

**APPLICATION FOR TRANSFER OF CERTIFICATE OF AUTHORITY TO
PROVIDE COMPETITIVE TELECOMMUNICATIONS SERVICES IN OREGON**

INSTRUCTIONS: Complete every applicable section of this application. Attach additional documents and/or sheets to complete responses (if needed). You will be notified when the Commission receives your application, and again when it has been processed. Upon acceptance of this application, the Commission will publish notice pursuant to ORS 759.020(2). After submitting this application electronically, mail one copy with original signature and all attachments.

Desired Effective Date:

To guarantee processing by the effective date, the Commission must receive an application at least 60 days prior to the desired effective date unless Commission Staff and Applicant have agreed to an earlier effective date. The Commission allows filing and notice prior to effective date of transaction. The Commission will issue an order on the desired effective date unless Applicant files a notice of extension or withdraws the application.

SECTION I -- Transferee/Surviving Entity Information

1. Exact Legal Name of Surviving Entity or Transferee:

Business Productivity Solutions, Inc. ("BPS")

Applicant's Assumed Business Name(s) (if any) (e.g., dba, aka)

Must be registered with the Corporation Division.

Applicant's Type of Legal Entity (e.g., corporation, limited partnership)

Corporation

Business Address

730 2nd Avenue South

Suite 900

Minneapolis MN 55402

Phone **612-376-4400**

Fax **612-436-6816**

Email

2. Name and Address of Person to be Contacted for Further Information Regarding This Application:

Winafred Brantl

Kelley Drye & Warren LLP

8000 Towers Crescent Drive, Suite 1200

Vienna VA 22182

Phone **703-918-2315**

Fax **703-918-2450**

Email **wbrantl@kelleydrye.com**

3. Name and Address of Person to be Contacted for Regulatory Information (Commission will send requests for information to this person).

Catherine A. Murray, Manager, Regulatory Affairs

Eschelon Telecom, Inc.

730 2nd Avenue South, Suite 900

Minneapolis MN 55402

Phone **612-436-1632**

Fax **612-436-6816**

Email **camurray@eschelon.com**

4. Affiliated Interests:

As of the date of the transfer, will you be, or are you now, or have you ever been affiliated with any provider of telecommunications service that serves Oregon? If so, who? When? Describe affiliation. Affiliated interest is defined in OAR 860-032-0001.

Yes. BPS' parent, Eschelon Telecom, Inc., has another subsidiary, Eschelon Telecom of Oregon, Inc. (ID# 7893) which was granted intrastate authority (CP 938) on 7/26/01 in Order No. 01-606.

5. Previous Certificates of Authority:

List each certificate of authority previously granted by the Oregon PUC to Applicant and to each affiliated entity, under a legal name, an assumed business name, or any other name. Include all certificates whether or not canceled. For each certificate include: name of entity, docket number, and order number.

	Name of Entity	Docket Number	Order Number
a.	Eschelon Telecom of Oregon, Inc.	CP 938	01-606
b.			
c.			
d.			

SECTION II -- Transferring Entity (Transferor) Information

By completing this information the Transferor acknowledges that it will no longer have authority and cannot provide the telecommunications services that are transferred.

1. Exact Legal Name of Transferring or Merging Entity (Transferor):

GE Business Productivity Solutions, Inc.

Applicant's Assumed Business Name(s) (if any) (e.g., dba, aka)

Must be registered with the Corporation Division.

GE Capital Communications Services

Applicant's Type of Legal Entity (e.g., corporation, limited partnership)

Corporation

Business Address

**3225 Cumberland Boulevard
Suite 920
Atlanta GA 30339**

Phone **770-541-5782**

Fax **770-541-5703**

Email

2. Name and Address of Person to be Contacted for Further Information Regarding the Application:

**Winafred Brantl
Kelley Drye & Warren LLP
8000 Towers Crescent Drive, Suite 1200
Vienna VA 22182**

Phone **703-918-2315**

Fax **703-918-2450**

Email **wbrantl@kelleydrye.com**

3. Name and Address of Person to be Contacted for Regulatory Information (Commission will send requests for information to this person). Please provide the email address:

**Meredith Gifford
GE Business Productivity Solutions, Inc.
3225 Cumberland Boulevard, Suite 920
Atlanta GA 30339**

Phone **770-541-5782**

Fax **770-541-5703**

Email **meredith.gifford@ge.com**

4. Certificates of Authority to be Transferred:

a. List each certificate of authority previously granted by the Oregon PUC to Transferor, under its legal name, an assumed business name, or any other name. Include all certificates whether or not canceled. For each certificate provide the name of entity, docket number, and order number.

	Name of Entity	Docket Number	Order Number
1)	GE Business Productivity Solutions, Inc.	CP 1094	04-003
2)			
3)			
4)			

b. Do you request that ALL authority to provide telecommunications service be transferred? Yes No

c. If response to 4.b. is No, describe what authority is to be transferred and what authority is to be retained by the Transferor.

Note: The transferring entity (Transferor) will no longer be authorized to provide the telecommunications services that are transferred.

SECTION III -- Nature of Transaction between Transferee and Transferor (describe in detail)

Please see Attachment A for further description of the transaction.

Please use additional sheets if necessary to fully answer any item.

SECTION IV -- Conditions of a Certificate of Authority

As a condition of a certificate of authority, certificate holder must comply with all applicable Commission rules and state law, as well as conditions listed in the certificate.

For your convenience, following is a summary of some conditions from OAR 860-032-0001 et seq. (Division 32). Additional conditions will be specified in the certificate.

- a. Certificate holder shall provide only telecommunications services authorized by the certificate.
- b. Certificate holder's books and records shall be open to inspection by the Commission to the extent necessary to verify information required by the Commission's rules.
- c. Certificate holder shall pay all access charges and subsidies imposed pursuant to the Commission's rules.
- d. Certificate holder shall pay an annual fee to the Commission pursuant to the Commission's rules. This fee will be based on the certificate holder's annual gross retail intrastate revenues and will be no less than \$100 per calendar year. The certificate holder shall collect the fee by charging an equitable amount to each retail customer and describe the amount of the apportioned charge on each retail customer's bill, pursuant to the Commission's rules.
- e. The surviving entity (Transferee) is responsible for the annual PUC fee and all other fees incurred by the transferring entity (Transferor) as of the date the Commission approves the transfer.
- f. Certificate holder shall respond in a timely manner to Commission inquiries.

Pursuant to Residential Service Protection statutes, Chapter 290, Oregon Laws 1987, and Division 033, certificate holder shall be responsible to ensure that the Residential Service Protection Fund surcharge is remitted to the Commission. This surcharge is assessed against each paying retail subscriber at a rate that is set annually by the Commission.

Applicant understands that all services provided by Applicant must comply with all applicable Commission rules and state law, and with conditions of the certificate (check box at left).

<p><i>Signature of Person Authorized to Represent Transferee/Surviving Entity</i></p> <hr/> <p>Typewritten Name Jeffery Oxley (See verification)</p>	<p>Title Executive Vice President of Law & Policy</p> <p>Date 10/21/04</p>
<p><i>Person Authorized to Represent Transferring Entity (Transferor)</i></p> <hr/> <p>Typewritten Signature David M. O'Neill (See verification)</p>	<p>Title President</p> <p>Date 10/21/04</p>
<p>By signing this document I certify that I am a legal representative of this entity and that by transferring the authority to provide telecommunications to the above noted surviving entity, the transferring entity no longer has authority to provide telecommunications services that are transferred.</p>	

**Application for Transfer of Certificate of Authority
to Provide Competitive Telecommunications Services in Oregon**

**from GE Business Productivity Solutions, Inc.
to Business Productivity Solutions, Inc.**

**Addition to Online Form Application
Consisting of:**

**Verifications
Attachment A to Application**

VERIFICATION

I, Jeffery Oxley, am Executive Vice President of Law and Policy of Eschelon Telecom, Inc. and am authorized to represent it and its subsidiaries, including Business Productivity Solutions, Inc., and to make this verification on their behalf. The statements in the foregoing document relating to this company and its subsidiaries, except as otherwise specifically attributed, are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.



Subscribed and sworn to before me this 14th day of October 2004.


