

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Amendment No. 1 to

FORM S-8

REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

RBC BEARINGS INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

95-4372080

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

**One Tribology Center
Oxford, CT**

(Address of Principal Executive Offices)

06478

(Zip Code)

**RBC Bearings Incorporated 2005 Long-Term Equity Incentive Plan
RBC Bearings Incorporated Amended and Restated 2001 Stock Option Plan
RBC Bearings Incorporated 1998 Stock Option Plan
Warrants issued as compensation pursuant to written Warrant Agreements**
(Full title of the plan)

**Corporation Service Company
2711 Centerville Road
Suite 400**

Wilmington, DE 19808

(Name and address of agent for service)

(800) 927-9800

(Telephone number, including area code, of agent for service)

Copy to:

**Joshua N. Korff, Esq.
Kirkland & Ellis LLP
Citigroup Center
153 East 53rd Street
New York, New York 10022-4611
(212) 446-4800**

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee
Common Stock, par value \$0.01 per share	\$696,002(3)	\$14.51	\$10,102,404	\$1,189.05*
Common Stock, par value \$0.01 per share	\$443,168(4)	\$15.34	\$6,798,197.12	\$800.15*

Common Stock, par value \$0.01 per share	\$462,992(5)	\$10.05	\$4,653,070	\$547.67*
Common Stock, par value \$0.01 per share	\$208,725(6)	\$2.06	\$429,973.5	\$50.61*
Common Stock, par value \$0.01 per share	\$6,250(7)	\$12.00	\$75,000	\$8.83*
Common Stock, par value \$0.01 per share	\$312,500(8)	\$2.06	\$643,750	\$68.88**
Common Stock, par value \$0.01 per share	\$733,167(8)	\$0.40	\$293,266.80	\$31.38**
Total Shares	\$2,862,804	\$8.03	\$22,995,661	\$2,696.57

* Previously paid \$2,595.90 with respect to shares registered on Form S-8 dated November 18, 2005.

** A total of \$100.67 paid as of the date hereof.

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act") this Registration Statement shall also cover any additional shares of common stock which become issuable under the above-named plan by reason of any stock dividend, stock split, recapitalization or any other similar transaction effected without the receipt of consideration which results in an increase in the number of our outstanding shares of common stock.
- (2) With respect to the 696,002 shares of common stock issuable upon the exercise of stock options that are currently outstanding under the RBC Bearings Incorporated 2005 Long-Term Equity Incentive Plan (the "2005 Plan"), the 462,992 shares of common stock issuable upon the exercise of stock options that are currently outstanding under the RBC Bearings Incorporated Amended and Restated 2001 Stock Option Plan (the "2001 Plan"), and the 208,725 shares of common stock issuable upon the exercise of stock options that are currently outstanding under the RBC Bearings Incorporated 1998 Stock Option Plan (the "1998 Plan") the proposed maximum offering price is calculated pursuant to Rule 457(h) under the Securities Act based on average exercise prices of \$14.51 for the options outstanding under the 2005 Plan, approximately \$10.05 for the options outstanding under the 2001 Plan and \$2.06 for the options outstanding under the 1998 Plan. With respect to the 443,168 shares of common stock that are currently authorized for issuance upon exercise of awards that have not yet been granted under the 2005 Plan, the proposed maximum offering price is calculated pursuant to paragraphs (c) and (h) of Rule 457 under the Securities Act on the basis of the average of the high and low sale prices for the shares of common stock as reported on The Nasdaq Stock Market through November 16, 2005 solely for the purpose of calculating the registration fee. With respect to the 6,250 shares of common stock that are currently held by a former employee, Jane Bohrer, issued pursuant to the exercise of 6,250 options issued under the 2001 Plan, the proposed maximum offering price is based on the exercise price of \$12.00 per share for such options.
- (3) Represents shares of common stock issuable upon the exercise of stock options that are currently outstanding under the 2005 Plan.
- (4) Represents shares of common stock that are currently authorized for issuance upon exercise of awards that have not yet been granted under the 2005 Plan.
- (5) Represents shares of common stock issuable upon the exercise of stock options that are currently outstanding under the 2001 Plan. No additional options will be issued under the 2001 Plan.
- (6) Represents shares of common stock issuable upon the exercise of stock options that are currently outstanding under the 1998 Plan. No additional options will be issued under the 1998 Plan.

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- (7) Represents shares of common stock issued to a former employee, Jane Bohrer, upon the exercise of options to purchase common stock issued under the 2001 Plan.
- (8) Represents shares of common stock issuable upon exercise of warrants to purchase common stock issued pursuant to written warrant agreements as compensation pursuant to Rule 701 under the Securities Act of 1933 in the following amounts (after giving effect to stock splits since the date of issuance of such warrants) to the following persons: Dr. Michael J. Hartnett 868,419, Phillip Beausoleil 6,887 warrants, Thomas Crainer 3,117, Rick Edwards 65,484, Tom King, 3,266, Mitch Quain 41,025, George Sabochick, 10,294, and Brian Sanderson 47,175. Warrant agreements substantially in the form of Exhibit 4.7 were executed in the following amounts with the following persons, each with an exercise price (on a split adjusted basis) of \$0.40 per share: 1,060,365, (of which Dr. Michael J. Hartnett previously exercised and sold 504,446 such warrants under a registration statement filed by the Company on Form S-1, and as a result of such exercise and sale, beneficially owns a balance of 555,919 such warrants); Phillip Beausoleil, 6,887 warrants; Thomas Crainer 3,117; Rick Edwards 65,484; Tom King, 3,266; Mitch Quain 41,025; George Sabochick, 10,294; and Brian Sanderson 47,175. In addition, Dr. Michael J. Hartnett was also issued a warrant for 312,500 shares of common stock at an exercise price (on a split-adjusted basis) of \$2.06 per share, filed as Exhibit 4.8 hereto. Each of the foregoing warrants were issued to such holders as compensation for services rendered to the Company pursuant to a written warrant agreement.

