

ARTICLE X

This Agreement was (a) duly advised by the Board of Directors of Gaylord by the adoption, on September 7, 1955, of a resolution declaring that the Merger herein proposed was advised substantially upon the terms set forth herein, and directing that this Agreement be submitted for action thereon at an extraordinary (special) meeting of stockholders of said corporation, and (b) duly approved by the stockholders of said corporation in the manner and by the vote required by the Charter of said corporation at the said meeting of stockholders held on November 22, 1955, or at an adjournment or adjournments thereof, by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock entitled to vote thereon, as provided by the Charter of Gaylord (said Common Stock being the only class of stock outstanding and entitled to vote).

ARTICLE XI

The Merger to be effected by this Agreement was duly advised, authorized and approved by Crown Zellerbach Corporation in the manner and by the vote required by the laws of the State of Nevada and by the Articles of Incorporation of said corporation.

ARTICLE XII

The Boards of Directors of the Constituent Corporations reserve the right by mutual consent, evidenced by majority vote of the entire Board of Directors of each of the Constituent Corporations, in their uncontrolled discretion, wholly to abandon and refrain from making effective the Merger provided for in this Agreement, at any time before the Merger becomes effective as provided by the laws of the States of Nevada and Maryland, without further action or approval by the stockholders of the respective corporation or corporations.

ARTICLE XIII

The Surviving Corporation assumes and agrees to fulfill its liabilities and duties, to make payment to dissenting stockholders, if any, of the Surviving Corporation of the fair cash value of their shares in accordance with the applicable provisions of the laws of the State of Nevada, and to make payment to the objecting stockholders, if any, of Gaylord of the fair value of their stock in accordance with the applicable provisions of the laws of the State of Maryland.

ARTICLE XIV

Subject to the provisions of Article XII hereof, this Agreement shall be submitted to the stockholders of each of the Constituent Corporations as provided by law, and it shall take effect and be deemed and taken to be the Agreement and act of Merger of said corporations upon the adoption thereof by the votes, given in person or by proxy, of holders of shares of the Capital Stock of each of the Constituent Corporations in accordance with the requirements of each of their respective Articles of Incorporation or Charter and in accordance with the requirements of the laws of the state under which each was formed, at a meeting of the stockholders of each of the Constituent Corporations held for the purpose of considering and voting for the adoption or rejection of this Agreement, and upon the doing of such other acts and things as shall be required for accomplishing the Merger by the applicable provisions of said laws of the State of Nevada and of the State of Maryland, as respectively amended and supplemented.

ARTICLE XV

The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and of accomplishing the Merger.

ARTICLE XVI

For the convenience of the parties and to facilitate the filing or recording of this Agreement any number of counterparts thereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be signed in their respective corporate names by their respective Presidents or one of their respective Vice-Presidents and their