Notary Public

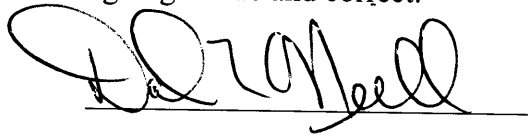
My Commission expires: 1/31/05



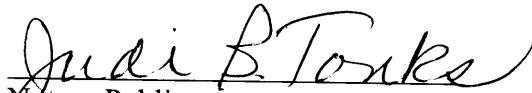
VERIFICATION

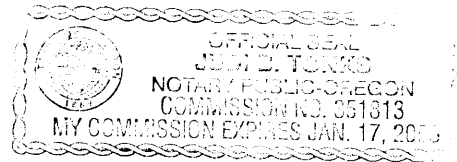
I, David M. O'Neill, am President of GE Business Productivity Solutions, Inc. and am authorized to represent it and to make this verification on its behalf. The statements in the foregoing document relating to this company, except as otherwise specifically attributed, are true and correct to the best of my knowledge and belief.

I declare under penalty of perjury that the foregoing is true and correct.



Subscribed and sworn to before me this 15 day of
October 2004.


Notary Public



My Commission expires: 1-17-2006

Attachment A

Further Description of Proposed Transaction
Including Request for Waiver
Of OAR 860-032-020(11) Notification Time Period
and Request for Expedited Review

GE Business Productivity Solutions, Inc. (“GEBPS”) and Business Productivity Solutions, Inc. (“BPS”) (together, the “Applicants”), file this information in support of their application to transfer the certificate of GEBPS to BPS. This request is an integral part of a transaction involving the transfer of substantially all of the assets of GEBPS, including the GEBPS customer base, to BPS without interruption of service. Pursuant to the terms of an Asset Purchase Agreement (“Agreement”) dated October 13, 2004, as described in more detail below, BPS’s ultimate parent company, Eschelon Telecom, Inc. (“ETI”), will acquire substantially all of the assets of GEBPS, including the GEBPS customer base and, where permitted, its state telecommunications authorizations, including GEBPS’s authorization in Oregon, and immediately transfer these assets to BPS (the “Transaction”). Accordingly, Applicants request that the Commission approve the transfer of the customers of GEBPS to BPS. BPS currently is not authorized to provide telecommunications services in Oregon. Thus, Applicants request that the Commission approve the transfer of the telecommunications authorizations of GEBPS in Oregon to BPS so that BPS can provide service to the existing customers of GEBPS. Should the Commission not deem the transfer of these authorizations appropriate, the Applicants request that the Commission grant BPS new authority to provide competitive intrastate services so that BPS can provide service to the existing customers of GEBPS. In either case, current GEBPS customers will continue to receive their same services at the same rates, terms and conditions.

After consummation of the Transaction, including the transfer of all of the GEBPS customers to BPS, GEBPS will no longer offer telecommunications services in Oregon; however the proposed Transaction is not expected to result in any loss or impairment of service to any of the customers of GEBPS. Customers will continue to receive their existing services at the same rates, terms and conditions and any future changes in the rates, terms and conditions of service

will be made consistent with Commission requirements. The only change will be in the customers' service provider.

The Applicants respectfully request *expedited* treatment and consideration of this Application so that the Applicants' business plans can be implemented, which business plans include consummation of the Transaction on *December 31, 2004*.¹ Thus, Applicants respectfully request that the Commission grant all relief sought herein on or before *December 31, 2004*.

The proposed transaction closing date compels a notification period slightly less than required under OAR 860-032-020(11). As discussed below, Applicants respectfully request that the Commission waive this timeframe requirement to the extent necessary for consummation of this transaction on December 31, 2004.

Description of the Companies

GE Business Productivity Solutions, Inc.

GEBPS, a Georgia corporation, is a direct, wholly owned subsidiary of General Electric Capital Corporation, which is a direct, wholly owned subsidiary of General Electric Capital Services, Inc., which is a direct, wholly owned subsidiary of the ultimate parent corporation, General Electric Company ("GE"), a New York corporation headquartered at 3135 Easton Turnpike, Fairfield, Connecticut 06431. GE is a widely held public corporation, and one of the largest and most diversified industrial corporations in the world. GEBPS is authorized to provide resold long distance telecommunications services virtually nationwide, including in

¹ In order to ensure that GEBPS customers continue to receive high quality services pending closing, Eschelon (as that term is defined hereinafter) or one of its subsidiaries may, should it be necessary and under certain conditions, provide certain management and related services to GEBPS on an interim basis until all required regulatory approvals and consents are received. BPS would provide any such services on behalf of GEBPS and subject to GEBPS' direction and control in a manner consistent with the certificates and tariffs of GEBPS, and applicable law and regulations.

Oregon.² In Oregon, GEBPS also is authorized to provide competitive local exchange and interexchange services. GEBPS holds Section 214 authorizations from the Federal Communications Commission to provide domestic and international resold switched services. After consummation of the Transaction, all of GEBPS's customers will have been transferred to BPS. In addition, GEBPS will cease providing telecommunications services and will no longer require its authorizations to provide telecommunications services in Oregon.

GE also has two other subsidiary telecommunications carriers, Advanced TelCom, Inc. ("ATI") and Shared Communications Services, Inc. ("SCS"). The customers and authorizations of ATI and SCS are not the subject of the instant Application; ATI and SCS will continue to provide service as they have in the past pursuant to their existing authorizations.³

Business Productivity Solutions, Inc.

BPS, a newly formed Minnesota corporation incorporated on October 7, 2004, is located at 730 2nd Avenue South, Suite 900, Minneapolis, Minnesota 55402, (612) 376-4400 (telephone), (612) 436-6816 (facsimile). BPS is a direct, wholly owned subsidiary of Eschelon Operating Company ("OPCO"), a Minnesota corporation, which in turn is a direct, wholly owned subsidiary of ETI, a Delaware corporation, the ultimate parent corporation. OPCO has several direct, wholly owned subsidiaries that offer telecommunications services in various states.⁴ ETI and its subsidiaries, collectively "Eschelon," all headquartered at the above address, provide

² GEBPS' certificate was granted on 1/2/2004 in docket CP 1094 via Order No. 04-003.

³ Simultaneously with the signing of the Agreement, the parent company of ATI and SCS, Advanced TelCom Group, Inc. ("ATGI"), and ETI signed a Stock Purchase Agreement whereby ETI will acquire all of the issued and outstanding shares of common stock of ATI, and thereby, SCS. This transaction is the subject of a separate notification to be filed with the Commission.

⁴ Eschelon Telecom of Minnesota, Inc., Eschelon Telecom of Washington, Inc., Eschelon Telecom of Colorado, Inc., Eschelon Telecom of Nevada, Inc., Eschelon Telecom of Arizona, Inc., Eschelon Telecom of Utah, Inc. and Eschelon Telecom of Oregon, Inc.

voice, data, Internet services and business telephone systems to over 38,000 customers and have over 225,000 access lines⁵ in service. Eschelon provides local and long distance facilities-based service in 12 markets in 7 states, including Oregon.⁶

As noted above, BPS is applying for authority to provide competitive local and interexchange services in Oregon or, preferably, to acquire GEBPS's telecommunications authorizations in Oregon so that it can acquire the existing customers of GEBPS. As one of the fastest growing telecommunications companies in the nation, currently providing service in 7 states, Eschelon has the financial, managerial and technical qualifications needed to provide quality telecommunications services to customers in Oregon, as described further below. BPS's Articles of Incorporation are appended hereto as *Exhibit A*. BPS currently is in the process of becoming authorized to transact business in Oregon as a foreign corporation, but it is not licensed to provide telecommunications services in any state at this time. Applicants will later file the appropriate documentation from the Oregon Secretary of State showing BPS's authorization to transact business in Oregon.

An organizational chart showing the corporate structure of Eschelon upon completion of the Transaction is appended hereto as *Exhibit B*.

⁵ Eschelon defines "access lines" as 64kbps channels. Consequently, for example, a T-1 line will be counted as multiple access lines depending upon the number of 64kbps channels established on the circuit.

⁶ Eschelon Telecom of Oregon, Inc. was granted authority on July 26, 2001 in docket CP938 via Order 01-606.