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PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

* The documents containing the information specified in Part I will be delivered in accordance with Rule 428(b)(1) under the Securities Act. Such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the "Commission"), either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed by RBC Bearings Incorporated (the "Company") with the Commission, are incorporated in this Registration Statement by reference:

- (a) The Company's Prospectus, dated August 9, 2005 and filed on August 11, 2005 pursuant to Rule 424(b) of the Securities Act, which relates to the Company's Registration Statement on Form S-1 (Registration No. 333-124824).
- (b) The Company's Current Reports on Form 8-K dated March 6, 2006, February 14, 2006, February 13, 2006, January 9, 2006, October 4, 2005, November 15, 2005, August 15, 2005 and August 10, 2005.
- (c) The Company's Quarterly Reports on Form 10-Q for the quarters ended July 2, 2005, October 1, 2005 and December 31, 2005.
- (d) The description of the Company's common stock, par value \$0.01 per share, included under the caption "Description of Capital Stock" in the Prospectus forming a part of the Company's Registration Statement on Form S-1, initially filed with the Commission on May 11, 2005 (Registration No. 333-124824), including exhibits, and as amended on each of June 27, 2005, July 26, 2005, August 4, 2005, August 8, 2005 and August 9, 2005, which description has been incorporated by reference in Item 1 of the Company's Registration Statement on Form 8-A, filed pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), on August 9, 2005 (Registration No. 000-51486).

All reports and other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Registration Statement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities. Not applicable.

Item 5. Interests of Named Experts and Counsel. Not applicable.

Item 6. Indemnification of Directors and Officers.

We are incorporated under the laws of the State of Delaware. Section 145 ("Section 145") of the General Corporation Law of the State of Delaware (the "DGCL") provides that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was illegal. A Delaware corporation may indemnify any persons who are, were or

are threatened to be made, a party to any threatened, pending or completed action or suit by or in the right of the corporation by reasons of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests, provided that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him against the expenses which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or

enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would otherwise have the power to indemnify him under Section 145.

Our amended and restated certificate of incorporation provides that we must indemnify our directors and officers to the fullest extent authorized by the DGCL and must also pay expenses incurred in defending any such proceeding in advance of its final disposition upon delivery of an undertaking, by or on behalf of an indemnified person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified under this section or otherwise.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, provision of our amended and restated certificate of incorporation, our by laws, agreement, vote of stockholders or disinterested directors or otherwise.

We maintain insurance to protect us and our directors and officers against any expense, liability or loss, whether or not we would have the power to indemnify such persons against such expense, liability or loss under applicable law.

Item 7. Exemption from Registration Claimed. Not applicable.

Item 8. Exhibits. Reference is made to the attached Exhibit Index, which is incorporated by reference herein.

Item 9. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to the Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

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(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized,

RBC BEARINGS INCORPORATED

By: /s/ Daniel A. Bergeron
 Daniel A. Bergeron
 Chief Financial Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated on March 15, 2006.

<u>Signature</u>	<u>Title</u>
* _____ Dr. Michael J. Hartnett	Chief Executive Officer (Principal Executive Officer and Chairman)
/s/ Daniel A. Bergeron _____ Daniel A. Bergeron	Chief Financial Officer (Principal Financial and Accounting Officer)
* _____ Robert Anderson	Director
* _____ Richard R. Crowell	Director
* _____ William P. Killian	Director
* _____ Michael Stone	Director
* _____ Dr. Amir Faghri	Director
* _____ Alan B. Levine	Director

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* _____ Dr. Thomas J. O'Brien	Director
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*By: /s/ Daniel A. Bergeron
 Daniel A. Bergeron
as Attorney-In-Fact

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EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
4.1	Amended and Restated Certificate of Incorporation of the Company.*
4.2	By-laws of the Company.*
4.3	Form of certificate representing shares of common stock, \$0.01 par value per share.**
4.4	Stock Option Plan of RBC Bearings Incorporated (f/k/a Roller Bearing Holding Company, Inc.), dated February 18, 1988 with form of agreement.***
4.5	Amended and Restated 2001 Stock Option Plan of RBC Bearings Incorporated (f/k/a Roller Bearing Holding Company, Inc.) dated October 24, 2003.***
4.6	RBC Bearings Incorporated 2005 Long-Term Equity Incentive Plan.****
4.7	Form of Amended and Restated Warrant Agreement dated June 23, 1997.*****

- 4.8 Amended and Restated Warrant Agreement dated June 23, 1997 by and between Michael J. Hartnett and RBC Bearings Incorporated.*****
- 5.1 Opinion of Kirkland & Ellis LLP with respect to the legality of the shares of common stock being registered hereby.*****
- 23.1 Consent of Ernst & Young LLP.*****
- 23.2 Consent of Kirkland & Ellis LLP (included in Exhibit 5.1).*****
- 24.1 Power of Attorney of certain officers and directors of the Company (set forth on the signature page of this Registration Statement).****

* Previously filed on August 8, 2005 as an exhibit to the Company's Registration Statement on Form S-1, as amended (File No. 333-124824).

