

  
**WATCHTOWER**  
Bible and Tract Society of New York, Inc.

Legal Department  
100 Watchtower Drive, Patterson, NY 12563-9204, U.S.A.  
Phone: (845) 306-1000 Fax: (845) 306-0709

October 22, 2013

Secretary to the Commission  
Hon. Kathleen H. Burgess  
Secretary to the Commission  
New York State Public Service Commission  
Empire State Plaza  
Agency Building 3  
Albany, NY 12223-1350

RECEIVED  
PUBLIC SERVICE  
COMMISSION  
EXEC-FILES-ALBANY  
2013 OCT 23 PM 2: 14

Re: Petition to Transfer Ownership of QCSTelecom, Inc.

Dear Madam:

On behalf of Watchtower Bible and Tract Society of New York, Inc., I am submitting the attached Petition for Authorization for Transfer of Ownership. Please let me know if any other documents are required for your consideration of this Petition.

Very truly yours,



Richard D. Moake  
Associate General Counsel

RDM:blk

c: Haniph Latchman, QCSTelecom, Inc.

## PETITION FOR AUTHORIZATION FOR TRANSFER OF OWNERSHIP

### APPLICATION

Pursuant to Section 100 of the New York State Public Service Law, approval is hereby requested to transfer ownership of one hundred percent (100%) of the capital stock of **QCSTelecom, Inc.** ("QCS") QCS from Haniph Latchman to **Watchtower Bible and Tract Society of New York, Inc.** ("Watchtower").

No transfer of authorizations, assets, or customers will occur as a result of the proposed transaction.

### DESCRIPTION OF THE TRANSFER OF CONTROL TRANSACTION

Watchtower is a New York not-for-profit corporation with offices at 25 Columbia Heights, Brooklyn, NY 11201; 100 Watchtower Drive, Patterson, New York, 12563; and 900 Red Mills Road, Wallkill, New York 12589; and facilities under renovation and construction at 1422 Long Meadow Road, Tuxedo Park, New York, 10987, and 1 Kings Drive, Tuxedo, New York, 10987, in the Town of Warwick. The applicant is not a public utility.

Watchtower's institutional facilities at Patterson and Wallkill and proposed institutional facilities at Tuxedo and Warwick collectively accommodate approximately 5,000 persons who live and work on site providing religious and charitable services without charge to the public and supporting over one hundred thousand congregations of Jehovah's Witnesses worldwide. Additional details about the public benefit of Watchtower's efforts are set forth below under the subheading *Approval of the Transfer of Control is in the Public Interest*. Watchtower's activities and the personal needs of the thousands of individuals working and living in institutional settings require extensive data transfer, voice, and internet services in an area of New York that has historically been difficult for retail service providers to reach.

QCS intends to build a high-capacity dark fiber infrastructure to interconnect Watchtower's facilities at Patterson, Wallkill, Warwick, and Tuxedo (See Exhibit A, Map of Watchtower's Facilities) and to enter into a total output contract with Watchtower under which Watchtower would purchase 100% of the network data, voice, and internet services that QCS can provide.

QCS has not yet decided how much it will charge Watchtower for services. However, Section 92(3) of the Public Service Law (PBS) allows telecom companies to give free or reduced services to "persons or corporations engaged exclusively in charitable and eleemosynary work." Since Watchtower is a corporation engaged exclusively in work that under New York law is deemed charitable, QCS is legally permitted to provide network data, voice, and Internet services to Watchtower without cost or at a rate that is reduced from the rates published in QCS's rate schedules.

Haniph Latchman owns all issued and outstanding shares of the common stock of QCS. The outstanding shares of QCS have no market value. As explained in further detail below, QCS does not have sufficient capitalization to build a dark-fiber infrastructure unless this transaction is approved. No dividends have been paid on the common stock in the last five years prior to making this petition. Mr. Latchman has offered to sell to Watchtower for a nominal value all of

his shares in QCS as long as the Public Service Commission approves of the transaction. (See attached Exhibit B, showing a diagram of the current and proposed corporate structure, and Exhibit C, the Common Stock Purchase Agreement between Haniph Latchman and Watchtower.)

QCS will continue to have the technical, financial, and managerial experience and skills to provide reliable services. Watchtower will make its experienced telecommunications staff available to provide services for QCS. As the sole shareholder, Watchtower will elect an independent and qualified Board of Directors to manage QCS.

