East
Atlanta, Georgia 30334-9000

Environmental Covenant

This instrument is an Environmental Covenant executed pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.*, as may be amended from time to time (hereinafter "Act"). This Environmental Covenant is entered into by the entities executing this Environmental Covenant as part of an environmental response project to address regulated substances released into the environment that have migrated in the groundwater onto the Property identified below. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

Fee Owner of Property/Grantor: A.I.D. Company, division of Roller Bearing Company of America, Inc. (hereinafter "Grantor")
Roller Bearing Company
One Tribology Center
Oxford, CT 06478

Grantee/Holder: A.I.D. Company, division of Roller Bearing Company of America, Inc. (hereinafter "Grantee/Holder")
Roller Bearing Company
One Tribology Center
Oxford, CT 06478

Grantee/Entity with express power to enforce: State of Georgia
Department of Natural Resources
Environmental Protection Division (hereinafter "EPD")
2 Martin Luther King Jr. Drive, SE
Suite 1054 East Tower
Atlanta, GA 30334-9000

Property Information:

The property subject to this Environmental Covenant is a tract of approximately 18 acres of real property located at 250 Laurel Heights Drive in Clayton, Rabun County, Georgia, which is further identified by the tax parcel ID number(s) below (hereinafter "Property"). The Property was conveyed on March 11, 2008, from The A.I.D. Corporation to Roller Bearing Company of America, Inc.; such conveyance is recorded in Deed Book M33, Page 140-143, Rabun County deed records. The Property is located in Land Lot 6, 7 and 22 of the 2nd Land District of Rabun County, Georgia.

The tax parcel(s) of the Property are tax parcel number(s) 051C069 and 051C069A of Rabun County, Georgia.

A complete legal description of the Property is attached as Exhibit A.

The Volatilization Exceedance Area ("VAE") at the Property that will be subject to the activity and use limitations described herein is approximately 1.5 acres lying entirely within the Property. A survey performed by a licensed surveyor showing the Property and the VAE is attached as Exhibit C.

A complete legal description of the VAE is attached as Exhibit B.

Environmental Covenant Runs with the Land and is Perpetual

Pursuant to the Act, this Environmental Covenant shall run with the land and shall be perpetual unless terminated or amended pursuant to terms herein or in accordance with provisions of the Act. This Environmental Covenant shall be binding upon A.I.D. Company, division of Roller Bearing Company of America, Inc., the Environmental Protection Division of the Department of Natural Resources of the State of Georgia, and all successors, assigns and transferees of any interest in the Property or any portion thereof.

Administrative Record:

This Environmental Covenant imposes activity and/or use limitations and other requirements on the Property that arise under corrective action performed and/or being performed at the A.I.D. Company facility/site. Records pertaining to this corrective action are available at the following EPD location(s):

Georgia Environmental Protection Division
Land Protection Branch
2 MLK Jr. Drive, SE, Suite 1054 East Tower
Atlanta, GA 30334-9000
M-F 8:00 AM to 4:30 PM excluding state holidays

Activity and Use Limitations. The Property is subject to the following activity and/or use limitations:

- A. Real Property. The Volatilization Exceedance Area shall be used only as non-residential property as defined in Rule 391-3-19-.02(2)(r), unless engineering controls approved by EPD are implemented to prevent vapor intrusion into any residential structure that may be constructed above the Vapor Exceedance Area.
- B. Groundwater. The use or extraction of groundwater beneath the Property for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

Other Requirements. The Property is subject to the following additional requirements.

- A. Notice of Limitations and Requirements in Future Conveyances. Each instrument hereafter conveying any interest in the Property or any portion thereof that may affect the activity and use limitations described herein shall include a statement that the Property is subject to this Environmental Covenant (and any amendments thereto), the location (County, Deed Book and Page) in the deed records where this Environmental Covenant (and any amendments thereto) is recorded and a copy of this Environmental Covenant (and any amendments thereto).
- B. Notice to EPD of Future Conveyances. Within thirty (30) days after each conveyance of a fee simple interest in the Property or any portion thereof, a notice shall be sent to EPD. The notice shall include the new owner's name, address, telephone number and other pertinent contact information, the date of the conveyance and the location (County, Deed Book and Page) where the conveyance is recorded, and, if the conveyance is a portion of the Property, a survey map showing the boundaries of the real property conveyed.
- C. Notice of Change of Use. If such activity will materially affect any required monitoring or maintenance of any institutional or engineering controls described herein, the owner of the

Property must provide to EPD thirty (30) days' advance written notice of the owner's intent to change the use of the Property, to apply for a building permit for construction at the Property, or to perform any site work.

Environmental Covenant Does Not Authorize Use Otherwise Prohibited

Pursuant to the Act, this Environmental Covenant shall not be construed to authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.