** Previously filed on August 4, 2005 as an exhibit to the Company's Registration Statement on Form S-1, as amended (File No. 333-124824).

*** Previously filed on May 11, 2005 as an exhibit to the Company's Registration Statement on Form S-1, as amended (File No. 333-124824).

**** Previously filed on November 11, 2005 with the Company's Registration Statement on Form S-8 (333-129826).

***** Filed herewith.

**FORM OF AMENDED AND RESTATED WARRANTS
TO PURCHASE COMMON STOCK**

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“ACT”), AND MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO (i) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT (WHICH, IF REQUESTED BY THE ISSUER, SHALL BE ACCOMPANIED BY AN OPINION OF COUNSEL TO SUCH EFFECT REASONABLY SATISFACTORY TO THE ISSUER).

ROLLER BEARING HOLDING COMPANY, INC.

**AMENDED AND RESTATED
WARRANTS TO PURCHASE COMMON STOCK**

THIS AMENDED AND RESTATED WARRANT (“Warrant Agreement”) is entered into effective as of the [], by and between ROLLER BEARING HOLDING COMPANY, INC., a Delaware corporation (the “Company”), and [] (the “Holder”).

WITNESSETH

WHEREAS, the Company previously granted to Holder the Warrants to purchase that number of shares of Class A Common Stock of the Company, as reflected by the Warrant Certificates referred to on Annex A hereto (the “Original Warrants”); and

WHEREAS, the parties desire to amend, restate and consolidate the Original Warrants in their entirety by entering into this Warrant Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

Section 1. Warrants. Subject to the terms and conditions set forth herein, this Warrant Agreement entitles the Holder to purchase up to [] shares (each such share being referred to herein as a “Warrant Share” and all such shares being referred to herein, collectively, as the “Warrant Shares”) of Class A Common Stock, \$0.01 par value per share, of the Company (“Common Stock”), and at the exercise price of [] per Warrant Share (the “Exercise Price”). This Warrant Agreement is not intended to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code, as amended.

Section 2. Duration and Exercise of Warrants.

(a) Subject to all the terms and conditions hereinafter set forth (including, without limitation, the terms and conditions in Section 16), the Warrants may be exercised by the Holder, in whole or in part, at any time or from time to time, prior to 5:00 p.m., eastern standard time, on June 23, 2007 (the “Expiration Time”). At the Expiration Time, each Warrant not exercised prior thereto shall be and become void and of no value.

(b) 100% of the Warrants may be exercised immediately upon execution hereof. In addition, this Warrant Agreement may not be exercised for less than fifty (50) Warrant Shares at a time unless it is for the balance of the Warrant Shares available hereunder.

(c) Notwithstanding Section 2(a) hereof, following the termination of the Holder’s employment with the Company, this Warrant Agreement shall remain exercisable (but only to the extent of such Warrants have become Vested Warrants on the date immediately prior to such termination) for the period ending on the earlier of (i) the Expiration Time or (ii) the date determined below, after which time the Warrants (whether Vested Warrants or otherwise) shall then forever lapse:

(i) immediately upon the effective date of the termination of, the Holder’s employment by the Company for “Cause,” which for purposes of this Warrant Agreement shall have the meaning set forth in Section 2.3(b) of the Stock Transfer Restriction Agreement dated as of the date hereof by and among the Company, Michael J. Hartnett, and the Holder (the “Stockholders Agreement”); or

(ii) upon the ninetieth (90th) day after the termination of the Holder’s employment with the Company for any reason other than death or for Cause; or

(iii) upon the first annual anniversary of the termination of the Holder’s employment with the Company due to the Holder’s death.

(d) This Warrant Agreement shall not be affected by leaves of absence approved in writing by the Chief Executive Officer of the Company or by any change of employment status so long as the Holder continues to be an employee of the Company. Nothing in this Warrant Agreement shall confer on the Holder any right to continue in the employ of the Company or to interfere with the right of the Company to terminate the Holder’s employment at any time, subject to the terms of any separate employment agreement to the contrary.

Section 3. Method of Exercise.

(a) Subject to Sections 4, 9 and 10 hereof, upon (i) delivery or a Form of Election to Purchase attached as Annex B hereto (the “Form of Election to Purchase”) duly completed and signed, to the Company at the address provided in Section II, and (ii) payment by delivery of a cashier’s or certified check made payable to the Company, in an amount equal to the Exercise Price multiplied by the number of Warrant Shares being so exercised the Company shall promptly issue and cause to be delivered to, or upon the written order of the Holder, a certificate for the Warrant Shares subject to such exercise. The “Date of Election to Purchase” any Warrant means the date on which the Company shall have received both (1) a Form of Election to Purchase duly completed and signed, and (2) payment of the Exercise Price for such, Warrants being acquired.

