

**Anderson  
and  
Yamada, P.C.**  
**ATTORNEYS AT LAW**

8755 SW Barnes Road, Suite 875, Portland, Oregon 97225 Telephone (503) 227-4586 FAX (503) 227-7044

John A. Anderson\*  
Terence J. Yamada\*\*  
Kevin M. Anderson  
Andrew I. Schlegel

\*OREGON AND WASHINGTON BARS  
\*\*OREGON, WASHINGTON AND IDAHO BARS

October 21, 2011  
File No. 5611-001

VIA FAX NO. (360) 586-1181

Tina Leipski  
Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Dr. SW  
Olympia, WA 98504-7250

**RE: West Coast Piano Moving and Storage, LLC - Permit ID HG063133  
Change of Ownership**

Dear Ms. Leipski:

Pursuant to our telephone conversation, please update West Coast Piano Moving and Storage, LLC's records to reflect the following change in ownership:

**Former LLC Members**

Jon Willie  
Douglas Storey  
Mitch Paola  
Daniel Paola

**Current LLC Members**

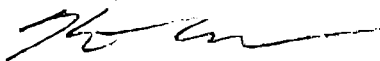
Jon Willie  
Douglas Storey  
Mitch Paola

As you can see the only change in ownership was the elimination of Daniel Paola as a LLC member. Each member has an equal membership interest in the company. Attached is a redacted copy of the Redemption Agreement evidencing West Coast Piano's redemption of Daniel Paola's membership interest in the company.

If you have any questions or need further information to update the records, please contact my office directly.

Very truly yours,

ANDERSON AND YAMADA, P.C.



Kevin M. Anderson

Enclosures

cc: West Coast Piano Moving and Storage, LLC  
KMA:tp (F:\CLIENTS\5611\5611-1\Letters\LTR2.doc 10/21/2011)

## REDEMPTION AGREEMENT

This Redemption Agreement ("Agreement") is between West Coast Piano Moving and Storage, LLC, an Oregon limited liability company (the "Company"), and DANIEL PAOLA ("Member").

### SECTION 1 DEFINITIONS

(a) "Membership Interest" means 25 units of the Company, represented by the Operating Agreement.

"Operating Agreement" means the Operating Agreement of the Company dated November 5, 2004 among the Company and its interest holders.

### SECTION 2 REDEMPTION

2.1 Purchase and Sale of Membership Interest. Contemporaneously with the signing and delivery of this Agreement, the Company will buy the Membership Interest from Member and Member will sell the Membership Interest to the Company.

2.2 Purchase Price. The purchase price for the Membership Interest is [REDACTED]

### SECTION 3 CLOSING

Contemporaneously with the signing and delivery of this Agreement:

3.1 Delivery by the Company. The Company will pay the purchase price for the Membership Interest by:

- (a) delivering to Member payment in the amount of [REDACTED] on December 22, 2010, and
- (b) delivering to Member payment in the amount of [REDACTED] on December 31, 2010.

3.2 Delivery by Member. Member will deliver to the Company:

- (a) an assignment of units indorsed to the Company, in form and substance reasonably satisfactory to the Company, together with any certificates representing the Membership Interest.

3.3 Employment Relationship. The Member's employment relationship with the Company is terminated.

3.4 Distributions and Allocations. Member shall receive no distributions and no allocation of Company profits and losses after the effective date of this Agreement.

### SECTION 4 REPRESENTATIONS AND WARRANTIES OF MEMBER

Member represents and warrants to the Company as follows:

- 4.1 **Authority.** Member has full power and authority to sign and deliver this Agreement and to perform all of Member's obligations under this Agreement.
- 4.2 **Binding Obligation.** This Agreement is the legal, valid, and binding obligation of Member, enforceable against Member in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.
- 4.3 **No Conflicts.** The signing and delivery of this Agreement by Member and the performance by Member of all of Member's obligations under this Agreement will not:
- (a) breach any agreement to which Member is a party, or give any person the right to accelerate any obligation of Member;
  - (b) violate any law, judgment, or order to which Member or the Membership Interest is subject; or
  - (c) require the consent, authorization, or approval of any person, including but not limited to any governmental body.
- 4.4 **Title to Membership Interest.** Member has good title to the Membership Interest, free from all liens, mortgages, pledges, security interests, and other encumbrances.

## SECTION 5 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Member as follows:

- 5.1 **Organization.** The Company is a limited liability company duly organized and validly existing under the laws of the State of Oregon.
- 5.2 **Authority.** The Company has full power and authority to sign and deliver this Agreement and to perform all of the Company's obligations under this Agreement.
- 5.3 **Binding Obligation.** This Agreement is the legal, valid, and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.
- 5.4 **No Conflicts.** The signing and delivery of this Agreement by the Company and the performance by the Company of all of the Company's obligations under this Agreement will not:
- (a) conflict with the Company's articles of organization or operating agreement;
  - (b) breach any agreement to which the Company is a party, or give any person the right to accelerate any obligation of the Company;
  - (c) violate any law, judgment, or order to which the Company is subject; or

- (d) require the consent, authorization, or approval of any person, including but not limited to any governmental body.

## SECTION 6 RELEASE

- 6.1 Release by Member.** Member releases the Company and each present and future member, manager, officer, and authorized representative of the Company from any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, resulting from or arising out of:
- (a) any action or inaction by the Company before the signing and delivery of this Agreement in connection with Member's service as a member, manager, officer, employee, or independent contractor of the Company; or
  - (b) Member's ownership of the Membership Interest, including but not limited to, the right to receive any allocation or distribution of income or property from the Company.
- 6.2 Release by the Company.** The Company releases Member from any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, resulting from or arising out of:
- (a) any action or inaction by Member before the signing and delivery of this Agreement in connection with Member's service as a member, manager, officer, employee, or independent contractor of the Company.