Description of the Transaction

On October 13, 2004, GEBPS and ETI signed the Agreement providing for ETI's acquisition of substantially all of the assets of GEBPS, including the GEBPS customers, which are to be transferred immediately to BPS. The proposed transfer of customers from GEBPS to BPS will have no adverse impact on customers. Following completion of the Transaction, BPS will provide competitive local exchange and interexchange telecommunications services to the former customers of GEBPS. The GEBPS customers will continue to receive their existing services at the same rates, terms and conditions that they have prior to the transfer and any future changes in the rates, terms and conditions of service will be made consistent with Commission requirements. To ensure a seamless transition and avoid customer confusion or inconvenience, Applicants are providing advance written notice to affected customers prior to the transfer, explaining the change in service provider in accordance with applicable Federal Communications Commission and state requirements for changing a customer's presubscribed carrier including the requirements of OAR 860-032-0020. Copies of the notification letters that are being sent to affected customers and providers are appended hereto as *Exhibit C*.⁷

Qualifications of BPS

The Applicants respectfully request that the Commission approve the transfer of GEBPS's existing telecommunications authorizations in Oregon to BPS. As noted above, GEBPS is authorized to provide competitive local exchange and interexchange pursuant to the authorizations granted by the Commission on January 2, 2004 in CP1094. As BPS is not currently certified in this state, the transfer of GEBPS's authority to BPS is necessary to enable BPS to begin providing service to GEBPS's existing customers as part of the Transaction.

Appended as *Exhibit A* is a copy of BPS's Articles of Incorporation. As noted above, BPS is in the process of obtaining its qualification to transact business in Oregon as a foreign corporation and will late-file a copy of this documentation upon receipt. Should the Commission not deem the transfer of these authorizations appropriate, the Parties request that the Commission grant BPS authority to provide the same types of services as GEBPS is authorized to provide at present, competitive local exchange and interexchange services, throughout the entire state of Oregon. BPS has no plans to construct outside plant or loop distribution facilities or any other facilities at this time; BPS offers only resold services.

BPS has the requisite financial, managerial, and technical competence to provide telecommunications service in Oregon and grant of the proposed transfer of GEBPS's operating authority is in the public interest. The Commission has already examined the qualifications of BPS's affiliate, Eschelon Telecom of Oregon, Inc., to provide telecommunications services – BPS is backed by the same qualifications from their parent company, ETI, and will provide the same high quality services to customers. ETI's qualification information is already on file with the Commission and is incorporated herein by reference.

BPS is financially qualified to provide telecommunications services in Oregon. BPS, with the financial backing of its ultimate parent company, ETI, has access to the financing and capital necessary to conduct its telecommunications operations and to fulfill any obligations it may undertake with respect to the operation and maintenance of its services.⁸

⁷ Separate, but substantially similar, letters are being sent to business and residential customers. A copy of each letter is appended.

⁸ ETI's SEC Form 10-Q for the quarterly period ended June 30, 2004, which includes consolidated balance sheets for December 31, 2003 and June 30, 2004, consolidated statements of operations for the three months and six months ended June 30, 2004, consolidated statements of cash flows for the six months ended June 30, 2003 and 2004, and notes to the consolidated statements can be accessed at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001110507&owner=include>.

BPS has the requisite technical and managerial qualifications to provide telecommunications services in Oregon. As noted above, Eschelon already is authorized to provide telecommunications services in 7 states, including Oregon, provides voice, data, Internet services and business telephone systems to over 38,000 customers and has over 225,000 access lines in service. Eschelon has successfully provided a host of local and long distance telecommunications services over the past several years. Eschelon operates a reliable and diverse voice and data network using proven technology by leading manufacturers which includes: transport diversity to ensure the highest level of network reliability; local and centralized technical resources; and 24 by 7 network monitoring. Both sales and service personnel are trained professionals. For customer inquiries, the toll-free customer service number will be 1-800-285-6100 after consummation of the Transaction. Eschelon has an experienced management team with more than 100 years of combined telecommunications experience. Eschelon's management team possesses significant experience in successfully running a telecommunications business.⁹ Collectively, members of Eschelon's management team have designed, managed, and/or operated advanced telecommunications facilities throughout the United States. These already formidable capabilities will be augmented by the facilities and personnel obtained in the Transaction.

Discontinuance of Service of GEBPS

As noted previously, upon completion of the Transaction, GEBPS will no longer be offering telecommunications services in Oregon and GEBPS, therefore, requests that, to the extent necessary, the Commission grant it authority to discontinue operations upon the transfer of its customer base and authorizations to BPS.

⁹ Resumes for members of Eschelon's management team are available upon request.

Request for Waiver of OAR 860-032-020(11)

OAR 860-032-020(11) requires that competitive providers abandoning service issue 90-day advance notice to affected customers and telecommunications providers. As explained above, the Applicants request permission to consummate the proposed transaction on December 31, 2004. There are compelling strategic business reasons for this proposed timing; however it does not permit the Applicants to issue customer and provider notices a full 90 days in advance of the transaction closing. Consequently, pursuant to OAR 860-032-020(16), Applicants respectfully request that the Commission waive the requirements of OAR 860-032-020(11) to permit this less than standard notice period.

Applicants believe that grant of this waiver request is consistent with the public interest. As extensively discussed elsewhere in this Attachment, consummation of this transaction will benefit Oregon consumers. Applicants regret that they were unable to complete negotiations sooner; however, it is imperative for financial and strategic commercial reasons that the transaction close no later than December 31, 2004. Customer and provider notices are being issued promptly to afford maximum advance notice of the transaction and Applicants will take all appropriate steps to ensure that customer interests are protected throughout the transitional process. No customer will be deprived of telephone services and all customers choosing to be served by BPS will receive the same high-quality services at the same competitive terms and conditions as were previously delivered by GEBPS. The transition will be seamless and without any disadvantage whatsoever to current GEBPS customers. Consequently, Applicants believe that Commission approval of a slightly shortened notification period is an entirely appropriate measure to ensure the wellbeing of Oregon consumers.

Public Interest Considerations and Request for Expedited Processing

The Applicants submit that the Transaction is in the public interest. It is expected that the Transaction will increase competition in the Oregon telecommunications market by strengthening Eschelon's position as an effective and multifaceted telecommunications carrier. As noted above, the Transaction is part of a larger transaction whereby ETI, BPS's ultimate parent company, will acquire ownership and control of two GEBPS affiliates, ATI and SCS. ETI's acquisition of these operating subsidiaries of GE, including the customer base of GEBPS, will allow Eschelon to combine its financial, technical and market resources and expertise with that of ATI, SCS and GEBPS, thereby enhancing its ability to provide reliable, competitively priced services to customers in Oregon. The public interest benefits applicable to ETI's acquisition of ATI and SCS, GEBPS's affiliates, will benefit the existing GEBPS customers as they will be joining a stronger Eschelon family of companies, all of which are focused exclusively on telecommunications services.

The Applicants emphasize that, following the transfer, former GEBPS customers will continue to receive services from an experienced and qualified carrier, which services will be consistent with the quality of services currently provided by GEBPS. GEBPS provides Centrex-based service to its business customers and Eschelon has many years of experience supporting Centrex. GEBPS resells long distance services to its residential and business customers and Eschelon has extensive experience with long distance resale. The companies anticipate that customers will experience a seamless transition of service provider. Further, these customers will be sufficiently notified of the Transaction and their rights. Hence, the public interest will be served by BPS's provision of services to the transferred GEBPS customers.

In sum, grant of this Application will serve the public interest by furthering competition in the Oregon telecommunications market, as a result of the strengthened competitive position of Eschelon. Applicants propose to complete the transaction on *December 31, 2004*. To that end, Applicants respectfully request that the Commission expedite the processing and approval of this Application, including grant of the requested waiver with respect to OAR 260-032-020 notification timeframes, as soon as possible.

EXHIBIT A

Articles of Incorporation Business Productivity Solutions, Inc.

ARTICLES OF INCORPORATION
OF
BUSINESS PRODUCTIVITY SOLUTIONS, INC.

The undersigned, a natural person of full age, for the purpose of forming a corporation under Minnesota Statutes, Chapter 302A, adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of this corporation shall be Business Productivity Solutions, Inc..

ARTICLE II

REGISTERED OFFICE

The registered office of this corporation is located at 730 Second Avenue So., Suite 1200, Minneapolis, MN 55402.

ARTICLE III

INCORPORATOR

The name and address of the incorporator are:

<u>Name</u>	<u>Address</u>
Michael Donahue	730 Second Avenue South Suite 1200 Minneapolis, MN 55402

ARTICLE IV

CAPITAL

The aggregate number of shares of stock which this corporation shall have the authority to issue is One Thousand (1,000) shares with a par value of One Cent (\$0.01) per share.