(b) In the event shares of Common Stock of the Company are registered under the Securities Exchange Act of 1934, payment of the Exercise Price hereunder may, in the sole discretion of the Company, be made by delivering (or certifying as to ownership of) certificates of shares of Common Stock of the Company which have been held by the Holder for at least six months (or such longer period as may be required to avoid a charge to earnings for financial

reporting purposes) which are equal in value (based on their Fair Market Value (as defined in Section 1.3 of the Stockholders Agreement) on the date of surrender or certification) to such Exercise Price or the portion thereof so paid. In addition, in the event shares of Common Stock of the Company are registered under the Securities Exchange Act of 1934, payment of the Exercise Price hereunder may, in the sole discretion of the Company, also be made by delivering a properly executed Form of Election to Purchase to the Company together with a copy of irrevocable instructions to a broker to promptly deliver to the Company the amount of sale or loan proceeds to pay the Exercise Price. To facilitate the foregoing, the Company may enter into agreements for coordinated procedures with one or more brokerage firms.

Section 4. Payment of Taxes. The Company shall have the right to require, prior to the issuance or delivery of a certificate for any Warrant Shares acquired hereunder, payment by the Holder (by cashier's or certified check made payable to the Company) of any income or employment taxes, if any, required by law to be withheld by the Company in connection with the exercise of all or part of this Warrant Agreement.

Section 5. Non-Transferability; Death. Except as provided in the Stockholders Agreement, this Warrant Agreement is not transferable by the Holder otherwise than by will or the laws of descent and distribution and is exercisable during the Holder's lifetime only by him. If the Holder dies while employed by the Company, this Warrant Agreement may be exercised only during the period described in Section 2(c)(ii) (but not later than the Expiration Time) by his estate or the person to whom this Warrant Agreement passes by will or the laws of descent and distribution, but only to the extent that the Holder could have exercised this Warrant Agreement on the date of his death.

Section 6. Reservation and Issuance of Warrant Shares.

(a) The Company shall at all times have authorized, and reserve and keep available, exclusively for the purpose of enabling it to satisfy any obligation to issue Warrant Shares upon the exercise of the Warrants, the number of Warrant Shares deliverable upon exercise of the Warrants. The Company shall take all corporate action necessary to enable the Company to validly and legally issue, at the Exercise Price, Warrant Shares that are fully-paid and nonassessable.

(b) The Company covenants that all Warrant Shares will, upon issuance in accordance with the terms of this Warrant Agreement, be (i) duly authorized, validly issued, fully paid and nonassessable and (ii) free from all taxes or other governmental charges with respect to the issuance thereof (exclusive of income or employment taxes) and from all liens, charges and security interests created by the Company.

Section 7. Adjustments: Notice of Certain Events.

(a) If the Company shall effect a stock dividend, stock split, recapitalization, reorganization, exchange of shares, liquidation, combination or other change in corporate structure affecting the shares of Common Stock, the total number of Warrant Shares then remaining subject to purchase hereunder and the Exercise Price per share shall be adjusted so that the total consideration payable to the Company upon the purchase of all shares not

theretofore purchased and the interest (as a percentage of all similar interests in the Company) to be received on exercise hereof shall not be changed.

(b) Should the Company elect to undertake any sale of all or substantially all of its assets, or any merger, consolidation, combination or other corporate reorganization or restructuring of the Company with or into another corporation which results in the outstanding shares of Common Stock being converted into or exchanged for different securities, cash or other property, or any combination thereof (an "Acquisition"), the Company shall give written notice of such event to the Holder at least fifteen (15) days prior to the date on which such transaction is expected to become effective or consummated. Such notice shall specify such expected date of effectiveness or consummation. Failure to give such notice or any defect therein shall not effect the validity of any action taken in connection with such transaction.

Section 8. No Stock Rights. The Holder shall not be entitled to vote nor be deemed the holder of shares of Common Stock or any other securities of the Company which may at any time be issuable on the exercise the Warrants, nor shall anything contained herein be construed to confer upon the Holder the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, to exercise any preemptive right, to receive notice of meetings or other actions affecting stockholders (except as provided herein), or to receive dividends or subscription rights or otherwise, unless and until certificates for the Warrant Shares are issued following the Date of Election to Purchase.

Section 9. Fractional Warrants and Fractional Warrant Shares. The Company may, but shall not be required to, issue fractional Warrant Shares. If any fraction of a Warrant Share would, except for the provisions of this Section 9, be issuable to the Holder upon exercise of any Warrants, the Company may, at its election, pay to such Holder an amount in cash equal to the difference between (a) the Fair Market Value of one share of Common Stock and (b) the Exercise Price, multiplied by such fraction. The Holder expressly waives the right to receive any fractional Warrant Shares upon exercise of a Warrant. The Holder shall be entitled to receive fractional Warrant Shares at the election of the Company.

Section 10. Registration of Warrant Shares. The Company shall not be required to issue or deliver any certificate for its shares of Common Stock purchased upon the exercise of this Warrant Agreement prior to the admission of such shares to listing on any stock exchange on which shares of the Company's Common Stock may at that time be listed. In the event of the exercise of this Warrant Agreement with respect to any shares subject hereto, if other shares of Common Stock of the Company are then listed, the Company shall make prompt application for such listing with respect to the shares acquired upon the exercise hereof. If at any time during the Warrant Agreement period the Company shall be advised by its counsel that shares deliverable upon exercise of Warrants are required to be registered under the Federal Securities Act of 1933, as amended, or that delivery of the shares must

be accompanied or preceded by a prospectus meeting the requirements of the Act, the Company will use reasonable efforts to effect such registration or provide such prospectus not later than a reasonable time following each exercise of this Warrant Agreement, but delivery of shares by the Company may be deferred until registration is effected or a prospectus available. The Company shall be under no obligation to register the shares deliverable upon exercise of this Warrant Agreement unless it

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shall be advised by its counsel that such shares are required to be so registered. The Holder shall have no interest in the shares covered by this Warrant Agreement unless and until certificates for the shares are issued following the exercise of this Warrant Agreement. Notwithstanding anything to the contrary in this Warrant Agreement, in lieu of affecting the registration statement described in the preceding sentence, the Company may, in the alternative, provide the Holder with a cash payment in consideration of the Warrant Shares subject to such exercise in an amount equal to the excess of the Fair Market Value of one share of Common Stock over the Exercise Price, multiplied by the number of Warrant Shares subject to such exercise, and the Company shall have no further liability of any kind to the Holder with respect to such Warrant Shares.

