



290586

ACCOUNT NO. : 072100000032

REFERENCE : 637250 6209A

AUTHORIZATION :

Patricia Pyjunt

COST LIMIT : \$ 122.50

ORDER DATE : December 16, 1997

ORDER TIME : 2:22 PM

ORDER NO. : 637250-005

CUSTOMER NO: 6209A

CUSTOMER: William H. Cauthen, Esq
Cauthen & Feldman
215 N. Joanna Avenue

~~XXXXXXXXXXXX~~ 000002374230--7

Tavares, FL 32778-3200

ARTICLES OF MERGER

ROYAL ALUMINUM, INC.

INTO

RAI ACQUISITION CORP.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Andrew Cumper

EXAMINER'S INITIALS:

FILED
97 DEC 16 PM 4:22
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
97 DEC 16 PM 4:11
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATE AFFAIRS

12/18
For merger
C.S.

ARTICLES OF MERGER
Merger Sheet

MERGING:

ROYAL ALUMINUM, INC., a Florida corporation, 290586

INTO

RAI ACQUISITION CORP., a Delaware corporation not qualified in Florida

File date: December 16, 1997

Corporate Specialist: Joy Moon-French

Account number: 072100000032

Account charged: 122.50



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

December 17, 1997

CSC
ANDREW
TALLAHASSEE, FL

SUBJECT: ROYAL ALUMINUM, INC.
Ref. Number: 290586

RESUBMIT
Please give original
submission date as file date.

We have received your document for ROYAL ALUMINUM, INC. and the authorization to debit your account in the amount of \$122.50. However, the document has not been filed and is being returned for the following:

The names of the persons signing the document must be typed or printed beneath the signatures.

Page three of the plan of merger refers to an "Annex IV" and a "Schedule 2.1" as being attached, these documents must be attached, OR the reference to their being attached removed from the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6957.

Joy Moon-French
Corporate Specialist

Letter Number: 797A00059306

RECEIVED
97 DEC 18 AM 10:04
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
OF
ROYAL ALUMINUM, INC.
INTO
RAI ACQUISITION CORP.

FILED

97 DEC 16 PM 4:22

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Under Section 607.1107 of Florida Statutes

Pursuant to the provisions of Section 607.1107 of the Florida Statutes, the undersigned hereby certify by these Articles of Merger as follows:

FIRST: The names of the corporations which are parties to the merger are Royal Aluminum, Inc., a Florida corporation, and RAI Acquisition Corp., a Delaware corporation. The surviving corporation is RAI Acquisition Corp.

SECOND: The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

THIRD: The Agreement and Plan of Merger was duly adopted by the shareholders of each party to the merger on the 15th day of December, 1997.


IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers this 15th day of December, 1997.

ROYAL ALUMINUM, INC.

By: 
Chairman and Chief Executive Officer

JOHN McLEOD

RAI ACQUISITION CORP.

By: 
Vice President A.L. FRENCH


By: 
Assistant Secretary JOHN HAGENAN

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of December 15, 1997, by and among METALS USA, Inc., a Delaware corporation ("Metals"), RAI ACQUISITION CORP., a Delaware corporation and wholly-owned subsidiary of Metals ("Newco"), ROYAL ALUMINUM, INC., a Florida corporation (the "Company"), and John D. McLeod, Jr., Trustee of the John D. McLeod, Jr. Family Trust dated 11-21-85 and Sherry S. McLeod, Trustee of the Sherry S. McLeod Family Trust dated 11-21-85, the stockholders of the Company, and John D. McLeod, Jr. and Sherry S. McLeod, the stockholders of I.M.T., Inc., a Florida corporation ("IMT") (collectively, the "Stockholders").

WHEREAS, the respective Boards of Directors of Newco and the Company (collectively called the "Constituent Corporations") deem it advisable and in the best interests of the Constituent Corporations and their respective stockholders that the Company merge with and into Newco pursuant to this Agreement and the applicable provisions of the laws of the State of Delaware and the State of Florida (the "State of Incorporation");

WHEREAS, the Boards of Directors of the Constituent Corporations have approved and adopted this Agreement as a plan of reorganization under Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, concurrently with the execution and delivery of this Agreement, the parties hereto are consummating the transactions contemplated hereby;

NOW, THEREFORE, in consideration of the mutual agreements, representations and warranties herein contained, the parties hereto hereby agree as follows:

1. THE MERGER

1.1 The Merger. On the terms and subject to the conditions of this Agreement, at the Effective Time (as defined below), the Company shall be merged with and into Newco (the "Merger") and the separate existence of the Company shall cease, all in accordance with the provisions of the law of the State of Incorporation and the General Corporation Law of the State of Delaware (the "DGCL"). Newco shall be the surviving corporation in the Merger and is sometimes hereinafter called the "Surviving Corporation".

