ESCROW AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 1949, between SAVANNAH BANK AND TRUST COMPANY OF SAVANNAH, a banking corporation of the State of Georgia, herein referred to as "Escrow Bank", F. O. WAHLSTROM, J. W. McINTIRE, W. J. MAHANY, and THE LIBERTY NATIONAL BANK AND TRUST COMPANY OF SAVANNAH, JAMES W. McINTIRE, and JAMES P. HOULIHAN, JR., as Trustees from Frank O. Wahlstrom, Jr., herein collectively referred to as "Majority Stockholders" of Southern States Iron Roofing Company, a Georgia corporation, herein referred to as "Southern States", JOHNSON, LANE, SPACE AND CO., INC., a Georgia corporation, herein referred to as "Agent for Public Stockholders", and REYNOLDS METALS COMPANY, a Delaware corporation, herein referred to as "Reynolds",

-: W I T N E S S E T H T H A T :-

WHEREAS, F. O. Wahlstrom, J. W. McIntire, and W. J. Mahany have granted an option to Reynolds to purchase a majority of the common stock of Southern States at $10.00 a share dated June 24, 1949, which became effective July 6, 1949, which may be exercised by Reynolds at any time up to and including January 1, 1950, for which Reynolds has agreed to pay to the Majority Stockholders for and in behalf of themselves and all other stockholders who deposit their stock in escrow hereunder, the sum of $150,000.00 which is to be applied on account of the purchase price if the option is exercised; otherwise to be retained by the stockholders ratably and in proportion to their ownership of the stock deposited hereunder for sale to Reynolds, if the option is not exercised, and,

WHEREAS, pursuant to the terms of said option, the Majority Stockholders have deposited in the Escrow Bank 153,620 shares of common stock of Southern States as follows:

Name	No. of Shares
F. O. Wahlstrom	78,550
J. W. McIntire	36,170
W. J. Mahany	18,900
The Liberty National Bank, James W. McIntire, and James P. Houlihan, Jr., as Trustees for Frank O. Wahlstrom, Jr.	20,000
	153,620

to insure that Reynolds will have available for purchase 51% of the common stock of Southern States in the event Reynolds should exercise its option.

NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived by the parties hereto, it is agreed between all of the parties hereto as follows:

1. Reynolds has paid to the Majority Stockholders the sum of $150,000.00 pursuant to said option agreement. The Majority Stockholders will deposit said amount with the Escrow Bank to be held by the Escrow Bank and distributed as hereinafter provided.

2. Johnson, Lane, Space and Co., Inc., as Agent for Public Stockholders, will deposit with the Escrow Bank within three days after August 2, 1949, all common stock of Southern States received by it from the public stockholders in response to its offer of July 6, 1949; a copy of said offer of July 6, 1949, being hereto attached and made a part hereof, to which reference is hereby specially made. The Agent for Public Stockholders, in addition to depositing all stock received by it from the public stockholders, will deposit or cause to be deposited with the Escrow Bank 26,000 shares of common stock of Southern States of several other large stockholders as follows, which will be available for sale to Reynolds under the deferred payment plan if the option is exercised, and which will retain its proportionate share of the $150,000.00 paid for the option if the option is not exercised:

Name	No. of Shares
M. J. Beasley	10,000
B. E. Shea	10,000
Joel B. Gibson	6,000
	26,000

3. The Escrow Bank will pay to Johnson, Lane, Space and Co., Inc., the sum of $150,000.00 paid by Reynolds for said option, within three days after the Agent for Public Stockholders has deposited with the Escrow Bank all of the common stock of Southern States received from the public and from the individuals named in paragraph 2 hereof. The stockholders who shall be entitled to said distribution are (1) public stockholders, and (2) the following stockholders in accordance with the number of shares listed opposite each respective name:

Name	No. of Shares
F. O. Wahlstrom	50,000
J. W. McIntire	25,000
W. J. Mahany	10,000
B. E. Shea	10,000
M. J. Beasley	10,000
Joel B. Gibson	6,000
Trustees for Frank O. Wahlstrom, Jr.	10,000
	121,000

Payment to Johnson, Lane, Space and Co., Inc., by the Escrow Bank shall constitute full and complete compliance by the Escrow Bank with the terms of this agreement with respect to said $150,000.00, and the duty shall thereupon devolve upon Johnson, Lane, Space and Co., Inc., to make distribution of the said $150,000.00 to the public stockholders and to the stockholders named above in this paragraph ratably and in proportion to their respective ownership of said stock, after deducting the agreed charge of Johnson, Lane, Space and Co., Inc.