Section 11. Notices. All notices, requests, demands and other communications relating to this Warrant Agreement shall be in writing, including by telecopier, addressed, if to the registered Holder hereof, to it at the address furnished by the registered Holder to the Company, and if to the Company, at its office at 60 Round Hill Road, P.O. Box 430, Fairfield, Connecticut 06430-043060, Attention: Chief Executive Officer, or to such other address as any party shall notify the other party in writing, and shall be effective, in the case of written notice by mail, three days after placement into the mails (first class, postage prepaid), and in the case of notice by telecopier on the same day as sent.

Section 12. Binding Effect. This Warrant Agreement shall be binding upon and inure to the sole and exclusive benefit of the Company, its permitted successors and permitted assigns, and the Holder.

Section 13. Survival of Rights and Duties. Unless earlier terminated or cancelled in whole or in part pursuant to Sections 2 or 15 hereof, this Warrant Agreement and any unexercised Warrants represented hereby shall terminate and be of no further force and effect on the earlier of the Expiration Time or the date on which all the Warrants shall have been exercised, except that the provisions of Sections 4, 6(b) and 10 of this Warrant Agreement shall continue in full force and effect after any such termination or cancellation.

Section 14. Governing Law. This Warrant Agreement shall be construed in accordance with and governed by the internal laws of the State of Delaware applicable to contracts executed and to be performed wholly within such state, without regard to the principles of conflicts or choice of law.

Section 15. Entire Agreement: Modification and Waiver. Subject to Section 16 hereof, this Warrant Agreement represents the entire agreement between the Company and the Holder relating to the subject matter hereof, and supersedes any and all prior agreements, including but not limited to the Original Warrants. This Warrant Agreement and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 16. Stockholders Agreement. The Holder acknowledges that it is a party to the Stockholders Agreement, a copy of which is attached as Annex C hereto, and that the Holder is bound by all the terms and conditions of such Stockholders Agreement. Any and all

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Warrant Shares issued from time to time hereunder shall, immediately upon issuance thereof, and without any further action by or on behalf of the Holder or the Company, be subject to the Stockholders Agreement.

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IN WITNESS WHEREOF, the Company has caused this Warrant Agreement to be executed under its corporate seal by its officers thereunto duly authorized as of the date hereof, and the Holder has caused this warrant to be executed and delivered by its duly authorized representative.

ROLLER BEARING HOLDING COMPANY,
INC.

By: _____
Name: _____
Title: _____

Holder

ANNEX B
FORM OF ELECTION TO PURCHASE

(To be executed by the Holder if the Holder desires to exercise Warrants evidenced by the foregoing Warrant Agreement)

To Roller Bearing Holding Company, Inc.:

The undersigned hereby irrevocably elects to exercise _____ Warrants (as defined in and evidenced by the foregoing Warrant) for, and to purchase thereunder, full shares of common stock, \$0.01 par value per share, of Roller Bearing Holding Company, Inc., issuable upon exercise of such Warrants and delivery of \$ _____ in cash and any applicable taxes payable by the undersigned pursuant to such Warrant Agreement.

The undersigned requests that certificates for such shares be issued in the name of the following:

PLEASE INSERT SOCIAL SECURITY OR
TAX IDENTIFICATION NUMBER

(Please print name and address)

(Please print name and address)

Dated: _____

HOLDER

(Signature)

REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"), AND MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO (i) AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (ii) AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT (WHICH, IF REQUESTED BY THE ISSUER, SHALL BE ACCOMPANIED BY AN OPINION OF COUNSEL TO SUCH EFFECT REASONABLY SATISFACTORY TO THE ISSUER).

ROLLER BEARING HOLDING COMPANY, INC.

**AMENDED AND RESTATED
WARRANTS TO PURCHASE CLASS B SUPERVOTING COMMON STOCK**

THIS WARRANT ("Warrant Agreement") is entered into effective as of the 23rd day of June, 1997, by and between ROLLER BEARING HOLDING COMPANY, INC., a Delaware corporation (the "Company"), and Michael J. Hartnett (the "Holder").

WITNESSETH

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

Section 1. Warrants. Subject to the terms and conditions set forth herein, this Warrant Agreement entitles the Holder to purchase up to four thousand two hundred forty one and 46/100 (4,241.46) shares (each such share being referred to herein as a "Warrant Share" and all such shares being referred to herein, collectively, as the "Warrant Shares") of Class B Supervoting Common Stock, \$0.01 par value per share, of the Company ("Common Stock"), and at the exercise price of one hundred dollars (\$100) per Warrant Share (the "Exercise Price"). This Warrant Agreement is not intended to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code, as amended.

