

#36668

Pacific Power & Light Company and Northwestern Elec. Co.

AGREEMENT AND ACT OF CONSOLIDATION AND MERGER

BETWEEN

PACIFIC POWER & LIGHT COMPANY

AND

NORTHWESTERN ELECTRIC COMPANY

AGREEMENT AND ACT OF CONSOLIDATION AND MERGER

This AGREEMENT AND ACT OF CONSOLIDATION AND MERGER, dated April 17, 1947, between PACIFIC POWER & LIGHT COMPANY (hereinafter sometimes referred to as "Pacific"), a corporation organized under the laws of the State of Maine, and its directors or a majority thereof, and NORTHWESTERN ELECTRIC COMPANY (hereinafter sometimes referred to as "Northwestern"), a corporation organized under the laws of the State of Washington, and its directors or a majority thereof, said corporations being hereinafter sometimes referred to as the "Constituent Corporations",

W I T N E S S E T H:

ARTICLE I.

MERGER AND NAME.

On the effective date of this Agreement, pursuant to the laws of the State of Maine and of the State of Washington, Northwestern shall be forthwith merged into and with Pacific, which shall survive the merger, shall continue in existence under and be governed by the laws of the State of Maine, and shall continue to be named "Pacific Power & Light Company".

On the effective date of this Agreement, Pacific (hereinafter sometimes referred to as the "Surviving Corporation") shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, powers, franchises and immunities of each Constituent Corporation of both a public and private nature, and shall be subject to all debts, liabilities, restrictions and duties of each Constituent Corporation; and all and singular the rights, privileges, powers, franchises and immunities of each Constituent Corporation, of both a public and private nature, and all property real, personal or mixed, and all debts due to either Constituent Corporation on any account, and all other things in action of or belonging to each Constituent Corporation, shall be vested in the Surviving Corporation, and shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations; and the title to any real estate and to any other property, vested by deed or otherwise in either Constituent Corporation, shall not revert or be in any way impaired by reason of this merger or the statutes providing therefor; provided, however, that all rights of creditors and all liens upon property of either Constituent Corporation shall be preserved unimpaired, limited to the property affected by such liens at the time of the merger, and all debts, liabilities, restrictions and duties of each Constituent Corporation shall thenceforth attach to the Surviving Corporation, any may be enforced against it to the same extent as if incurred or contracted by it. The parties hereto agree that from time to time as and when requested by the Surviving Corporation, or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all such proper deeds, assignments and other instruments and will take or cause to be taken all such further or other action as may be deemed by counsel to the Surviving Corporation necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all of such property, rights, privileges, powers and franchises, and otherwise to carry out the purposes of this Agreement.

ARTICLE II:

AMENDED CERTIFICATE OF ORGANIZATION OF THE SURVIVING CORPORATION.