PLAINTIFF'S EXHIBIT
RMC-542

EXTENSION OF OPTION

THIS AGREEMENT made this December 14, 1949, between REYNOLDS METALS COMPANY, a Delaware Corporation, herein called "Reynolds", and F. O. WAHLSTROM, J. W. McINTIRE, and W. J. MAHANY majority stockholders of Southern States Iron Roofing Company, a Georgia Corporation, herein collectively called the "Majority Stockholders", (Southern States Iron Roofing Company herein referred to as "Southern States"),

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

WHEREAS, the Majority Stockholders granted an option to Reynolds to purchase not less than fifty-one per cent (51%) of the outstanding common stock of Southern States Iron Roofing Company at any time up to and including January 1, 1950, for which Reynolds paid the sum of $150,000.00, which was distributed to the Majority Stockholders and all other stockholders who deposited their stock in escrow under said agreement ratably and in proportion to their ownership of said stock, and,

WHEREAS, the parties hereto have agreed to an extension of said option to purchase said stock to June 30, 1950, on the same terms and conditions set forth in said option agreement dated June 24, 1949, to which reference is hereby made, except as herein modified.

NOW, THEREFORE, in consideration of the increase in the price of the stock, the payment to be made by Reynolds, and the mutual benefits to be derived, it is agreed between the parties hereto as follows:

1. The price per share of Southern States common stock to be purchased by Reynolds shall be increased from the basic price of $10.00 per share to a basic price of $10.94 per share.

2. Reynolds will pay an additional sum of $150,175.34, representing 94¢ per share on 159,761 shares of common stock of Southern States deposited in escrow in the Savannah Bank and Trust Company of Savannah under the terms of the escrow agreement dated

July 1, 1949. Said sum will be deposited in the Savannah Bank and Trust Company for the benefit of the Majority Stockholders and all other stockholders who have deposited their stock in escrow in the Savannah Bank and Trust Company pursuant to said agreement, within ten (10) days from the date of this agreement.

3. The total number of shares on deposit in escrow is 159,761 as follows:

Name	Number 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 F. O. Wahlstrom, Jr.	10,000
Public Stockholders	38,761
	159,761

If any of the public stockholders, who have deposited their stock under the escrow agreement, fail or refuse to agree to an extension of the option as provided herein, 94¢ per share will be returned to Reynolds for each share of stock not participating in this extension agreement, not later than January 30, 1950.

4. The said sum of $150,175.34 (less any amount returned to Reynolds on account of public stockholders not participating in this extension of option), together with the $150,000.00 heretofore paid by Reynolds will be applied on account of the purchase price, if the option is exercised at any time up to and including June 30, 1950; if said option is not exercised by Reynolds, all amounts paid by Reynolds shall be retained by the stockholders ratably and in proportion to their ownership of stock deposited in escrow for sale to Reynolds under said escrow agreement.

5. It is understood and agreed that all of the terms, conditions and stipulations contained in the option agreement of June 24, 1949, the management contract and the sales contract attached thereto, and the escrow agreement dated July 1, 1949, shall remain in full force and effect as far as applicable during the period of this extended option, except as herein modified.

Since the intent of this modified agreement is to extend the option for a period of six (6) months, all dates mentioned in the original option and other agreements heretofore mentioned shall likewise be extended for a period of six (6) months where applicable. It is further understood and agreed that, for the purpose of this extension agreement, the period beginning January 1, 1950, and ending June 30, 1950, shall be the period contemplated by paragraph 8 of the aforesaid option agreement dated June 24, 1949; if Reynolds becomes obligated to purchase the stock under the provisions of said paragraph 8, then both the $150,000 paid for the option and the $150,175.34 paid under this agreement for the extension of said option (less any amount returned to Reynolds on account of public stockholders not participating in said extension) shall be credited on the purchase price of such stock; and in the event that the formula of 15,000,000 and 4,000,000 pounds applies, Reynolds will pay an additional amount of $150,000, which shall be added to the purchase price; it being the intent of this agreement that if Reynolds purchases such stock pursuant to this agreement, the total purchase price shall be $150,000 more than it would have been had Reynolds purchased such stock under the terms of the said agreement dated June 24, 1949.

6. The Majority Stockholders hereby represent and guarantee to Reynolds that all stockholders who have deposited their stock in escrow in the Savannah Bank and Trust Company will be given an opportunity through Johnson, Lane, Space and Company, Inc., to participate in this extension agreement, and to sell their stock in accordance with the terms set forth in the original contract, as hereby amended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

REYNOLDS METALS COMPANY

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

s/ F. O. Wahlstrom
F. O. Wahlstrom

s/James W. McIntire
J. W. McIntire

s/ W. J. Mahany
W. J. Mahany

The foregoing extension agreement is acceptable to the undersigned.

SAVANNAH BANK AND TRUST COMPANY
OF SAVANNAH

By s/ Reuben Clark
President

JOHNSON, LANE, SPACE AND COMPANY, INC.

By s/ Thos. M. Johnson
President