PLAINTIFF'S EXHIBIT
RMC-543

27365

SUPPLEMENTAL AGREEMENT May 28, 1952

WHEREAS REYNOLDS METALS COMPANY (hereinafter called "Reynolds"), of the one part, and certain Majority Stockholders of SOUTHERN STATES IRON ROOFING COMPANY (hereinafter called "Southern States"), of the other part, entered into an agreement dated June 19, 1950, for the purpose of putting into effect the exercise by Reynolds of its option to buy from said majority stockholders certain stock of Southern States; and

WHEREAS paragraph 12 of said agreement provides for an additional and contingent payment by Reynolds to said majority stockholders in the amount of $277,500 on June 30, 1955, in the event that the purchases of aluminum by Southern States from Reynolds during the five-year period beginning July 1, 1950, combined with the profits of Southern States during said five-year period, equals or exceeds any one of the five combinations of quantities and amounts set forth below (as originally set forth in paragraph 9 of the original option agreement dated July 1, 1949, between the same parties):

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

WHEREAS the provisions of said agreement are not clear as to

TX GARRETT

RMC0002047

not practicable for said contingent payment to be made on June 30, 1955, because it will not be possible to complete the necessary computations by that date; and

WHEREAS the said parties desire to clarify the method and procedure for making such determinations and to provide for a later payment date;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. In computing the purchases of aluminum and aluminum products by Southern States from Reynolds, all purchases from Reynolds Alloys Company (a wholly owned subsidiary of Reynolds) shall be included with the purchases from Reynolds for the purposes of said computation. A purchase shall mean a shipment by Reynolds (or by Reynolds Alloys Company) with respect to which title has passed to Southern States by the terms of shipment or sale.

2. It is agreed that the purchases of aluminum and aluminum products by Southern States from Reynolds during the period beginning July 1, 1950, and ending June 30, 1951, aggregated 19,173,371 pounds.

3. For the year ending June 30, 1952, and each of the three succeeding years, the poundage of such purchases by Southern States from Reynolds shall be first computed by Reynolds, which shall make its accounting work sheets supporting the computation available for audit by a representative of the said majority stockholders. When the parties have agreed to the poundage a letter agreement respecting such poundage will be signed each

parties agree that the profits of Southern States for the first six months of 1950, before taxes on income, were $105,568.82 (as set forth in Reynolds' internal auditors' report prepared September 5, 1950,) after charging to the first half of 1950 one-half of the Christmas bonus of $58,077.93 paid by Southern States to its officers and employees in December, 1950, and that the other half of said bonus shall be chargeable to the last six months of 1950. The parties further agree that no part of the management bonus paid by Southern States for the year 1950 was attributable or is to be charged to operations and profits of Southern States for the first six months of 1950 inasmuch as the profits in that period did not exceed one-half of the required return on invested capital.

5. Except insofar as the figures have been agreed to by the parties as herein above set forth the net profits of Southern States for the five-year period ending June 30, 1955, shall be computed by Barnes, Askew, Mills & Company or other independent public accountants of recognized standing selected by said majority stockholders and agreed to by Ernst & Ernst or other independent public accountants of recognized standing selected by Reynolds. In the event that there is any disagreement between the public accountants representing the majority stockholders and the public accountants representing Reynolds as to the net profits of Southern States, the disputed item or items shall be submitted to arbitration by a third firm of independent public accountants of recognized standing selected by the public accountants representing the majority stockholders and the public accountants representing Reynolds.

event said payment shall be made by Reynolds within fifteen (15) days after said computation has been made and approved.

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

REYNOLDS METALS COMPANY

ATTEST:

By ______________________
President

____
Asst. Secretary

LIBERTY NATIONAL BANK AND TRUST COMPANY OF SAVANNAH

ATTEST:

By ______________________
Exe. V- President

____
Asst. Cashier

______________________ (SEAL)
F. O. Wahlstrom

______________________ (SEAL)
J. W. McIntire

(SEAL) ______________________
James W. McIntire

______________________ (SEAL)
W. J. Mahany

(SEAL) ______________________
James P. Houlihan, Jr.
As Trustees for Frank O. Wahlstrom, Jr.

______________________ (SEAL)
M. J. Beasley

______________________ (SEAL)
Barth E. Shea

____
Joel B. Gibson

RMC0002050

TX GARRETT