4. The Escrow Bank shall return by August 16, 1949,

all of the common stock of Southern States deposited with it by the Majority Stockholders in excess of the number of shares enumerated opposite their respective names in paragraph 3 hereof, except that in any event the Escrow Bank will retain sufficient shares on deposit to insure that a minimum of 51% of the outstanding common stock of Southern States will be available for purchase by Reynolds.

5. In the event Reynolds shall elect not to exercise said option at any time up to and including January 1, 1950, then all stock held by the Escrow Bank shall be released and returned to the stockholders entitled thereto and the funds received by the stockholders in connection with the distribution of the sum of $150,000.00 paid for the option shall be retained by them. Delivery of the common stock deposited by the Agent for Public Stockholders to the Agent for Public Stockholders shall be full and complete discharge of the duty of the Escrow Bank in respect thereto and upon return and delivery of said stock to the Agent for Public Stockholders, the duty shall devolve upon the Agent for Public Stockholders to deliver said stock to the persons entitled thereto. The Escrow Bank shall return to the Majority Stockholders the stock deposited by them with it in the event Reynolds shall elect not to exercise said option.

6. In the event Reynolds shall elect to exercise said option at any time up to and including January 1, 1950, the Escrow Bank shall upon receipt of the funds from Reynolds pay to the Agent for Public Stockholders (1) a sum which added to the proportionate share of $150,000.00 previously distributed will equal at least $10.00 a share for the public stockholders who have elected to accept the cash offer of $10.00 a share, and, (2) pay to the Agent for Public Stockholders 20% of the basic purchase price of $10.00 a share for the public stockholders who have elected to sell their stock on the deferred payment plan. The

Escrow Bank shall then pay to the stockholders listed in paragraph 3 hereof 20% of the basic purchase price of $10.00 a share on the 121,000 shares ratably and in proportion to the stockholders named and listed in said paragraph 3.

7. In the event the shares of stock acquired from the public stockholders plus the 121,000 shares of stock set forth in paragraph 3 hereof, are insufficient to insure that Reynolds shall have at least 51% of the common stock of Southern States, then and in such event such additional shares will be made available by Johnson, Lane, Space and Co., Inc., as agent for M. J. Beasley.

8. Upon the exercise of the option by Reynolds, the Escrow Bank shall cause all of the shares delivered to it by the Agent for Public Stockholders and the 121,000 shares listed in paragraph 3 hereof, and such additional shares (if any) that may be necessary to insure that Reynolds shall have 51% of the common stock of Southern States, to be transferred and issued in the name of Reynolds and shall deliver to Reynolds the number of shares equal to the number of shares acquired from the Agent for Public Stockholders for $10.00 cash per share.

9. The price to be paid by Reynolds to the Majority Stockholders and to the three stockholders, M. J. Beasley, B. E. Shea and Joel B. Gibson, for their 121,000 shares as listed in paragraph 3, and to the public stockholders who shall elect to accept the deferred payment purchase plan, shall be $10.00 per share plus the proper prorata part of $277,500.00 which may be payable under the provisions of the following schedule. If it is found that during the period of five years beginning January 1, 1950, and ending December 31, 1954, the quantity of aluminum and aluminum products purchased from Reynolds by Southern States, together with such net profits after taxes, determined in accordance with good accounting practice, equals or exceeds any of the five combinations of quantities and amounts set forth below:

	Millions of Pounds	Net Profits after taxes
Combination No. (1)	150,000,000 together with	$ 1,500,000
	or	
" " (2)	125,000,000 together with	$ 2,250,000
	or	
" " (3)	100,000,000 together with	$ 3,000,000
	or	
" " (4)	75,000,000 together with	$ 3,750,000
	or	
" " (5)	50,000,000 together with	$ 4,500,000