Section 2. Duration and Exercise of Warrants. (a) Subject to all the terms and conditions hereinafter set forth (including, without limitation, the terms and conditions in Section 16), the Warrants may be exercised by the Holder, in whole or in part, at any time or from time to time, prior to 5:00 p.m, eastern standard time, on June 23, 2007 (the "Expiration Time"). At the Expiration Time, each Warrant not exercised prior thereto shall be and become void and of no value.

(b) 100% of the Warrants may be exercised immediately upon execution hereof. In addition, this Warrant Agreement may not be exercised for less than fifty (50) Warrant Shares at a time unless it is for the balance of the Warrant Shares available hereunder.

(c) Nothing in this Warrant Agreement shall confer on the Holder any right to continue to serve on the Board.

Section 3. Method of Exercise. (a) Subject to Sections 4, 9 and 10 hereof, upon (i) delivery of a Form of Election to Purchase attached as Annex B hereto (the "Form of Election to Purchase") duly completed and signed, to the Company at the address provided in Section 11, and (ii) payment by delivery of a cashier's or certified check made payable to the Company, in an amount equal to the Exercise Price multiplied by the number of Warrant Shares being so exercised, the Company shall promptly issue and cause to be delivered to or upon the written order of the Holder, a certificate for the Warrant Shares subject to such exercise. The "Date of Election to Purchase" any Warrant means the date on which the Company shall have received both (1) a Form of Election to Purchase duly completed and signed, and (2) payment of the Exercise Price for such Warrants being acquired.

(b) In the event shares of Common Stock of the Company are registered under the Securities Exchange Act of 1934, payment of the Exercise Price hereunder may, in the sole discretion of the Company, be made by delivering (or certifying as to ownership of) certificates of shares of Common Stock of the Company which have been held by the Holder for at least six months (or such longer period as may be required to avoid a charge to earnings for financial reporting purposes) which are equal in value (based on their Fair Market Value (as defined in Section 1.3 of the Stockholders Agreement) on the date of surrender or certification) to such Exercise Price or the portion thereof so paid. In addition, in the event shares of Common Stock of the Company are registered under the Securities Exchange Act of 1934, payment of the Exercise Price hereunder may, in the sole discretion of the Company, also be made by delivering a properly executed Form of Election to Purchase to the Company together with a copy of irrevocable instructions to a broker to promptly deliver to the Company the amount of sale or loan proceeds to pay the Exercise Price. To facilitate the foregoing, the Company may enter into agreements for coordinated procedures with one or more brokerage firms.

Section 4. Payment of Taxes. The Company shall have the right to require, prior to the issuance or delivery of a certificate for any Warrant Shares acquired hereunder, payment by the Holder (by cashier's or certified check made payable to the Company) of any income or employment taxes, if any, required by law to be withheld by the Company in connection with the exercise of all or part of this Warrant Agreement.

Section 5. Non-Transferability; Death. Except as provided in the Stockholders Agreement, this Warrant Agreement is not transferable by the Holder otherwise than by will or the laws of descent and distribution and is exercisable during the Holder's lifetime only by him.

Section 6. Reservation and Issuance of Warrant Shares. (a) The Company shall at all times have authorized, and reserve and keep available, exclusively for the purpose of enabling it to satisfy any obligation to issue Warrant Shares upon the exercise of the Warrants, the number of Warrant Shares deliverable upon exercise of the Warrants. The Company shall take all corporate action necessary to enable the Company to validly and legally issue, at the Exercise Price, Warrant Shares that are fully-paid and nonassessable.

(b) The Company covenants that all Warrant Shares will, upon issuance in accordance with the terms of this Warrant Agreement, be (i) duly authorized, validly issued, fully paid and nonassessable and (ii) free from all taxes or other governmental charges with respect to the issuance thereof (exclusive of income or employment taxes) and from all liens, charges and security interests created by the Company.

Section 7. Adjustments; Notice of Certain Events. (a) If the Company shall effect a stock dividend, stock split, recapitalization, reorganization, exchange of shares, liquidation, combination or other change in corporate structure affecting the shares of Common Stock, the total number of Warrant Shares then remaining subject to purchase hereunder and the Exercise Price per share shall be adjusted so that the total consideration payable to the Company upon the purchase of all shares not theretofore purchased and the interest (as a percentage of all similar interests in the Company) to be received on exercise hereof, shall not be changed.

(b) Should the Company elect to undertake any sale of all or substantially all of its assets, or any merger, consolidation, combination or other corporate reorganization or restructuring of the Company with or into another corporation which results in the outstanding shares of Common Stock being converted into or exchanged for different securities, cash or other property, or any combination thereof (an "Acquisition"), the Company shall give written notice of such event to the Holder at least fifteen (15) days prior to the date on which such transaction is expected to become effective or consummated. Such notice shall specify such expected date of effectiveness or consummation. Failure to give such notice or any defect therein shall not effect the validity of any action taken in connection with such transaction.

Section 8. No Stock Rights. The Holder shall not be entitled to vote nor be deemed the holder of shares of Common Stock or any other securities of the Company which may at any time be issuable on the exercise the Warrants, nor shall anything contained herein be construed to confer upon the Holder the rights of a stockholder of the Company or the right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, to exercise any preemptive right, to receive notice of meetings or other actions affecting stockholders (except as provided herein), or to receive dividends or subscription rights or otherwise, unless and until certificates for the Warrant Shares are issued following the Date of Election to Purchase.