ARTICLE V

CLASSES AND SERIES OF STOCK

In addition to, and not by way of limitation of, the powers granted to the Board of Directors by Minnesota Statutes, Chapter 302A, the Board of Directors of this corporation shall have the power and authority to fix by resolution any designation, class, series, voting power, preference, right, qualification, limitation, restriction, dividend, time and price of redemption, and conversion right with respect to any stock of the corporation. Upon adoption of such resolution, a statement shall be filed with the Secretary of State in compliance with Section 302A.401, Minnesota Statutes, before the issuance of any shares for which the resolution creates rights or preferences not set forth in these Articles; provided, however, where the shareholders have received notice of the creation of shares with rights or preferences not set forth in the Articles before the issuance of the shares, the statement may be filed any time within one year after the issuance of the shares.

ARTICLE VI

SHAREHOLDER VOTING

No shareholder of this corporation shall be entitled to any cumulative voting rights.

The shareholders of the corporation shall take action by the affirmative vote of the holders of a majority of the shares present and entitled to vote, except where a larger proportion is required by law, these Articles of Incorporation or a shareholder control agreement.

ARTICLE VII

PREEMPTIVE RIGHTS

No shareholder of this corporation shall have any preferential, preemptive, or other rights of subscription to any shares of any class or series of stock of this corporation allotted or sold or to be allotted or sold, whether now or hereafter authorized, or to any obligations or securities convertible into any class or series of stock of this corporation.

ARTICLE VIII

BOARD OF DIRECTORS

The names and addresses of the members of the initial Board of Directors are:

<u>Name</u>	<u>Address</u>
Cliff D. Williams	730 Second Avenue So., Suite 1200 Minneapolis, MN 55402
Richard A. Smith	730 Second Avenue So., Suite 1200 Minneapolis, MN 55402

Geoffrey M. Boyd

730 Second Avenue So., Suite 1200
Minneapolis, MN 55402

ARTICLE IX

DIRECTOR LIABILITY

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for (i) liability based on a breach of the duty of loyalty to the corporation or the shareholders; (ii) liability for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) liability based on the payment of an improper dividend or an improper repurchase of the corporation's stock under Minnesota Statutes, Section 302A.559, or on violations of federal or state securities laws; (iv) liability for any transaction from which the director derived an improper personal benefit; or (v) liability for any act or omission occurring prior to the date this Article IX becomes effective. If Minnesota Statutes, Chapter 302A, hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Chapter 302A. Any repeal of this provision as a matter of law or any modification of this Article by the shareholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or modification.

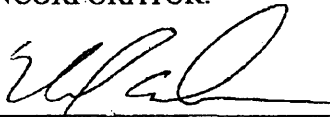
ARTICLE X

BOARD ACTION WITHOUT A MEETING

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting by written action signed by a majority of the members of the Board of Directors then in office, except as to those matters which require shareholder approval, in which case the written action shall be signed by all members of the Board of Directors then in office.

The incorporator has executed these Articles of Incorporation on October 6, 2004.

INCORPORATOR:



Michael A. Donahue

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

OCT 07 2004


Secretary of State

BY - LAWS
OF
BUSINESS PRODUCTIVITY SOLUTIONS, INC.

ARTICLE 1
OFFICES

Section 1.1 REGISTERED OFFICE.

The registered office of the corporation in Minnesota is the place designated in the Articles of Incorporation as the registered office of the corporation. The corporation may change its registered office in accordance with Chapter 302A, Minnesota Statutes, as amended from time to time (hereinafter, "Chapter 302A").

Section 1.2 PRINCIPAL EXECUTIVE OFFICE.

The principal executive office of the corporation is the office where the Chief Executive Officer has an office.

Section 1.3 OTHER OFFICES.

The corporation may have such other offices and places of business, within or without the State of Minnesota, as the board may from time to time designate or the business of the corporation may require.

ARTICLE 2
SHAREHOLDER MEETINGS

Section 2.1 REGULAR MEETINGS.

2.1.1 Frequency. Regular meetings of shareholders may be held on an annual or other less frequent periodic basis, but need not be held unless required by Subsection 2.1.2.

2.1.2 Shareholder Demand. If a regular meeting of shareholders has not been held during the immediately preceding 15 months, a shareholder or shareholders holding three percent or more of the voting power of all shares entitled to vote may demand a regular meeting of shareholders in accordance with Chapter 302A.

2.1.3 Time; Place. A regular meeting, if any, shall be held on the day or date and at the time and place designated by the board or, absent such determination, by the President, except that a meeting called by the demand of a shareholder pursuant to Subsection 2.1.2 shall be held in the county where the principal executive office of the corporation is located.

2.1.4 Elections Required; Other Business. At each regular meeting of shareholders, there shall be an election of qualified successors for directors who serve for an indefinite term or whose terms have expired or are due to expire within six months after the date of the meeting. No other particular business is required to be transacted at a regular meeting. Any business appropriate for action by the shareholders may be transacted at a regular meeting.

Section 2.2 SPECIAL MEETINGS.

2.2.1 Call. Special meetings of the shareholders may be called for any purpose or purposes at any time by:

- (a) The Chief Executive Officer;
- (b) The Chief Operating Officer;
- (c) The President;
- (d) The Chief Financial Officer;
- (e) The Treasurer;
- (f) Two or more directors; or
- (g) A shareholder or shareholders holding ten percent or more of the voting power of all shares entitled to vote.

2.2.2 Call by the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer or Directors. A special meeting called by the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer or two or more directors shall be held on the date and at the time and place fixed by the Chief Executive Officer, President or the board.

2.2.3 Call by Shareholders. A shareholder or shareholders holding ten percent or more of the voting power of all shares entitled to vote may demand a special meeting of shareholders by written notice of demand given to the Chief Executive Officer, President, Chief Financial Officer or Treasurer of the corporation and containing the purposes of the meeting. Within 30 days after receipt of the demand by one of those officers, the board shall cause a special meeting of shareholders to be called and held on notice no later than 90 days after receipt of the demand, all at the expense of the corporation. If the board fails to cause a special meeting to be called and held as required by this subsection, the shareholder or shareholders making the demand may call the meeting by giving notice as required by Section 2.4 below, all at the expense of the corporation.

2.2.4 Business Limited. The business transacted at a special meeting is limited to the purposes stated in the notice of the meeting. Any business transacted at a special meeting that is not included in those stated purposes is voidable by or on behalf of the corporation, unless all of the shareholders have waived notice of the meeting in accordance with Section 2.3.4 below.

Section 2.3 ELECTRONIC COMMUNICATIONS.

2.3.1 Electronic Communications.

- (a) A conference among shareholders by any means of communication through which the shareholders may simultaneously hear each other during the conference constitutes a regular or special meeting of shareholders, if the same notice is given of the conference to every holder of shares entitled to vote as would be required by Section 2.4 for a meeting, and if the number of shares held by the shareholders participating in the conference would be sufficient to constitute a quorum at a meeting. Participation in a conference by that means constitutes presence at the meeting in person or by proxy if all other requirements under the Chapter 302A with respect to a proxy are met.
- (b) A shareholder may participate in a regular or special meeting of shareholders not described in Subparagraph (a) by any means of communication through which the shareholder, other shareholders so participating, and all shareholders physically present at the meeting may simultaneously hear each other during the meeting. Participation in a meeting by that means constitutes presence at the meeting in person or by proxy if all the other requirements of Chapter 302A with respect to a proxy are met.

Section 2.4 NOTICE.

2.4.1 To Whom Given. Notice of all meetings of shareholders shall be given to every holder of shares entitled to vote, except where the meeting is an adjourned meeting and the date, time, and place of the meeting were announced at the time of adjournment.

2.4.2 When Given. The notice shall be given at least three days and not more than sixty days before the date of the meeting.

2.4.3 Contents. The notice shall contain the date, time, and place of the meeting, and any other information required by Chapter 302A. In the case of a special meeting, the notice shall contain a statement of the purposes of the meeting. The notice may also contain any other information deemed necessary or desirable by the Board of Directors or by any other person or persons calling the meeting.

2.4.4 Waiver: Objections. A shareholder may waive notice of a meeting of shareholders. A waiver of notice by a shareholder entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally, or by attendance. Attendance by a shareholder at a meeting is a waiver of notice of that meeting, except where the shareholder objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened, or objects before a vote on an item of business because the item may not lawfully be considered at that meeting and does not participate in the consideration of the item at that meeting.