Rights of Access/Compliance

Grantor(s) shall provide reasonable access to authorized representatives of EPD to verify compliance with the terms of this Environmental Covenant.

This Environmental Covenant shall be enforceable by EPD and other parties as provided in the Act. Such rights of access and enforcement herein shall not limit EPD's authority under other applicable law.

No Interest in Real Property in EPD

EPD's rights under this Environmental Covenant and the Act shall not be considered an interest in real property.

Recording of Environmental Covenant and Service on Other Persons

Within thirty (30) days after execution of this Environmental Covenant by the Director of EPD, A.I.D. Company, division of Roller Bearing Company of America, Inc., shall record the Environmental Covenant in every county in which any portion of the Property is located in accordance with the law governing the recording and priority of interests in real property. Upon recording of the Environmental Covenant, A.I.D. Company, division of Roller Bearing Company of America, Inc. shall provide in a manner deemed acceptable by EPD a copy of the executed, recorded Environmental Covenant to each of the persons or entities identified in O.C.G.A. § 44-16-7.

Representations and Warranties by Grantor(s).

Grantor(s) represents and warrants that all of the following are true and correct:

- A. A.I.D. Company, division of Roller Bearing Company of America, Inc. holds fee simple title to the Property.
- B. A.I.D. Company, division of Roller Bearing Company of America, Inc. has the authority to enter into this Environmental Covenant, has the authority to grant any rights granted by it within, has the ability to carry out the obligations described within and, based upon information and belief after reasonable inquiry, does not know of any anticipated material change in the practices, ownership, or authority of A.I.D. Company, division of Roller Bearing Company of America, Inc. that will alter this representation and warranty.
- C. The execution and delivery of this Environmental Covenant and carrying out the obligations described within will not conflict with any of the provisions of the organizational documents, operating agreement of A.I.D. Company, division of Roller Bearing Company of America, Inc. nor will it violate, contravene and/or constitute a breach or default under any agreement, contract, order or instrument to which A.I.D. Company, division of Roller Bearing Company of America, Inc. is a party or by which A.I.D. Company, division of Roller Bearing Company of America, Inc. may be bound.
- D. A.I.D. Company, division of Roller Bearing Company of America, Inc. has identified all persons with existing interests other than fee simple in the Property and has determined the type and status of their interests; for those interests where the type and/or status make it necessary, the person's agreement to and signature on this Environmental Covenant or subordination of

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the interest has been obtained; and the aforementioned information regarding all interests other than fee simple in the Property has been provided to EPD;

- E. This Environmental Covenant does not authorize a use of the Property that is otherwise prohibited by zoning, ordinance, local law or general law or by a recorded instrument that has priority over this Environmental Covenant.
- F. At least thirty (30) days prior to presenting this Environmental Covenant to EPD for execution, A.I.D. Company, a division of Roller Bearing Company if America, Inc. served a copy of the proposed final text of this Environmental Covenant was served on all persons or entities required to be noticed in accordance with O.C.G.A. § 44-16-7.

Submission of Required Documents and Communications

Documents and communications required by this Environmental Covenant shall be submitted to:

Georgia Environmental Protection Division
Branch Chief
Land Protection Branch
2 Martin Luther King Jr. Drive SE
Suite 1054 East Tower
Atlanta, GA 30334

With a copy to:

A.I.D. Company, division of Roller Bearing Company of America, Inc.
Roller Bearing Company
One Tribology Center
Oxford, CT 06478

EPD's Environmental Covenants Registry

This Environmental Covenant and any amendment thereto or termination thereof may be included in EPD's registry for environmental covenants.

Severability

Should any provision of this Environmental Covenant be found by a court of competent jurisdiction to be invalid and/or unenforceable in any respect, the remaining provisions shall continue in full force and effect.

Effective Date

This Environmental Covenant shall be effective on the date the fully executed Environmental Covenant is recorded in accordance with O.C.G.A. § 44-16-8(a).

Grantor and Grantee/Holder has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 16th day of May, 2022.

Signed, sealed, and delivered in the presence of:

Gene Hubbard

Unofficial Witness (Signature)

GENE HUBBARD

Unofficial Witness Name (Print)

102 Willembrack Rd

Oxford, CT 06478

Unofficial Witness Address (Print)

Starla Todd

Notary Public (Signature)

STARLA TODD
NOTARY PUBLIC

My Commission Expires: My Commission Expires:
SEPTEMBER 30, 2026

For Grantor and Grantee/Holder:

A.I.D. Company, division of Roller Bearing
Company of America, Inc.