then Reynolds shall pay said contingent amount of $277,500.00 to the Escrow Bank for distribution among the persons entitled thereto. However, if during such five year period the quantity of aluminum and aluminum products purchased from Reynolds by Southern States coupled with the profits after taxes to Southern States, as set forth hereinabove, does not equal or exceed any of said combinations of quantities and amounts, Reynolds shall not be obligated to make any payments in addition to the $10.00 per share, plus interest, paid by Reynolds for said stock as herein provided. If Reynolds shall elect to exercise said option, then and in that event within thirty days Reynolds shall pay to the Escrow Bank for distribution to the stockholders entitled thereto an amount equal to 20% of the basic purchase price of $10.00 per share for all the shares purchased by Reynolds from the Majority Stockholders, M. J. Beasley, B. E. Shear, and Joel B. Gibson, and the shares acquired from the public stockholders and not paid for in cash. Thereupon the Escrow Bank shall release and deliver to Reynolds certificates evidencing one share of common stock of Southern States for each $10.00 so paid. The remaining shares purchased by Reynolds shall be held by the Escrow Bank subject to this agreement. Reynolds shall pay the balance of the basic purchase price of said shares of stock in four equal annual installments together with simple interest at the rate of 4% per annum, payable annually, from the date that Reynolds has signified its intention to exercise the option; the first of such installments of principal and interest to be payable at the expiration of one year from such date and the remaining three payments successively annually thereafter. Such deferred payments shall be evidenced by promissory notes of Reynolds in form approved by counsel for Reynolds and counsel for the Majority Stockholders. Reynolds, at its option, may on thirty days notice to the holders of the notes anticipate the payment of any or all of said deferred payments prior to maturity, and, in such event, shall pay in addition to the principal, interest to the date of payment. In any event the payment in full by Reynolds at any time of the basic price of $10.00 per share shall not affect the obligation of Reynolds to pay the additional contingent amount of $277,500.00, provided any of the combinations of quantities and amounts is met as set forth in the above schedule. Said notes shall be payable at the Savannah Bank and Trust Company of Savannah, Savannah, Georgia, and shall provide for acceleration in the event any default is not remedied within thirty days after written demand. Upon each such payment being made, the Escrow Bank shall release and deliver to Reynolds one share for each $10.00 of principal so paid. The shares held by the Escrow Bank shall be held as security for the unpaid principal balance of the basic purchase price of said shares at $10.00 per share, and from time to time any and all shares in excess of one share for each $10.00 of such unpaid principal balance shall be released and delivered to Reynolds by the Escrow Bank. Should Reynolds default in any of the payments due on account of said unpaid purchase price, and should such default not be cured within thirty days after written demand by the Escrow Bank, or by any person entitled to payment, then the entire balance of the notes secured by the pledge of said stock shall, at the option of the holders become due and payable immediately and the respective holders of the notes shall have the right to sell or otherwise dispose of the stock pledged as security for the payment of said notes either at public or private sale at not less than the fair value thereof, and apply the net proceeds of such sale to the payment of the indebtedness secured by said notes, and shall account to Reynolds for any surplus remaining after the payment of said indebtedness, and Reynolds hereby authorizes the respective holders of the notes to sign and execute any transfer, conveyance or instrument in writing whether under seal or otherwise which may be necessary or lawful to effect the transfer of said stock in the event of any such sale, all of which may be done without limiting the right to proceed against Reynolds in an action to recover a money judgment for any balance which may be due on the notes. The Escrow Bank, after default, provided the same has not been cured within thirty days after written demand by the Escrow Bank or by any person entitled to payment, shall upon demand deliver the stock and the notes secured thereby to the payee or to the holders of said notes.

10. In the event Reynolds shall elect to exercise the option, the Majority Stockholders hereby agree, individually and collectively that they will at any time and from time to time until December 31, 1954, have available for transfer, and shall on demand of Reynolds transfer to Reynolds at the price of $10.00 per share, such additional shares of the common stock of Southern States as may be necessary to insure that, despite any conversion of preferred stock into common stock, Reynolds shall have and maintain not less than 51% of the common stock of Southern States outstanding at any time. In order to insure that there will be available to Reynolds sufficient common stock to comply with this obligation, the Majority Stockholders will cause to be deposited with the Escrow Bank at least 37,122 additional shares of common stock of Southern States in such form as to be transferable upon delivery. From time to time, upon demand of Reynolds as preferred stock may be converted