1.2 Effective Time. The Merger shall become effective at such time (the "Effective Time") as a certificates of merger, in forms appropriate for filing, are filed with the Secretaries of State of the State of Delaware and the State of Incorporation (the "Merger Filings"). The Merger Filings shall be made simultaneously with or as soon as practicable after the closing of the transactions contemplated by this Agreement.

1.3 Certificate of Incorporation, By-laws and Board of Directors of Surviving Corporation. At the Effective Time:

(i) the Certificate of Incorporation of Newco then in effect shall be the Certificate of Incorporation of the Surviving Corporation until changed as provided by law;

(ii) the By-laws of Newco then in effect shall be the By-laws of the Surviving Corporation until they shall thereafter be duly amended;

(iii) the Board of Directors of the Surviving Corporation shall consist of (a) the persons who were directors of the Company immediately prior to the Effective Time, and (b) J. Michael Kirksey, who shall be appointed to the Board of Directors of the Surviving Corporation effective immediately after the Effective Time (and, if necessary, the size of the Board of Directors of the Surviving Corporation shall be expanded so as to accommodate such appointment); and

(iv) the officers of the Company immediately prior to the Effective Time shall become officers of the Surviving Corporation in the same capacity or capacities, and J. Michael Kirksey shall be appointed as an additional Vice President, and Keith St. Clair shall be appointed as an Assistant Treasurer, and John A. Hageman shall be appointed as an Assistant Secretary, of the Surviving Corporation.

1.4 Effect of Merger. At the Effective Time, the effect of the Merger shall be as provided in the DGCL and the law of the State of Incorporation. Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of Newco shall continue unaffected and unimpaired by the Merger and the corporate franchises, existence and rights of the Company shall be merged with and into Newco, and Newco, as the Surviving Corporation, shall be fully vested therewith. At the Effective Time, the separate existence of the Company shall cease and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public, as well as of a private, nature, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all taxes, including those due and owing and those accrued, and all other choses in action, and all and every other interest of or belonging to or due to the Company or Newco shall be taken and deemed to be transferred to, and vested in, the Surviving Corporation without further act or deed; and all property, rights and privileges, powers and

franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Company and Newco; and the title to any real estate, or interest therein, whether by deed or otherwise, under the laws of the state of Incorporation vested in the Company and Newco, shall not revert or be in any way impaired by reason of the Merger. Except as otherwise provided herein, the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of the Company and Newco and any claim existing, or action or proceeding pending, by or against the Company or Newco may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in their place. Neither the rights of creditors nor any liens upon the property of the Company or Newco shall be impaired by the Merger, and all debts, liabilities and duties of the Company and Newco shall attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by such Surviving Corporation.

1.5 Name Change. After the Effective Time, or as a part of the Merger, Metals shall have the right to elect to cause the Surviving Corporation to change its name to "Royal Aluminum, Inc.".

2. CONVERSION OF STOCK; CLOSING

2.1 Manner of Conversion. The manner of converting the shares of (i) outstanding capital stock of the Company (collectively, the "Company Stock") and (ii) Newco Stock, issued and outstanding immediately prior to the Effective Time, respectively, into shares of (x) Metals Stock (as defined below) and (y) common stock of the Surviving Corporation, respectively, shall be as follows:

As of the Effective Time:

(i) each share of Company Stock issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, automatically shall be converted into the right to receive its pro rata interest in the aggregate consideration payable to all holders of all Company Stock, which consideration shall consist of (a) in cash, of which amount shall be paid by wire transfer of immediately available funds, and of which amount shall be deposited by Metals into escrow with the Escrow Agent identified in the form of Escrow Agreement, and (b) 211,827 shares of common stock, par value \$.01 per share, of Metals ("Metals Stock");

FROM

(MON) 12.15 '97 15:07/ST. 15:02/NO. 3561101148 P 11

(ii) all shares of Company Stock, if any, that are held by the Company as treasury stock shall be canceled and retired and no shares of Metals Stock or other consideration shall be delivered or paid in exchange therefor; and

(iii) each share of Newco Stock issued and outstanding immediately prior to the Effective Time shall remain outstanding and shall continue to be owned by Metals immediately after the Effective Time.

2.2 Delivery of Certificates. At the Closing, (i) the Stockholders shall deliver to Metals the certificates representing the Company Stock, duly endorsed in blank by the Stockholders, or accompanied by blank stock powers, and with all necessary transfer tax and other revenue stamps, acquired at the Stockholders' expense, affixed and canceled, and (ii) Metals shall deliver to the Stockholders certificates representing the Metals Stock and cash as described above. The Stockholders agree promptly to cure any deficiencies with respect to the endorsement of the stock certificates or other documents of conveyance with respect to such Company Stock or with respect to the stock powers accompanying any Company Stock.

2.3 Purchase of IMT Capital Stock. Concurrently with the closing of the Merger, Metals is purchasing all of the outstanding shares of capital stock of IMT from the Stockholders for aggregate consideration of \$350,000, payable by wire transfer.

2.3 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") is occurring concurrently with the execution and delivery hereof. The date hereof is sometimes herein called the "Closing Date".