QCS does not have any current customers but will maintain all of its current services and tariff schedule P.S.C. No. 1 - Telephone.

As far as both parties are aware, no State or Federal authorizations other than approval from the Public Service Commission are required for Watchtower to acquire all of the shares of QCS.

#### **DESCRIPTION OF THE ENTITIES INVOLVED IN THE PROPOSED TRANSACTION**

Watchtower Bible and Tract Society of New York, Inc., is a New York not-for-profit corporation incorporated on March 4, 1909, and recognized as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986. (See Exhibits D and E, Watchtower's Articles of Incorporation and Federal Tax Exemption Letter)

QCSTelecom, Inc., is a privately held New York State corporation organized under the New York Transportation Corporations Law with an office at 35 Goshen Street, Elmont, NY, 11003. It is organized to provide high capacity transmission facilities in New York State by means of deployed fiber optic cable. QCS was issued a Certificate of Public Convenience and Necessity by the New York Public Service Commission ("PSC") to operate in New York State as a facilities based provider and reseller of telephone service, without authority to provide local exchange service, New York State CPCN Case Number 11-01940, authorization date November 15, 2011.

#### **DESIGNATED CONTACT**

Correspondence regarding this application should be directed to:

#### **WATCHTOWER BIBLE AND TRACT SOCIETY OF NEW YORK, INC.**

Contact Name: Richard Moake, Associate General Counsel  
Address: 100 Watchtower Drive  
Telephone Number: 845-306-3300  
Fax Number: 845-306-0709  
Email Address: RMoake@jw.org

**QCSTELECOM, INC.**

Contact: Haniph Latchman  
Address: 35 Goshen Street, Elmont, NY 11003  
Phone: (352) 258-4184  
Fax: (352) 872-5546  
Email: latchman@qcslink.com

**APPROVAL OF THE TRANSFER OF CONTROL IS IN THE PUBLIC INTEREST**

Watchtower respectfully submits that the transfer of ownership described herein will serve the public interest.

The services rendered and publications created and produced at Watchtower's facilities in New York benefit the public, who in turn fund Watchtower's operations with their voluntary donations. Allowing Watchtower to assume control of the ownership of QCS accomplishes the following:

- ensures that publicly donated funds are most effectively used by allowing Watchtower to fill its requirements for voice, Internet, and data transfer services at lower costs; and
- provides stability to QCS and ensures continuity of services.

First, we will discuss how Watchtower's facilities benefit the public and then how the transfer of control of QCS to Watchtower will provide further public benefit.

**Watchtower's Facilities Benefit the Public.**

**PATTERSON, NY** – Watchtower's facilities at Patterson include: a Bible school certified by the U.S. Department of Justice to invite foreign students to attend for religious training; audio/video studios that produce Bible-based animated films for children released on the Internet; full-length Bible-based films released on DVD; and orchestral music composed and recorded on site by musicians from around the world who meet for recording sessions; art studios that produce artwork for the most widely circulated magazines in the world; and an American Sign Language department that records Bible-based literature for the deaf and is in the process of producing an accurate, clear, and natural translation of the Bible for the deaf.

**WALLKILL, NY** – The facility located near Wallkill is Watchtower's center for printing, binding, and shipping of Bibles and Bible-based literature in the United States. For example, in 2008, the printery in Wallkill produced over 28 million books including over 2.6 million Bibles. This literature is available to the public without charge. Additionally, this facility cares for Jehovah's Witnesses' Official Web Site: [www.jw.org](http://www.jw.org), which is designed to appeal to people of all backgrounds and religions. It provides Bible-based information and content in over 460



languages without charge, is one of the largest Web sites worldwide with several hundred thousand web pages, and has over 700,000 unique visitors each day.

**WARWICK, NY** – When completed in a few years, Watchtower’s facility near Warwick will be the World Headquarters of Jehovah’s Witnesses, relocated from Brooklyn, New York. The World Headquarters of Jehovah’s Witnesses coordinates the activities of missionaries throughout the world, organizes relief efforts in disaster areas worldwide, directs religious programs for the 8 million Jehovah’s Witnesses worldwide, and prepares material that is published worldwide.