Section 9. Fractional Warrants and Fractional Warrant Shares. The Company may, but shall not be required to, issue fractional Warrant Shares. If any fraction of a Warrant Share would, except for the provisions of this Section 9, be issuable to the Holder upon exercise of any Warrants, the Company may, at its election, pay to such Holder an amount in cash equal to the difference between (a) the Fair Market Value of one share of Common Stock and (b) the Exercise Price, multiplied by such fraction. The Holder expressly waives the right to receive any fractional Warrant Shares upon exercise of a Warrant. The Holder shall be entitled to receive fractional Warrant Shares at the election of the Company.

Section 10. Registration of Warrant Shares. The Company shall not be required to issue or deliver any certificate for its shares of Common Stock purchased upon the exercise of this Warrant Agreement prior to the admission of such shares to listing on any stock exchange on which shares of the Company's Common Stock may at that time be listed. In the

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event of the exercise of this Warrant Agreement with respect to any shares subject hereto, if other shares of Common Stock of the Company are then listed, the Company shall make prompt application for such listing with respect to the shares acquired upon the exercise hereof. If at any time during the Warrant Agreement period the Company shall be advised by its counsel that shares deliverable upon exercise of Warrants are required to be registered under the Federal Securities Act of 1933, as amended, or that delivery of the shares must be accompanied or preceded by a prospectus meeting the requirements of the Act, the Company will use reasonable efforts to effect such registration or provide such prospectus not later than a reasonable time following each exercise of this Warrant Agreement, but delivery of shares by the Company may be deferred until registration is effected or a prospectus available. The Company shall be under no obligation to register the shares deliverable upon exercise of this Warrant Agreement unless it shall be advised by its counsel that such shares are required to be so registered. The Holder shall have no interest in the shares covered by this Warrant Agreement unless and until certificates for the shares are issued following the exercise of this Warrant Agreement. Notwithstanding anything to the contrary in this Warrant Agreement, in lieu of affecting the registration statement described in the preceding sentence, the Company may, in the alternative, provide the Holder with a cash payment in consideration of the Warrant Shares subject to such exercise in an amount equal to the excess of the Fair Market Value of one share of Common Stock over the Exercise Price, multiplied by the number of Warrant Shares subject to such exercise, and the Company shall have no further liability of any kind to the Holder with respect to such Warrant Shares.

Section 11. Notices. All notices, requests, demands and other communications relating to this Warrant Agreement shall be in writing, including by telecopier, addressed, if to the registered Holder hereof, to it at the address furnished by the registered Holder to the Company, and if to the Company, at its office at 60 Round Hill Road, P.O. Box 430, Fairfield, Connecticut 06430-043060, Attention: Chief Executive Officer, or to such other address as any party shall notify the other party in writing, and shall be effective, in the case of written notice by mail, three days after placement into the mails (first class, postage prepaid), and in the case of notice by telecopier on the same day as sent.

Section 12. Binding Effect. This Warrant Agreement shall be binding upon and inure to the sole and exclusive benefit of the Company, its permitted successors and permitted assigns, and the Holder.

Section 13. Survival of Rights and Duties. Unless earlier terminated or cancelled in whole or in part pursuant to Sections 2 or 15 hereof, this Warrant Agreement and any unexercised Warrants represented hereby shall terminate and be of no further force and effect on the earlier of the Expiration Time or the date on which all the Warrants shall have been exercised, except that the provisions of Sections 4, 6(b) and 10 of this Warrant Agreement shall continue in full force and effect after any such termination or cancellation.

Section 14. Governing Law. This Warrant Agreement shall be construed in accordance with and governed by the internal laws of the State of Delaware applicable to contracts executed and to be performed wholly within such state, without regard to the principles of conflicts or choice of law.

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Section 15. Entire Agreement; Modification and Waiver. Subject to Section 16 hereof, this Warrant Agreement represents the entire agreement between the Company and the Holder relating to the subject matter hereof, and supersedes any and all prior agreements, including but not limited to the Original Warrants. This Warrant Agreement and any term hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 16. Stockholders Agreement. The Holder acknowledges that it is a party to that certain Stockholders' Agreement (the "Stockholders' Agreement"), dated as of June 23, 1997, by and among the Company, OCM Principal Opportunities Fund, L.P., Northstar Investment

Management Corporation, Merban Equity and certain other individuals, and that the Holder is bound by all the terms and conditions of such Stockholders Agreement. Any and all Warrant Shares issued from time to time hereunder shall, immediately upon issuance thereof, and without any further action by or on behalf of the Holder or the Company, be subject to the Stockholders Agreement.

IN WITNESS WHEREOF, the Company has caused this Warrant Agreement to be executed under its corporate seal by its officers thereunto duly authorized as of the date hereof, and the Holder has caused this warrant to be executed and delivered by its duly authorized representative.

ROLLER BEARING HOLDING COMPANY, INC.

By: _____

Name:

Title:

Michael J. Hartnett

ANNEX A

FORM OF ELECTION TO PURCHASE

(To be executed by the Holder if the Holder desires to exercise Warrants evidenced by the foregoing Warrant Agreement)

To Roller Bearing Holding Company, Inc.:

The undersigned hereby irrevocably elects to exercise _____ Warrants (as defined in and evidenced by the foregoing Warrant) for, and to purchase thereunder, _____ full shares of Class B Supervoting Common Stock, \$0.01 par value per share, of Roller Bearing Holding Company, Inc., issuable upon exercise of such Warrants and delivery of \$ _____ in cash and any applicable taxes payable by the undersigned pursuant to such Warrant Agreement.