Name of Grantor (Print)

Robert W. Crawford (Seal)
Authorized Representative (Signature)

Robert W. Crawford
Authorized Representative Name (Print)

Vice President, Risk Management
Title of Authorized Representative (Print)

Dated: 5-16-2022
(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

Unofficial Witness (Signature)

Unofficial Witness Name (Print)

Unofficial Witness Address (Print)

Notary Public (Signature)

My Commission Expires: _____

For the State of Georgia
Environmental Protection Division:

_____ (Seal)
(Signature)

Richard E. Dunn
Director

Dated: _____
(NOTARY SEAL)

Grantor and Grantee/Holder has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 16th day of May, 2022.

Signed, sealed, and delivered in the presence of:

[Signature]

Unofficial Witness (Signature)

GENE HUBBARD
Unofficial Witness Name (Print)

102 Willemhrook Rd
Oxford, CT 06478
Unofficial Witness Address (Print)

[Signature]
Notary Public (Signature)

**STARLA TODD
NOTARY PUBLIC**

My Commission Expires: My Commission Expires:
SEPTEMBER 30, 2026

For Grantor and Grantee/Holder:

A.I.D. Company, division of Roller Bearing
Company of America, Inc.
Name of Grantor (Print)

[Signature] (Seal)
Authorized Representative (Signature)

Robert W. Crawford
Authorized Representative Name (Print)

Vice President, Risk Management
Title of Authorized Representative (Print)

Dated: 5-16-2022
(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness (Signature)

Laquetta Terrell
Unofficial Witness Name (Print)

Tamara C. Fischer
Notary Public (Signature)

My Commission Expires: 7-27-2022

For the State of Georgia
Environmental Protection Division:

[Signature] (Seal)
(Signature)
Richard E. Dunn
Director

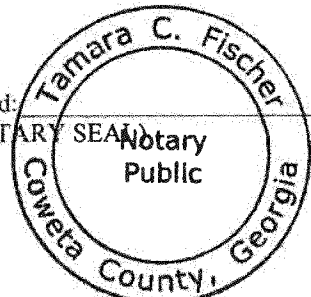
Dated: _____
(NOTARY SEAL)


Exhibit A
Legal Description, Entire Property

TRACT I

All that tract and parcel of land lying and being in Land Lots 7 and 22 of the 2nd Land District of Rabun County, Georgia as shown as Tract 1 on the plat survey by William F. Rolader, (Georgia Land Surveyor #2042) dated February 7, 1990 and last revised on June 8, 1998 which is recorded at Plat Book 40, Page 189 Rabun County Land Records being comprised of approximately 18.29 acres.

TRACT II

All that tract and parcel of land lying and being in Land Lots 6 and 7 of the 2nd Land District of Rabun County, Georgia as shown as Tract 2 on the plat of survey by William F. Rolader, (Georgia Land Surveyor #2042) dated February 7, 1990 and last revised on June 8, 1998 which is recorded at Plat Book 40, Page 189 Rabun County Land Records being comprised of approximately 5.91 acres.

Being a portion of the same parcels conveyed to the Aid Corporation by the following Deeds, Rabun County Georgia Records from:

- (a) H.G. Lesley dated 9/15/1955 recorded in Deed Book E3 Page 13, and
- (b) C.H. Dotson dated 10/26/1956 recorded in Deed Book F3 Page 392.

EXHIBIT B
Legal Description, Volatilization Exceedance Area

All that tract or parcel of land lying and being in Land Lots 7 & 22, 2nd Land District, City of Clayton, Rabun County, Georgia, being more fully described as follows: Commencing at a point being the eastern most property corner of Tract 1 on the Land Lot Line common to Land Lots 7 & 22 thence S 86°41'21" W – 418.38 feet to the Point of Beginning; thence S 57°29'28" W – 39.96 feet to a point; thence S 57°29'28" W - 38.93 feet to a point; thence S 57°50'46" W – 65.50 feet to a point; thence N 35°29'07" W – 226.36 feet to a point; thence N 57°04'48" E – 73.13 feet to a point; thence

N 56°07'20" E – 40.13 feet to a point; thence S 52°47'27" E – 34.39 feet to a point; thence S 58°31'34" E - 25.36 feet to a point; thence N 55°57'14" E – 15.77 feet to a point; thence S 50°49'54" E – 9.39 feet to a point; thence S 36°40'54" E – 47.62 feet to a point; thence S 26°48'34" E – 65.35 feet to a point; thence S 50°41'00" E - 24.60 feet to a point; thence S 25°27'30" E – 28.73 feet to the Point of Beginning.

Said tract referred to as "Volatilization Exceedance Area" as depicted on plat of survey for Roller Bearing Company of America, Inc. by Appalachian Surveying Co., Inc. dated August 3, 2020.

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EXHIBIT C