into common stock, the Escrow Bank shall deliver to Reynolds such number of shares of said stock as may be necessary to enable Reynolds to maintain its ownership of 51% of the outstanding common stock of Southern States, upon receipt of satisfactory evidence that Reynolds has paid or tendered $10.00 per share cash for each share of such common stock which is then to be transferred to Reynolds, and that because of the conversion of preferred stock into common stock Reynolds is then entitled to such additional shares of common stock under the provisions of this paragraph. The Majority Stockholders hereby agree to cause the Secretary of Southern States to notify Reynolds and the Escrow Bank immediately as preferred stock is converted into common stock. If and when additional shares of common stock are purchased by Reynolds to maintain its ownership of 51% of the common stock of Southern States, the same shall be purchased at $10.00 a share for cash, first from the shares of M. J. Beasley, Barth E. Shea, and Joel B. Gibson, on a prorata basis, and thereafter from the shares of F. O. Wahlstrom, J. W. McIntire and W. J. Mahany on a prorata basis. As the preferred stock is retired and cancelled by Southern States, pursuant to the provisions under which the preferred stock was issued, thus reducing the number of shares of common stock necessary to be held under the terms of this paragraph, the Escrow Bank will release said shares of stock in proportion to the retirement of the preferred stock, so that there will remain in the hands of the Escrow Bank only a sufficient number of shares of common stock to insure that, despite any past or future conversion of preferred stock into common stock, Reynolds shall be in a position to have and maintain not less than 51% of the common stock of Southern States outstanding at any time by the purchase from the shares of stock so held by the Escrow Bank under this paragraph, of stock at $10.00 cash per share.

11. The parties agree that the registered owners of all of the stock deposited with the Escrow Bank under the terms of this agreement shall be entitled to all dividends accruing on and shall have all rights of every character with respect to all shares of stock which may be held by the Escrow Bank and that in the event Reynolds shall exercise this option, thereafter Reynolds shall be entitled to all dividends accruing on and shall have all rights of every character with respect to all shares of stock which may be held by the Escrow Bank, except in respect to those shares of stock deposited with the Escrow Bank by the Majority Stockholders to provide that Reynolds may maintain control despite any conversions of preferred stock into common stock.

12. It is understood and agreed that if during the period between June 24, 1949, and January 1, 1950, Southern States has purchased from Reynolds at least 15,000,000 pounds of aluminum coil and other aluminum products and does not have in its inventories on January 1, 1950, more than 4,000,000 pounds of aluminum either in coil for roofing or formed into roofing, including all such materials then on consignment, by Southern States to dealers and others, then Reynolds will pay an additional $150,000.00 on account of the purchase price of Southern States common stock, in which event said sum will be distributed ratably and proportionately among all stockholders who have deposited their stock hereunder.

13. In the event Reynolds exercises the option to buy at least 51% of the common stock of Southern States, it is hereby agreed that Reynolds within ten days after the option is exercised will pay Johnson, Lane, Space and Co., Inc., the sum of $10,000.00 in full for their services to Reynolds in this transaction, which shall be in lieu of commissions and reimbursement for expenses.

IN WITNESS WHEREOF, the parties have each hereunto set their respective hands and seals on the day and year first above written.

SAVANNAH BANK AND TRUST COMPANY OF SAVANNAH

By s/ Reuben Clark
President

ATTEST:
s/ John F. Wollbrook
Asst. Cashier

(Corporate Seal)

s/ F. O. Wahlstrom (LS)
F. O. Wahlstrom

s/ James W. McIntire (LS)
J. W. McIntire

s/ W. J. Mahany (LS)
W. J. Mahany

LIBERTY NATIONAL BANK AND TRUST COMPANY OF SAVANNAH

By s/ C. S. Sanford
President

ATTEST:
s/ H. H. Grady
Asst. Cashier

(Corporate Seal)

s/ James W. McIntire
James W. McIntire

s/ James P. Houlihan, Jr.
James P. Houlihan, Jr.
As Trustees for Frank O. Wahlstrom, Jr.

JOHNSON, LANE, SPACE AND CO., INC.

By s/ Thomas M. Johnson
President

ATTEST:
s/ Allen Crawford
Secretary

(Corporate seal)

REYNOLDS METALS COMPANY

By s/ R. S. Reynolds, Jr.
President

ATTEST:
s/ Allyn Dillard
Secretary

(Corporate Seal)