## SECTION 7 GENERAL

- 7.1 No Assignment.** Neither party may assign or delegate any of the party's rights or obligations under this Agreement to any person without the prior written consent of the other party, which the other party may not withhold unreasonably.
- 7.2 Binding Effect.** This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.
- 7.3 Amendment.** This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.
- 7.4 Notices.** All notices or other communications required or permitted by this Agreement:
- (a) must be in writing;
  - (b) must be delivered to the parties at the addresses set forth below, or any other address that a party may designate by notice to the other party; and
  - (c) are considered delivered:
    - (1) upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service; or

- (2) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

To the Company:

c/o Douglas Storey  
30998 S.W. Orchard Drive  
Wilsonville, OR 97070  
Fax: \_\_\_\_\_

To Member:

Daniel Paola  
PO BOX 1765  
SANDY, OR 97055  
Fax: \_\_\_\_\_

- 7.5 **Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 7.6 **Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.
- 7.7 **Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 7.8 **Remedies.** The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- 7.9 **Governing Law.** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 7.10 **Venue.** Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.
- 7.11 **Attorney's Fees.** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

- 7.12 **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
- 7.13 **Signatures.** This Agreement may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.
- 7.14 **Attorneys.** The parties understand that the law firm of Cosgrave Vergeer Kester LLP has served as legal counsel to the Company in the preparation of this Agreement, and does not represent Member in connection with this Agreement. Member acknowledges that Member has consulted with Member's own legal counsel or has knowingly waived Member's right to do so.

[signature page to follow]

Dated effective the date when executed by the parties 12/31, 2010.

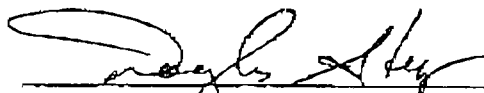
**Company:**

WEST COAST PLANO MOVING AND  
STORAGE, LLC

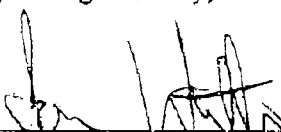
By: WSP INVESTMENT LLC ("WSP"),  
Company Member



By: Mitch Paola, WSP Member



By: Douglas Storey, WSP Member



By: Jon Willie, WSP Member

**Member:**



Daniel Paola

## ASSIGNMENT OF UNITS

1. **Assignment.** DANIEL PAOLA ("Assigning Party") assigns and transfers to WEST COAST PLANO MOVING AND STORAGE LLC, an Oregon limited liability company (the "Company"), Assigning Party's entire interest in 25 units of West Coast Plano Moving and Storage LLC, an Oregon limited liability company (the "Units").
2. **Warranty.** Assigning Party warrants to the Company that:
  - (a) Assigning Party is the only owner of the Units;
  - (b) the Units are valid;
  - (c) there is no adverse claim to the Units;
  - (d) the transfer evidenced by this Assignment of Units does not violate any restriction on transfer; and
  - (e) the transfer evidenced by this Assignment of Units is otherwise effective and rightful.
3. **Venue.** Any action, suit, or proceeding arising out of the subject matter of this Assignment of Units will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.
4. **Attorney's Fees.** If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Assignment of Units, or otherwise in connection with the subject matter of this Assignment of Units, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
5. **Company's Acceptance.** The Company accepts the Units subject to the terms and conditions in this Assignment of Units.

[Signatures on Next Page]



Dated effective: 12/31, 2010.

Assigning Party:

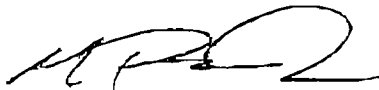


Daniel Paola

Company:

WEST COAST PIANO MOVING AND  
STORAGE, LLC

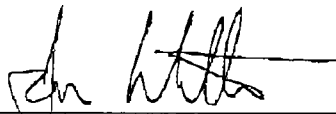
By: WSP INVESTMENT LLC ("WSP"),  
Company Member



By: Mitch Paola, WSP Member



By: Douglas Storey, WSP Member



By: Jon Willie, WSP Member

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**FACSIMILE TRANSMISSION**

TO: Tina Leipski Fax No.: (360) 586-1181  
FROM: Kevin M. Anderson Our Fax No.: (503) 227-7044  
DATE: October 21, 2011 File No.: 5611-002  
RE: West Coast Piano Moving and Storage, LLC - Permit ID HG063133  
Change of Ownership

**MESSAGE:**

TOTAL FAXED PAGES (including this cover page): 10

If you have not received all pages, please call Lauren at (503) 227-4586.

ORIGINAL DOCUMENT(S) X Will      Will not follow.

TO FOLLOW BY:      UPS EXPRS;      Fed Ex; X U.S. Mail;      Express Mail;      Other

**Circular 230 Disclosure:**

IRS rules of practice require us to inform you that any federal tax advice contained in this transmittal, including any attachments, is not intended or written to be used, and cannot be used, by the recipient or any taxpayer for the purpose of avoiding tax penalties under the Internal Revenue Code, or for promoting, marketing or recommending to anyone else any tax-related matters addressed herein. In addition, this tax advice may not be forwarded (other than within the taxpayer entity to which it has been sent) without our express written consent.

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