The undersigned requests that certificates for such shares be issued in the name of the following:

PLEASE INSERT SOCIAL SECURITY OR TAX
IDENTIFICATION NUMBER

(please print name and address)

If such number of Warrants shall not constitute all the Warrants evidenced by the foregoing Warrant Certificate; the undersigned request that a new Warrant Certificate evidencing the Warrants not so exercised be issued in the name of and delivered to the following:

(Please print name and address)

Dated: _____

DR. MICHAEL J. HARTNETT

(Signature)

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

Citigroup Center
153 East 53rd Street
New York, New York 10022

212 446-4800

Facsimile:
212 446-4900

www.kirkland.com

March 10, 2006

RBC Bearings Incorporated
One Tribology Center
Oxford, Connecticut 06478

Amendment Number 1 to Registration Statement on Form S-8

Ladies and Gentlemen:

We are providing this letter in our capacity as special counsel to RBC Bearings Incorporated, a Delaware corporation (the "Company"), in connection with the filing by the Company with the Securities and Exchange Commission (the "Commission") of Amendment Number 1 to Registration Statement on Form S-8, filed with the Commission on the date hereof (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act") (i) covering the proposed issuance of up to 1,858,286 shares of common stock of the Company, par value \$0.01 per share (the "Option Shares"), pursuant to the RBC Bearings Incorporated 2005 Long-Term Equity Incentive Plan (the "2005 Plan"), the RBC Bearings Incorporated Amended and Restated 2001 Stock Option Plan (the "2001 Plan") and the RBC Bearings Incorporated 1998 Stock Option Plan (the "1998 Plan" and together with the 2005 Plan and the 2001 Plan, the "Plans") and (ii) covering the proposed issuance of up to 1,045,677 shares of common stock of the Company, par value \$0.01 per share (the "Warrant Shares" and together with the Option Shares, the "Shares"), pursuant to and upon exercise of (A) each of the Amended and Restated Warrants to Purchase Common Stock, dated June 23, 1997, covered by the Registration Statement (collectively, the "Warrant Agreements") and (B) the Amended and Restated Warrant, dated June 23, 1997, between the Company and Michael J. Hartnett (the "Hartnett Agreement").

For purposes of this letter, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, records, certificates, memoranda and other instruments as we have deemed necessary as a basis for this opinion, including: (i) the Company's Amended and Restated Certificate of Incorporation; (ii) the Company's Amended and Restated Bylaws (the "Bylaws"); (iii) certain resolutions adopted by the Company's board of directors; (iv) the 2005 Plan; (v) the 2001 Plan; (vi) the 1998 Plan; (vii) the forms of Stock Option Agreements entered into in connection with the Plans; (viii) the Warrant Agreements and (ix) the Hartnett Agreement.

London Los Angeles Munich New York San Francisco Washington, D.C.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto and the due authorization, execution and delivery of all documents by the parties thereto. We relied upon statements and representations of officers and other representatives of the Company and others as to factual matters.

Based upon and subject to the assumptions and limitations stated in this letter, it is our opinion that the Shares are duly authorized and, when (i) the Registration Statement related to the Shares becomes effective under the Act, (ii) the Shares have been duly issued upon receipt of the consideration to be paid therefor (assuming in each case the consideration received by the Company is at least equal to \$0.01 per share), and (iii) the certificates representing the Shares comply as to form with the Bylaws and the Delaware General Corporation Law and bear all necessary signatures and authentications, the Shares will be validly issued, fully paid and nonassessable.

Our opinion expressed above is subject to the qualification that we express no opinion as to the applicability of, compliance with, or effect of any laws except Delaware corporate law (including the statutory opinions, all applicable provisions of the Delaware constitution and reported judicial decisions interpreting the foregoing).

We have relied without independent investigation upon an assurance from the Company that the number of Shares which the Company is authorized to issue in its Amended and Restated Certificate of Incorporation exceeds the number of shares outstanding and the number of shares which the Company is obligated to issue (or had otherwise reserved for issuance) for any purposes other than issuances in connection with the Plans by at least the number of Shares which may be issued in connection with the Plans, the Warrant Agreements and the Hartnett Agreement and we have assumed that such condition will remain true at all future times relevant to this opinion. We have assumed that the Company will cause certificates representing Shares issued in the future to be properly executed and delivered and will take all other actions appropriate for the issuances of such Shares. Our opinion assumes that the Registration Statement related to the Shares will become effective under the Act before any Shares covered by such Registration Statement are sold.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not thereby admit that we are in the

category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or “Blue Sky” laws of the various states to the issuance and sale of the Shares.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein.

This opinion is furnished to you in connection with the filing of the Registration Statement and is not to be used, circulated, quoted or otherwise relied upon for any other purpose.

Sincerely,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Amendment No. 1 to the Registration Statement (Form S-8) pertaining to the RBC Bearings Incorporated 2005 Long-Term Equity Incentive Plan, the RBC Bearings Incorporated Amended and Restated 2001 Stock Option Plan, the RBC Bearings Incorporated 1998 Stock Option Plan, and the June 23, 1997 RBC Bearings Incorporated Warrant Agreements of our report dated June 10, 2005, except for Note 21 as to which the date is June 13, 2005 and Note 22 as to which the date is August 2, 2005, with respect to the consolidated financial statements and schedule of RBC Bearings Incorporated for the year ended April 2, 2005, included in the Company's Registration Statement on Form S-1 (Registration No. 333-124824) filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Hartford, Connecticut
March 10, 2006