Section 2.5 QUORUM.

The holders of a majority of the voting power of the shares entitled to vote at a meeting are a quorum for the transaction of business. If a quorum is present when a duly called or held meeting is convened, the shareholders present may continue to transact business until adjournment, even though the withdrawal of a number of shareholders originally present leaves less than the proportion or number otherwise required for a quorum.

Section 2.6 VOTING.

2.6.1 Majority Required. The shareholders shall take action by the affirmative vote of the holders of a majority of the voting power of the shares present and entitled to vote.

2.6.2 Voting by Proxy. A shareholder may cast or authorize the casting of a vote by filing a written appointment of a proxy with an officer of the corporation at or before the meeting at which the appointment is to be effective. A written appointment of a proxy may be signed by the shareholder or authorized by the shareholder by transmission of a telegram, cablegram, or other means of electronic transmission, provided that the telegram, cablegram, or other means of electronic transmission must set forth or be submitted with information from which it can be determined that the telegram, cablegram, or other electronic transmission was authorized by the shareholder. Any reproduction of the writing or transmission may be substituted or used in lieu of the original writing or transmission for any purpose for which the original transmission could be used, provided that the copy, facsimile telecommunication, or other reproduction is a complete and legible reproduction of the entire original writing or transmission. If a proxy is given authority by a shareholder to vote on less than all items of business considered at a meeting of shareholders, the shareholder is considered to be present and entitled to vote by the proxy for purposes of Chapter 302A.437, subdivision 1, only with respect to those items of business for which the proxy has authority to vote. A proxy who is given authority by a shareholder who abstains with respect to an item of business is considered to have authority to vote on the item of business for purposes of this subdivision.

Section 2.7 RECORD DATE.

The Board of Directors may fix a date not more than sixty days before the date of a meeting of shareholders as the date for the determination of the holders of shares entitled to notice of and entitled to vote at the meeting. When a date is so fixed, only shareholders on that date are entitled to notice of and permitted to vote at the meeting of shareholders.

Section 2.8 ACTION WITHOUT A MEETING.

An action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting by written action signed by all of the shareholders entitled to vote on that action. The written action is effective when it has been signed by all of those shareholders, unless a different effective time is provided in the written action. The written action may be signed in counterparts.

ARTICLE 3
BOARD OF DIRECTORS

Section 3.1 BOARD TO MANAGE.

The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, subject to the provisions of Section 3.3 and any shareholder control agreement entered into in accordance with Chapter 302A.

Section 3.2 NUMBER: QUALIFICATIONS AND TERMS.

The Board of Directors shall consist of one or more directors as shall be determined by the shareholders, from time to time, prior to the election of directors. The Board of Directors may, however, increase the number of directors at any time. Directors shall be natural persons and need not be shareholders. A director may serve for a fixed term specified by the shareholders at the time of election, which term shall not exceed five years. If no fixed term is specified at the time of election, the term shall expire at the next regular meeting of the shareholders. A director shall hold office for the term for which the director was elected and until a successor is elected and has qualified, or until the earlier death, resignation, removal, or disqualification of the director.

Section 3.3 SHAREHOLDER MANAGEMENT.

The holders of the shares entitled to vote for directors of the corporation may, by unanimous affirmative vote, take any action that Chapter 302A requires or permits the board to take or the shareholders to take after action or approval of the board.

Section 3.4 MEETINGS.

3.4.1 Time: Place. Meetings of the Board of Directors may be held from time to time at any place within or without the State of Minnesota that the Board of Directors may select or by any means described in Subsection 3.4.2. If the Board of Directors fails to select a place for a meeting, the meeting shall be held at the principal executive office.

3.4.2 Electronic Communications.

- (a) A conference among directors by any means of communication through which the directors may simultaneously hear each other during the conference constitutes a board meeting, if the same notice is given of the conference as would be required by Subsection 3.4.3 for a meeting, and if the numbers participating in the conference would be sufficient to constitute a quorum at a meeting. Participation in a meeting by that means constitutes presence in person at the meeting.
- (b) A director may participate in a board meeting not described in Subparagraph (a) by any means of communication through which the director, other directors so participating, and all directors physically present at the meeting may simultaneously hear each other during the

meeting. Participation in a meeting by that means constitutes presence in person at the meeting.

3.4.3 Calling Meetings; Notice. A director may call a board meeting by giving three days' notice to all directors of the date, time, and place of the meeting. The notice need not state the purpose of the meeting. If the day or date, time, and place of a board meeting have been announced at a previous meeting of the board, no notice is required. Notice of an adjourned meeting need not be given other than by announcement at the meeting at which adjournment is taken.

3.4.4 Waiver of Notice. A director may waive notice of a meeting of the board. A waiver of notice by a director entitled to notice is effective whether given before, at, or after the meeting, and whether given in writing, orally, or by attendance. Attendance by a director at a meeting is a waiver of notice of that meeting, except where the director objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting.

3.4.5 Quorum. A majority of the directors currently holding office is a quorum for the transaction of business. In the absence of a quorum, a majority of the directors present may adjourn a meeting from time to time until a quorum is present. If a quorum is present when a duly called or held meeting is convened, the directors present may continue to transact business until adjournment, even though the withdrawal of a number of directors originally present leaves less than the proportion or number otherwise required for a quorum.

3.4.6 Act of the Board. The board shall take action by the affirmative vote of a majority of directors present at a duly held meeting, except where Chapter 302A requires the affirmative vote of a larger proportion or number. Directors may not vote by proxy.

3.4.7 Action Without Meeting. An action required or permitted to be taken at a board meeting may be taken by written action signed by a majority of the directors. The written action may be signed in counterparts.

Section 3.5 RESIGNATION.

A director may resign at any time by giving written notice to the corporation. The resignation is effective without acceptance when the notice is given to the corporation, unless a later effective time is specified in the notice.

Section 3.6 REMOVAL OF DIRECTORS.

3.6.1 Removal by Directors. A director may be removed at any time, with or without cause, if:

- (a) The director was named by the board to fill a vacancy;
- (b) The shareholders have not elected directors in the interval between the time of the appointment to fill a vacancy and the time of the removal; and

- (c) A majority of the remaining directors present affirmatively vote to remove the director.

3.6.2 Removal by Shareholders. Any one or all of the directors may be removed at any time, with or without cause, by the affirmative vote of the holders of the proportion or number of the voting power of the shares of the classes or series the director represents sufficient to elect them, except as provided in subdivision 3.6.3.

3.6.3 Exception for Corporation with Cumulative Voting. In a corporation having cumulative voting, unless the entire board is removed simultaneously, a director is not removed from the board if there are cast against removal of the director the votes of a proportion of the voting power sufficient to elect the director at an election of the entire board under cumulative voting.

3.6.4 Election of Replacements. New directors may be elected at a meeting at which directors are removed. If the corporation allows cumulative voting and a shareholder notifies the presiding officer at any time prior to the election of new directors of intent to cumulate the votes of the shareholder, the presiding officer shall announce before the election that cumulative voting is in effect, and shareholders shall cumulate their votes as provided in Chapter 302A.

Section 3.7 VACANCIES.

3.7.1 Death, Resignation, Removal or Disqualification. Vacancies on the board resulting from the death, resignation, removal, or disqualification of a director shall be filled by the affirmative vote of a majority of the remaining directors, even though less than a quorum, or by the shareholders.

3.7.2 Newly Created Directorships. Vacancies on the board resulting from newly created directorships shall be filled by the affirmative vote of a majority of the directors serving at the time of the increase or by the shareholders.

3.7.3 Duration of Term. Each director elected under this section to fill a vacancy holds office until a qualified successor is elected by the shareholders at the next regular or special meeting of the shareholders.

Section 3.8 COMMITTEES.

A resolution approved by the affirmative vote of a majority of the board may establish committees having the authority of the board in the management of the business of the corporation only to the extent provided in the resolution. Committees are subject at all times to the direction and control of the board, except as provided in Chapter 302A. A committee member need not be a director.

Section 3.9 ABSENT DIRECTORS.

A director may give advance written consent or opposition to a proposal to be acted on at a meeting of the board in accordance with Chapter 302A.

ARTICLE 4
OFFICERS

Section 4.1 ELECTION. TERM: NUMBER.

