

Environmental Covenant

GRANTOR: 800 Logan Boulevard LP

PROPERTY ADDRESS: 1000 Logan Boulevard, Altoona, PA, 16601

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated subsequently in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

1. Property affected. The property affected (Property) by this Environmental Covenant is located in the City of Altoona, Blair County, Pennsylvania.

The postal street address of the Property is: 1000 Logan Boulevard, Altoona, PA 16601.

The Tax Map Identification No. of the Property is: 1.14-38-8-B.

The latitude and longitude of the center of the Property affected by this Environmental Covenant are: 40° 28' 27.92" North and 78° 24' 12.90" West.

The Property has been known by the following name(s): Former SKF USA Inc. Property

A complete description of the Property is attached to this Environmental Covenant as Exhibit A. A topographic map of the Property location is attached to this Environmental Covenant as Exhibit B.

2. Property Owner / GRANTOR. 800 Logan Boulevard, LP is the owner of the Property. The mailing address of the Owner is: 210 West Plank Road, Altoona, PA 16602.

3. Holder(s) / GRANTEE. The following is a "holder," as that term is defined in 27 Pa. C.S. § 6501, of this Environmental Covenant:

SKF USA Inc., 1111 Adams Avenue, Norristown, PA 19403.

4. Description of Contamination & Remedy.

Historical industrial operations at and surrounding the Property have resulted in releases of chlorinated and petroleum hydrocarbons to groundwater beneath the Property; as a result, groundwater underlying the northern portion of the Property became impacted in excess of applicable Statewide Health Standard Medium Specific Concentrations (MSCs) for several of these compounds. One compound in particular, tetrachloroethene, is known to have originated from an off-site source.

The "Site" (i.e., the specific portion of the Property for which SKF is pursuing a release of environmental liability for groundwater in accordance with the provisions of Act 2) is defined as the general area at the northern portion of the Property where dissolved-phase chlorinated and petroleum hydrocarbon impacts to groundwater have been characterized and delineated, remedial activities have been conducted, and groundwater monitoring activities have been performed for the purpose of generating analytical data for demonstrating attainment under the Site-Specific Standard of Act 2

As of March 2007, 10 compounds exceeded the Department's non-residential, Statewide Health MSCs for used aquifers in groundwater at the Site: 1,1-dichloroethane; 1,2-dichloroethane; 1,1-dichloroethene; *cis*-1,2-dichloroethene; 1,4-dioxane; methylene chloride; tetrachloroethene; 1,1,1-trichloroethane; trichloroethene; and vinyl chloride.

A combined Remedial Investigation Report, Risk Assessment Report, and Final Report (RIR/RA/FR) for the Property was submitted to the department on February 28, 2008. The RIR/RA/FR document demonstrated attainment of the Site-Specific Standard for the following 34 compounds in groundwater: benzene; bromodichloromethane; bromoform; bromomethane; carbon tetrachloride; chlorobenzene; chloroethane; chloroform; chloromethane; chlorodibromomethane; 1,2-dichlorobenzene; 1,3-dichlorobenzene; 1,4-dichlorobenzene; 1,1-dichloroethane; 1,2-dichloroethane; 1,1-dichloroethene; *cis*-1,2-dichloroethene; *trans*-1,2-dichloroethene; 1,2-dichloropropane; *cis*-1,3-dichloropropene; *trans*-1,3-dichloropropene; total 1,3-dichloropropene; 1,4-dioxane; ethylbenzene; methylene chloride; 1,1,2,2-tetrachloroethane; tetrachloroethene; toluene; 1,1,1-trichloroethane; 1,1,2-trichloroethane; trichloroethene; trichlorofluoromethane, vinyl chloride; and xylenes.

5. Activity & Use Limitations. The Property is subject to the following activity and use limitations, by which the Owner and each subsequent owner of the Property shall abide:

(1) The groundwater at and under the Property shall not be used for any drinking or agricultural purpose unless written approval for such use is received from the department or its successor.

(2) The Property shall be used solely for non-residential purposes.

6. Notice of Limitations in Future Conveyances. Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. Compliance Reporting. By the end of every third January following the effective date of this Environmental Covenant, the Owner and each subsequent owner shall submit, to the Department and any Holder listed in Paragraph 3, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. The Owner and each subsequent owner shall submit, to the Department and any Holder listed in

Paragraph 3, written documentation following transfer of the property, concerning proposed changes in use of the property, filing of applications for building permits for the property, or proposals for any site work affecting the contamination on the property subject to this Environmental Covenant.