The officers of the corporation shall be elected or appointed by the board. The officers of the corporation shall consist of a Chief Executive Officer, Chief Operating Officer, President, Chief Financial Officer, Treasurer, Secretary and such other officer or officers as may be elected or appointed by the board. A person may hold more than one office. The officers shall perform such duties and have such responsibilities as provided for in these By-laws or as otherwise determined by the board. The terms of office with respect to each officer shall be prescribed by the board at the time of election of the officers, and absent the specification of a term, the term shall be at the pleasure of the board.

Section 4.2 DUTIES.

4.2.1 Chief Executive Officer. The Chief Executive Officer shall preside at all meetings of stockholders and directors and shall be responsible for the strategic management and planning of the business of the corporation, in addition to the duties and powers prescribed by the board.

4.2.2 Chief Operating Officer. The Chief Operating Officer shall have the responsibility for supervising the management of the day-to-day operations of the business of the corporation, in addition to the duties and powers prescribed by the board or specified by Chapter 302A.

4.2.3 President. The President shall be the Chief Operating Officer and shall have the responsibility for managing the day-to-day operations of the business of the corporation, in addition to the duties and powers prescribed by the board or specified by Chapter 302A.

4.2.4 Vice Presidents. The Vice Presidents, if any, in the order designated by the board, shall perform the duties and exercise the powers of the President in his absence or upon his incapacity and shall perform such other duties as the board may from time to time prescribe or as may be delegated by the Chief Executive Officer or the President.

4.2.5 Chief Financial Officer. The Chief Financial Officer shall be responsible for the strategic management and planning of the corporation's finances, in addition to, the duties and powers prescribed by the Board of Directors or by Chapter 302A.

4.2.6 Treasurer. The Treasurer shall have responsibility for managing the day-to-day finances of the corporation in addition to such other duties and powers prescribed by the Board of Directors.

4.2.7 Secretary. The Secretary, if any, shall attend all meetings of the board, committees thereof, if any, and all meetings of the shareholders and record all votes and minutes of all proceedings in a book kept for that purpose. The Secretary shall give or cause to be given notice of all meetings of the shareholders and of the board and of committees, if any, and shall perform such other duties as may be prescribed by the board or delegated to him by the Chief

Executive Officer, President or the Treasurer. He shall cause and affix the seal of the corporation, to the extent the corporation shall have one, to any instrument requiring the same. If there is no Secretary, then the duties and responsibilities provided for herein shall be discharged by the President.

Section 4.3 RESIGNATION.

An officer may resign at any time by giving written notice to the corporation. The resignation is effective without acceptance when the notice is given to the corporation, unless a later effective date is specified in the notice.

Section 4.4 REMOVAL.

An officer may be removed at any time, with or without cause, by a resolution approved by the affirmative vote of a majority of the directors present, subject to the provisions of a shareholder control agreement, if any. The removal is without prejudice to any contractual rights of the officer.

Section 4.5 VACANCIES.

If any office becomes vacant by reason of death, resignation, retirement, disqualification, removal, or other cause, the directors then in office, although less than a quorum, may, or in the case of a vacancy in the office of Chief Executive Officer, President, Chief Financial Officer, Treasurer or Secretary shall, by a majority vote choose a successor or successors who shall hold office for the unexpired term in respect of which such vacancy occurred.

Section 4.6 DELEGATION.

Unless prohibited by a resolution approved by the affirmative vote of the board, an officer of the corporation may delegate some or all of the duties and powers of an office to other persons, provided that such delegation is in writing. An officer who delegates the duties or powers of an office remains subject to the standard of conduct for an officer with respect to the discharge of all duties and powers so delegated.

ARTICLE 5
SHARES

Section 5.1 TYPE OF CERTIFICATE.

Certificates of shares, if any, of the corporation shall be in such form as approved by the board. Each certificate shall be signed by any two of the Chief Executive Officer, the Chief Financial Officer, the President, the Treasurer or the Secretary. Such signatures and the corporate seal, if any, may be facsimiles, engraved, printed, placed, stamped with indelible ink, or affixed in any other manner reproduced on any document.

Section 5.2 TRANSFER OF SHARES.

Transfer of certificated shares shall be made on the records of the corporation only by the shareholder named in the certificate or certificates or by the duly authorized attorney in fact, and upon surrender of the certificate or certificates therefor properly endorsed. The transfer of uncertificated shares, if any, shall be made by the means determined by the board.

Section 5.3 LOST, STOLEN OR DESTROYED CERTIFICATES.

Any shareholder claiming a certificate of certificated shares to be lost, stolen or destroyed shall make an affidavit or affirmation of that fact in such form as the board may require, and shall, if the board so requires, give the corporation a bond of indemnity in form and with one (1) or more sureties satisfactory to the board in an amount at least double the value of the stock represented by such certificate, whereupon a new certificate may be issued of the same number of shares as the one alleged to have been lost, stolen or destroyed.

Section 5.4 UNCERTIFICATED SHARES.

Some or all of any or all classes and series of the shares of stock of this corporation, upon a resolution approved by the board, may be uncertificated shares. Within twenty (20) calendar days after the issuance or transfer of uncertificated shares, the Chief Executive Officer or President shall send to the shareholder such notice as is required by Chapter 302A.

ARTICLE 6
INDEMNIFICATION

Section 6.1 DEFINITIONS.

For purposes of this section, the terms defined in this Section have the meanings given them.

6.1.1 Official Capacity. “Official capacity” means (a) with respect to a director, the position of director in a corporation, (b) with respect to a person other than a director, the elective or appointive office or position held by an officer, member of a committee of the board, or the employment or agency relationship undertaken by an employee or agent of the corporation, and (c) with respect to a director, officer, employee, or agent of the corporation who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation or whose duties in that position involve or involved service as a director, officer, partner, trustee, or agent of another organization or employee benefit plan, the position of that person as a director, officer, partner, trustee, employee, or agent, as the case may be, of the other organization or employee benefit plan.

6.1.2 Proceeding. “Proceeding” means a threatened, pending, or completed civil, criminal, administrative, arbitration, or investigative proceeding, including a proceeding by or in the right of the corporation.

Section 6.2 INDEMNIFICATION REQUIRED.

The corporation shall indemnify a person made or threatened to be made a party to a proceeding by reason of the former or present official capacity of the person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding, if, with respect to the acts or omissions of the person complained of in the proceeding, the person:

- (a) Has not been indemnified by another organization or employee benefit plan for the same judgments, penalties, fines, including, without limitation, excise taxes assessed against the person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the person in connection with the proceeding with respect to the same acts or omissions;
- (b) Acted in good faith;
- (c) Received no improper personal benefit and the provisions of Chapter 302A relating to director conflicts of interest, if applicable, have been satisfied;
- (d) In the case of a criminal proceeding, had no reasonable cause to believe the conduct was unlawful; and
- (e) In the case of acts or omissions occurring in the official capacity described in Subsection 6.1.1, clause (a) or (b), reasonably believed that the conduct was in the best interests of the corporation, or in the case of acts or omissions occurring in the official capacity described in Subsection 6.1.1, clause (c), reasonably believed that the conduct was not opposed to the best interests of the corporation. If the person's acts or omissions complained of in the proceeding relate to conduct as a director, officer, trustee, employee, or agent of an employee benefit plan, the conduct is not considered to be opposed to the best interests of the corporation if the person reasonably believed that the conduct was in the best interests of the participants or beneficiaries of the employee benefit plan.

Section 6.3 ADVANCES.

If a person is made or threatened to be made a party to a proceeding, the person is entitled, upon written request to the corporation, to payment or reimbursement by the corporation of reasonable expenses, including attorneys' fees and disbursements, incurred by the person in advance of the final disposition of the proceeding, (a) upon receipt by the corporation of a written affirmation by the person of a good faith belief that the criteria for indemnification set forth in Section 6.2 have been satisfied and a written undertaking by the person to repay all amounts so paid or reimbursed by the corporation, if it is ultimately determined that the criteria for indemnification have not been satisfied, and (b) after a determination that the facts then known to those making the determination would not preclude indemnification under this

Article. The written undertaking required by clause (a) is an unlimited general obligation of the person making it, but need not be secured and shall be accepted without reference to financial ability to make the repayment.

Section 6.4 REIMBURSEMENT TO WITNESSES.

This Article does not require, or limit the ability of, the corporation to reimburse expenses, including attorneys' fees and disbursements, incurred by a person in connection with an appearance as a witness in a proceeding at a time when the person has not been made or threatened to be made a party to a proceeding.

Section 6.5 DETERMINATION OF ELIGIBILITY.

6.5.1 Procedure Generally. All determinations whether indemnification of a person is required because the criteria set forth in Section 6.2 have been satisfied and whether a person is entitled to payment or reimbursement of expenses in advance of the final disposition of a proceeding as provided in Section 6.3 shall be made:

- (a) By the board by a majority of a quorum. Directors who are at the time parties to the proceeding shall not be counted for determining either a majority or the presence of a quorum;
- (b) If a quorum under clause (a) cannot be obtained, in accordance with Chapter 302A; or
- (c) If an adverse determination is made or if no determination is made within 60 days after the termination of a proceeding or after a request for an advance of expenses, as the case may be, by a court in this state, which may be the same court in which the proceeding involving the person's liability took place, upon application of the person and any notice the court requires.

6.5.2 Alternative Procedure for Non-Management. With respect to a person who is not, and was not at the time of the acts or omissions complained of in the proceedings, a director, officer, or person possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the corporation, the determination whether indemnification of this person is required because the criteria set forth in Section 6.2 have been satisfied and whether this person is entitled to payment or reimbursement or expenses in advance of the final disposition of a proceeding as provided in Section 6.3 may be made by an annually appointed committee of the board, having at least one member who is a director. The committee shall report at least annually to the board concerning its actions.

Section 6.6 DISCLOSURE.

If the corporation indemnifies or advances expenses to a person in accordance with this section in connection with a proceeding by or on behalf of the corporation, it shall report the amount of the indemnification or advance and to whom and on whose behalf it was made as part of the annual financial statements furnished to shareholders pursuant to Chapter 302A covering

the period when the indemnification or advance was paid or accrued under the accounting method of the corporation reflected in the financial statements.

ARTICLE 7
MISCELLANEOUS

Section 7.1 CORPORATE SEAL.

The corporation may, but need not, have a corporate seal, and the use or nonuse of a corporate seal shall not affect the validity, recordability, or enforceability of a document or act. If the corporation has a corporate seal, the use of the seal by the corporation on a document is not necessary. The seal need only include the word "Seal", but it may also include, at the discretion of the board, such additional wording as is permitted by Chapter 302A.

Section 7.2 FISCAL YEAR.

The fiscal year of this corporation shall be as determined by resolution of the board.

Section 7.3 COMPUTATION OF TIME.

Whenever notice is required to be given pursuant to these By-laws, the day upon which notice is personally served, deposited in the mail, given by telegram, telex, telecopied or otherwise delivered, shall not be counted for the purpose of computing the time period of the notice. All notice periods shall be computed in calendar days.

Section 7.4 AMENDMENTS TO BY-LAWS.

These By-laws may be amended or altered by the board at any meeting. The board shall not, however, adopt, amend or repeal a By-law fixing a quorum for meetings of shareholders, prescribing procedures for removing directors or filling vacancies in the board, or fixing the number of directors or their classifications, qualifications, or terms of office, but may adopt or amend a By-law to increase the number of directors. Such authority of the board is subject to the power of the shareholders to change or repeal such By-laws.

**THESE BY-LAWS WERE ADOPTED ON
OCTOBER 6, 2004
BY RESOLUTION OF THE BOARD OF DIRECTORS OF
ESCHELON BUSINESS PRODUCTIVITY SOLUTIONS, INC.**

J. JEFFREY OXLEY, SECRETARY

BUSINESS PRODUCTIVITY SOLUTIONS, INC.
(A MINNESOTA CORPORATION)

UNANIMOUS WRITTEN CONSENT OF DIRECTORS
IN LIEU OF ORGANIZATIONAL MEETING

THE UNDERSIGNED, constituting all of the directors of Business Productivity Solutions, Inc., a Minnesota corporation (the "*Corporation*"), and acting pursuant to Section 302A.239(1) of the Minnesota Business Corporation Act, on this ___ day of October, 2004, do hereby waive the calling of a meeting and consent in writing (the "*Consent*") to the adoption of the following resolutions and direct that this Consent be filed with the minutes of the meetings of the Board of Directors of the Corporation.

NOW THEREFORE, IT IS HEREBY:

INCORPORATOR

RESOLVED, that the actions of the Sole Incorporator of the Corporation are hereby ratified, adopted and approved in all respects and all such actions shall be binding upon the corporation to the same extent as if authorized by this resolution; and be it

CERTIFICATE OF INCORPORATION

FURTHER RESOLVED, that a copy of the Certificate of Incorporation, a copy of which is attached hereto as Exhibit A, as received and accepted for the record on October ___, 2004, by the Minnesota Secretary of State, be inserted in the minute book of the Corporation by the Secretary of the Corporation; and be it

BY-LAWS

FURTHER RESOLVED, that the form of By-Laws, a copy of which is attached hereto as Exhibit B, are adopted as the By-Laws of the Corporation; and be it

EMPLOYER IDENTIFICATION NUMBER

FURTHER RESOLVED, that on behalf of the Corporation, the proper officers of the Corporation are authorized and directed to execute and file with the Internal Revenue Service an Application for Employer Identification Number on Internal Revenue Service Form SS-4; and be it

FISCAL YEAR

FURTHER RESOLVED, that the fiscal year of the Corporation shall be the twelve months ending on December 31 of each calendar year; and be it

ELECTION OF OFFICERS

FURTHER RESOLVED, that the following person is elected to the offices set forth after such person's name, to hold office until the merger by and between the Corporation and Computer Communications Consulting Inc., a Virginia corporation:

<u>NAME</u>	<u>OFFICES</u>
Clifford D. Williams	Chief Executive Officer
Richard A. Smith	President
Geoffrey M. Boyd	Chief Financial Officer
Michael A. Donahue	Vice President & Treasurer
J. Jeffrey Oxley	Secretary
Dennis D. Ahlers	Assistant Secretary

and be it

AUTHORIZATION TO EXECUTE DOCUMENTS

FURTHER RESOLVED, that the President and any Vice President may sign and execute, in the name of the Corporation, all authorized deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall have been expressly delegated to some other officer or agent of the Corporation; and be it

FORM OF STOCK CERTIFICATE

FURTHER RESOLVED, that the form of stock certificate, attached hereto as Exhibit C, for fully paid and nonassessable shares of Common Stock of the Corporation, par value of one cent (\$0.01) per share, is approved and adopted; and be it

STOCK ISSUANCE

RESOLVED, that the original issuance of the number of shares of the Corporation's Common Stock, par value \$0.01 per share, to the following persons for consideration as set forth below is approved and the proper officers of the Corporation are authorized and directed to issue a certificate or certificates for the Corporation's Common Stock to and in the name of each person as evidence of their ownership of such number of fully paid and non-assessable shares of the Corporation's Common Stock:

<u>Name of Grantee</u>	<u>Contribution</u>	<u>Number of Shares</u>
------------------------	---------------------	-------------------------

FURTHER RESOLVED, that for each share of Common Stock of the Corporation issued pursuant to the foregoing resolution, upon the issuance thereof, the sum of \$0.01 shall be credited to the Corporation's common stock account; and, be it

FURTHER RESOLVED, that each share of Common Stock of the Corporation issued in accordance with the immediately preceding resolution shall be deemed duly authorized, validly issued, fully paid and nonassessable; and be it

IN WITNESS WHEREOF, the undersigned Directors have executed this Consent as of the day and year first above written.