8. Access by the Department. In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department a right of access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. Recordation & Proof & Notification. Within 30 days after the date of the Department's approval, the Owner(s) and Holder shall file this Environmental Covenant with the Recorder of Deeds for each County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recordation. Within that time period, the Owner(s) and Holder also shall send a file-stamped copy to each of the following: each Municipality and County in which the Property is located; each person holding a recorded interest in the Property; and each person in possession of the Property.

10. Termination or Modification. This Environmental Covenant may only be terminated or modified in accordance with Section 9 of UECA, 27 Pa. S 6509. In addition the activity and use limitations in Paragraph 5 may be modified as authorized by Section 903 of Act 2 (35 P.S. 6026.903)..

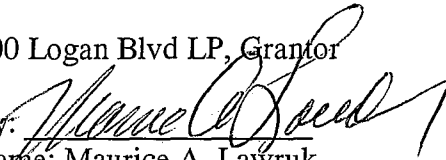
11. Department's address. Communications with the Department regarding this Environmental Covenant shall be sent to: Program Manager, Pennsylvania Department of Environmental Protection, Environmental Cleanup, South Central Regional Office, 909 Elmerton Avenue, Harrisburg, PA 17110.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

800 Logan Blvd LP, Grantor

Date:

By:

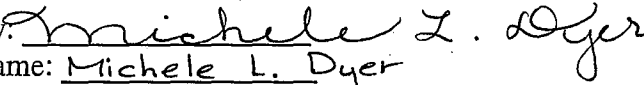

Name: Maurice A. Lawruk

Title: Asst. General Manager of L & D Logan Blvd LLC
General Partner of 800 Logan Blvd LP, Grantor

SKF USA Inc., Holder

Date:

By:

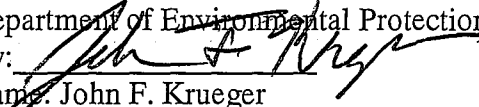

Name: Michele L. Dyer

Title: Assistant Secretary
SKF USA Inc.

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

Date:

By:


Name: John F. Krueger

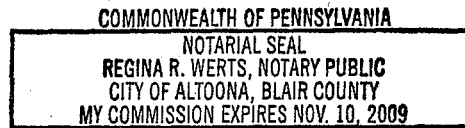
Title: Program Manager, Environmental Cleanup

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF BLAIR) SS:

On this 27th day of June, 2008, before me, the undersigned officer, personally appeared **Maurice A. Lawruk** who acknowledged himself to be the Asst. General Manager of **L & D Logan Blvd LLC**; the general partner of 800 Logan Blvd LP and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the said limited partnership by signing the name of its general partner.

In witness whereof, I hereunto set my hand and official seal.

Regina R. Werts
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Montgomery) SS:

On this 25th day of June, 2008, before me, the undersigned officer, personally appeared Michael Dyer who acknowledged himself to be Assistant Secretary of SKF USA Inc, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the said corporation.

In witness whereof, I hereunto set my hand and official seal.

Lauren E. Silli
Notary Public

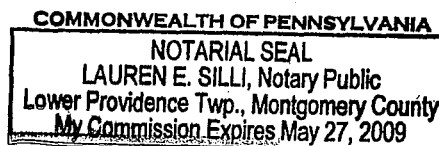


Exhibit A
Property Description

EXHIBIT "A"

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements thereon erected, situate in the City of Altoona, Blair County, Pennsylvania, bounded and described according to a plan of property of SKF USA, Inc., prepared by Gwin, Dobson and Foreman, Inc., John F. Rice, Registered Professional Surveyor, dated September 20, 2001, as follows, to wit:

BEGINNING at a drill hole on the Westerly legal right-of-way line of Logan Boulevard (S.R. 1001), said point being located $S17^{\circ}48'00''E$, a distance of 160.00 feet from the intersection of the Westerly legal right-of-way line of Logan Boulevard (S.R. 1001) and the Southerly legal right-of-way line of Quail Avenue; thence from the point of beginning $S17^{\circ}48'00''E$, a distance of 752.11 feet to an iron pin on the line of Parcel No. 2 of lands of N/F SKF USA, Inc.; thence along the line of Parcel No. 2 of lands of N/F SKF USA, Inc. $S87^{\circ}00'11''W$, a distance of 744.57 feet to an iron pin on the line of lands of N/F Pennsylvania Electric Company; thence along the line of lands of N/F Pennsylvania Electric Company $N58^{\circ}09'00''W$, a distance of 352.79 feet to a point at the corner of lands of N/F Peoples Natural Gas Company; thence along the line of lands of N/F Peoples Natural Gas Company $N31^{\circ}51'00''E$, a distance of 35.00 feet to a point; thence by the same $N58^{\circ}09'00''W$, a distance of 35.00 feet to a point; thence by the same $S31^{\circ}51'00''W$, a distance of 35.00 feet to a point on the line of lands of N/F Pennsylvania Electric Company; thence along the line of lands of N/F Pennsylvania Electric Company $N58^{\circ}09'00''W$, a distance of 100.00 feet to an iron pin on the Easterly legal right-of-way line of Plank Road (S.R. 0036); thence along the Easterly legal right-of-way line of Plank Road (S.R. 0036) $N26^{\circ}06'00''E$, a distance of 140.44 feet to an iron pin; thence by the same $N63^{\circ}54'00''W$, a distance of 14.36 feet to an iron pin; thence by the same $N26^{\circ}06'00''E$, a distance of 429.06 feet to an iron pin on the line of lands of N/F Altoona Engraving Company; thence along the line of lands of N/F Altoona Engraving Company and along the line of lands of N/F Mid State Bank and Trust Company $S82^{\circ}13'07''E$, a distance of 574.96 feet to an iron pin on the line of lands of N/F Mid State Bank and Trust Company; thence along the line of lands of N/F Mid State Bank and Trust Company $S17^{\circ}48'00''E$, a distance of 10.00 feet to a drill hole; thence by the same $N72^{\circ}12'00''E$, a distance of 120.00 feet to a drill hole marking the point and place of beginning. Containing 15.143 acres.

UNDER AND SUBJECT to an Ingress and Egress Easement containing 4007.44 square foot tract of land to be used for access to and from Parcel No. 2 of property subdivision.

Exclusive of:

ALL that certain piece or part of land with the buildings and improvements thereon erected, situate in the City of Altoona, Blair County, Pennsylvania, bounded and described according to a subdivision plan for 800 Logan Blvd LP dated January 16, 2007, and filed on February 22, 2007, in the Office of the Recorder of Deeds in and for Blair County, Pennsylvania, in Plot Book Volume 39, at Page 34, as follows, to wit:

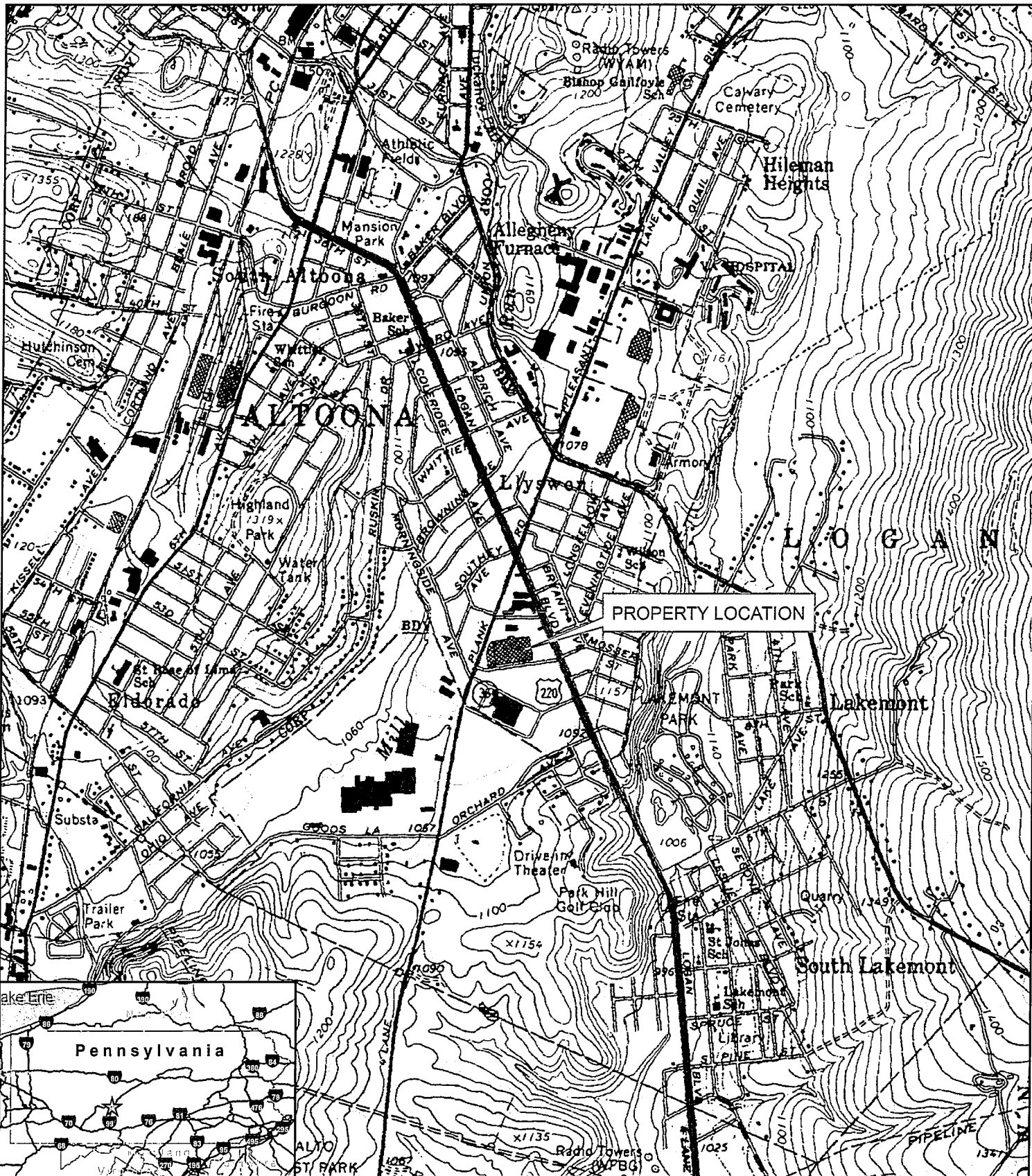
BEGINNING at an iron pin on the Westerly right of way of Logan Boulevard, said point being the Northerly property line of lands now or formerly of Jerry M. Goldstein; thence following the Westerly right of way line of Logan Boulevard North seventeen (17) degrees forty eight (48) minutes zero (00) seconds West, a distance of 35.83 feet to the point and place of beginning from said point and through the lands now or formerly of 800 Logan Blvd LP the following courses and distances: South eighty seven (87) degrees zero (00) minutes eleven (11) seconds West, a distance of 246.30 feet to a point; thence North three (3) degrees five (5) minutes twenty seven (27) seconds West, a distance of 237.79 feet to a point; thence North eighty four (84) degrees thirty two (32) minutes twenty five (25) seconds East, a distance of 181.95 feet to a point on the Westerly right of way of Logan Boulevard; thence from said point and along Logan Boulevard South seventeen (17) degrees forty-eight (48) minutes zero (00) seconds East a distance of 254.04 feet to the point and place of beginning.

CONTAINING 51,860.55 square feet or 1.191 acres.

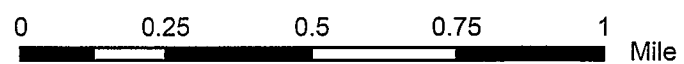
BEING a portion of the same premises the title to which became vested in the Grantor herein by Deed of SKF USA Inc., a Delaware corporation, dated the 30th day of June, 2005, and recorded June 30, 2005, at Instrument No. 200511773.

Exhibit B
Topographic Site Location Map of Subject Property

[see attached page]



Former SKF USA Inc. Facility
 1000 Logan Boulevard
 Altoona, Pennsylvania



SOURCE: U.S.G.S. 7.5" TOPOGRAPHIC QUADRANGLE; HOLLIDAYSBURG, PA; 1981

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|----------------------------|--------------------|---|
| DATE: February 19, 2008 | PROJECT NO.: NA | EXHIBIT B: TOPOGRAPHIC PROPERTY LOCATION MAP |
| DRAWN BY: SMG | APPR'D BY: NONE | |
| CHEK'D BY: NONE | REVISION: 0 | FORMER SKF USA INC. FACILITY ALTOONA, PENNSYLVANIA |