Name: Clifford D. Williams

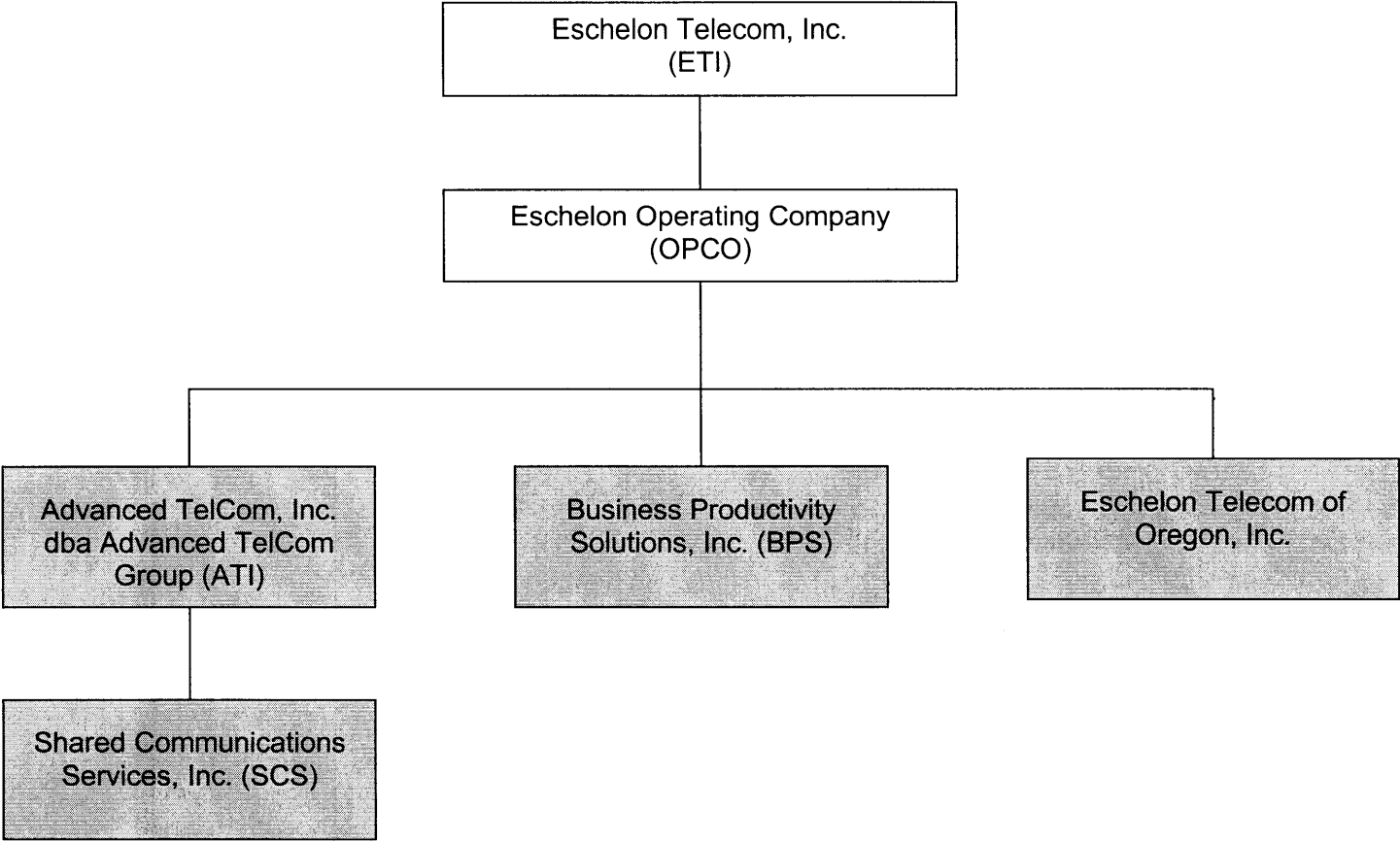
Name: Richard A. Smith

Geoffrey M. Boyd

EXHIBIT B

Corporate Organizational Chart of Eschelon Post Transaction

CORPORATE OWNERSHIP STRUCTURE OF ESCHELON AFTER THE TRANSACTION*



* Each entity shown is 100% owned by the entity immediately above it. The shaded entities are the entities authorized to provide telecommunications services in Oregon.

EXHIBIT C

Customer Notices

(For Business & Residential Customers)

IMPORTANT NOTICE REGARDING YOUR TELECOMMUNICATIONS SERVICES

Dear GE Business Productivity Solutions, Inc. Customer:

We are writing to share with you an exciting announcement regarding your GE Business Productivity Solutions, Inc. ("GEBPS") telecommunications services.

Recently, GEBPS and Eschelon Telecom, Inc. ("Eschelon") signed a definitive agreement whereby Eschelon will acquire the assets of GEBPS, including the GEBPS customers. Eschelon is an integrated communications provider of voice, data, Internet services and business telephone systems that serves over 38,000 customers. Eschelon is one of the fastest growing telecommunications companies in the nation and will continue to provide you with quality telecommunications services.

The combined company will bring together a wide range of expertise and resources while offering you the most complete line of high-quality, cost-effective products and services available. We will continue to support you with a team of highly-trained associates who will provide best-in-class customer service.

How will this affect your rates and services?

The transfer of the GEBPS customers will take place on December 31, 2004. **Prior to and immediately following the transfer, you will continue to receive the same services at the same rates, terms and conditions as you do now.** After the transaction has completed, your service will automatically be transferred to Eschelon's telecommunications subsidiary, Business Productivity Solutions, Inc. ("BPS"). You will not be charged any fees in connection with this transfer. Notice of any future changes in rates, terms and conditions of service will be provided to you as required by law. Of course, at any time you are free to select a new service provider. If, however, you have a term contract with GEBPS, you will still be responsible for any applicable early termination charges.

What are the next steps?

You don't have to do a thing! We will notify you after the transaction has been completed. We are confident that you will be completely satisfied with BPS and will receive the same high level of customer service and support that you have come to expect.

Please note: If you have placed a "freeze" on your GEBPS services to prevent an unauthorized transfer to another carrier, it will be automatically lifted to implement the transfer to Eschelon and BPS. At your request, BPS can reestablish freeze protection for you after the transfer.

We will do everything to help ensure that this transition is a smooth one. If you would like to see a copy of GEBPS's rates and charges, please visit GEBPS's website at www.bizproductivity.com. If you have any questions or concerns regarding rates, billing statements, service needs, complaints or about the transfer of your service to BPS, please contact GEBPS Customer Service at **1-800-775-4322**. We look forward to updating you on the progress of this transaction. We will provide additional details regarding invoice descriptions, contact information and remittance addresses as we approach the transfer date.

Thank you,

GE Business Productivity Solutions, Inc.

Eschelon Telecom, Inc.

IMPORTANT NOTICE REGARDING YOUR TELECOMMUNICATIONS SERVICES

Dear GE Capital Communication Services Customer:

We are writing to share with you an exciting announcement regarding your GE Residential Long Distance service.

Recently, GE Business Productivity Solutions, Inc. d/b/a GE Capital Communication Services and Eschelon Telecom, Inc. ("Eschelon") signed a definitive agreement whereby Eschelon will acquire the assets of the company, including the GE Residential Long Distance customers. Eschelon is an integrated communications provider of voice, data, Internet services and business telephone systems that serves over 38,000 customers. Eschelon is one of the fastest growing telecommunications companies in the nation and will continue to provide you with quality telecommunications services.

The combined company will bring together a wide range of expertise and resources while offering you the most complete line of high-quality, cost-effective products and services available. We will continue to support you with a team of highly-trained associates who will provide best-in-class customer service.

How will this affect your rates and services?

The transfer of the GE Residential Long Distance customers will take place on December 31, 2004. **Prior to and immediately following the transfer, you will continue to receive the same services at the same rates, terms and conditions as you do now.** After the transaction has completed, your service will automatically be transferred to Eschelon's telecommunications subsidiary, Business Productivity Solutions, Inc. ("BPS"). You will not be charged any fees in connection with this transfer. Notice of any future changes in rates, terms and conditions of service will be provided to you as required by law. Of course, at any time you are free to select a new service provider. If, however, you have a GE Residential Long Distance term contract, you will still be responsible for any applicable early termination charges.

What are the next steps?

You don't have to do a thing! We will notify you after the transaction has been completed. We are confident that you will be completely satisfied with BPS and will receive the same high level of customer service and support that you have come to expect.

Please note: If you have placed a "freeze" on your GE Residential Long Distance services account to prevent an unauthorized transfer to another carrier, it will be automatically lifted to implement the transfer to Eschelon and BPS. At your request, BPS can reestablish freeze protection for you after the transfer.

We will do everything to help ensure that this transition is a smooth one. If you would like to see a copy of GE Residential Long Distance service rates and charges, please visit the website at www.gephonehome.com. If you have any questions or concerns regarding rates, billing statements, service needs, complaints or about the transfer of your service to BPS, please contact Customer Service at **1-866-789-8668**. We look forward to updating you on the progress of this transaction. We will provide additional details regarding invoice descriptions, contact information and remittance addresses as we approach the transfer date.

Thank you,

GE Capital Communication Services

Eschelon Telecom, Inc.