Watchtower’s support of the production and distribution of Bibles and Bible-based publications benefits the public because these publications encourage people in the community to be law-abiding citizens who pay taxes, obey authority, keep their homes and communities clean, take care of aging parents, and live by high moral standards that avoid unwanted pregnancies, drug use, sexually transmitted diseases, and other consequences of an immoral lifestyle that burdens city and state social and medical services. Internet, voice, and data transfer services to be provided by QCS are essential to Watchtower’s activities, facilitating all of the services described above.

Further, there are approximately 5,000 members of the public who would directly benefit from the internet, voice, and data transfer services. Watchtower’s facilities are staffed and occupied by approximately 5,000 members of a religious order and others who volunteer their time and skills without compensation. In addition to working at these facilities, doing everything from teaching and translating to painting and writing for religious publications, these persons live in residence buildings at these facilities and require Internet, voice, and data transfer services for their personal use. Small towns and cities around the nation are installing their own fiber optic lines to deliver services more cheaply and comprehensively than private companies do. Essentially, each of Watchtower’s institutional facilities is equivalent to a small New York town, each with a vital need for telecommunication services.

The fact that the proposed fiber optic network installed by QCS will be used for Watchtower’s facilities and members of the public who live and work there in no way diminishes the overall benefit to the public. From an economic standpoint, these facilities are a boon to their surrounding communities. The on-site population of these facilities generates a demand for substantial amounts of goods and services, which stimulates a considerable economic benefit to local businesses. Additionally, many thousands of guests visit these facilities annually and generate significant tourist-related revenue for local merchants. (See Exhibit F Tour Brochure)

The proposed fiber optic network will greatly enhance Watchtower’s ability to quickly respond to and manage emergent humanitarian needs worldwide, for which Jehovah’s Witnesses as an organization provide aid in the form of physical goods and spiritual support.

**Approving the transfer of ownership of QCS will allow Watchtower to more efficiently and effectively use the donated funds that it receives from the public.**

QCS requires funds to build a high-capacity dark-fiber infrastructure. Watchtower is willing to provide such funds. However, since Watchtower is a not-for-profit corporation, it must ensure

that its funds are used for its chartered purposes. Approving the transfer of ownership of shares from Mr. Latchman to Watchtower will ensure that funds donated to Watchtower and transferred to QCS for purposes of building the dark-fiber infrastructure will result in enhanced Internet, voice, and data transfer services that will benefit Watchtower and the public.

Without Watchtower's capitalization, QCS would not be in a position to build the dark-fiber infrastructure and provide its services to Watchtower.

**Approving the transfer of ownership will provide stability of ownership and continuity of services by QCS.**

Currently, the sole shareholder of QCS is Haniph Latchman, a natural person. The fact that QCS is owned by a single person creates a high risk of uncertainty. The death or divorce of Mr. Latchman could affect the ownership of his shares and therefore the management of QCS. Even if Mr. Latchman tries to protect the ownership of his shares through a Will, in the event of his death, and a post-nuptial agreement, in the event of his divorce, a challenge to such documents could result in lengthy legal proceedings during which the management of QCS would be uncertain.

Approving the transfer of ownership from a natural person to a legal entity that has been in existence for over a hundred years ensures that QCS will provide services regardless of what may happen to Mr. Latchman.

**CONCLUSION**

Watchtower respectfully requests that this Commission authorize transfer of 100% of QCSTelecom, Inc. shares from Mr. Latchman to Watchtower Bible and Tract Society of New York, Inc.

Respectfully submitted,

Watchtower Bible and Tract Society  
of New York, Inc.

By: 

Richard D. Moake  
Associate General Counsel  
100 Watchtower Drive  
Patterson, New York 12563  
Telephone: (845) 306-0700  
Fax: (845) 306-0709  
E-mail: [RMoake@jw.org](mailto:RMoake@jw.org)

Dated: October 22, 2013

VERIFICATION

State of New York            )  
  )  
County of Ulster            )        ss.:

Lon R. Schilling, being duly sworn, deposes and says that he is the Vice President of Watchtower Bible and Tract Society of New York, Inc., the Application herein, that he has read the foregoing Petition and knows the contents thereof; that the facts stated therein are true and correct to the best of his knowledge, information and belief.

Lon R. Schilling

Subscribed and sworn to before me this 21 day of October, 2013

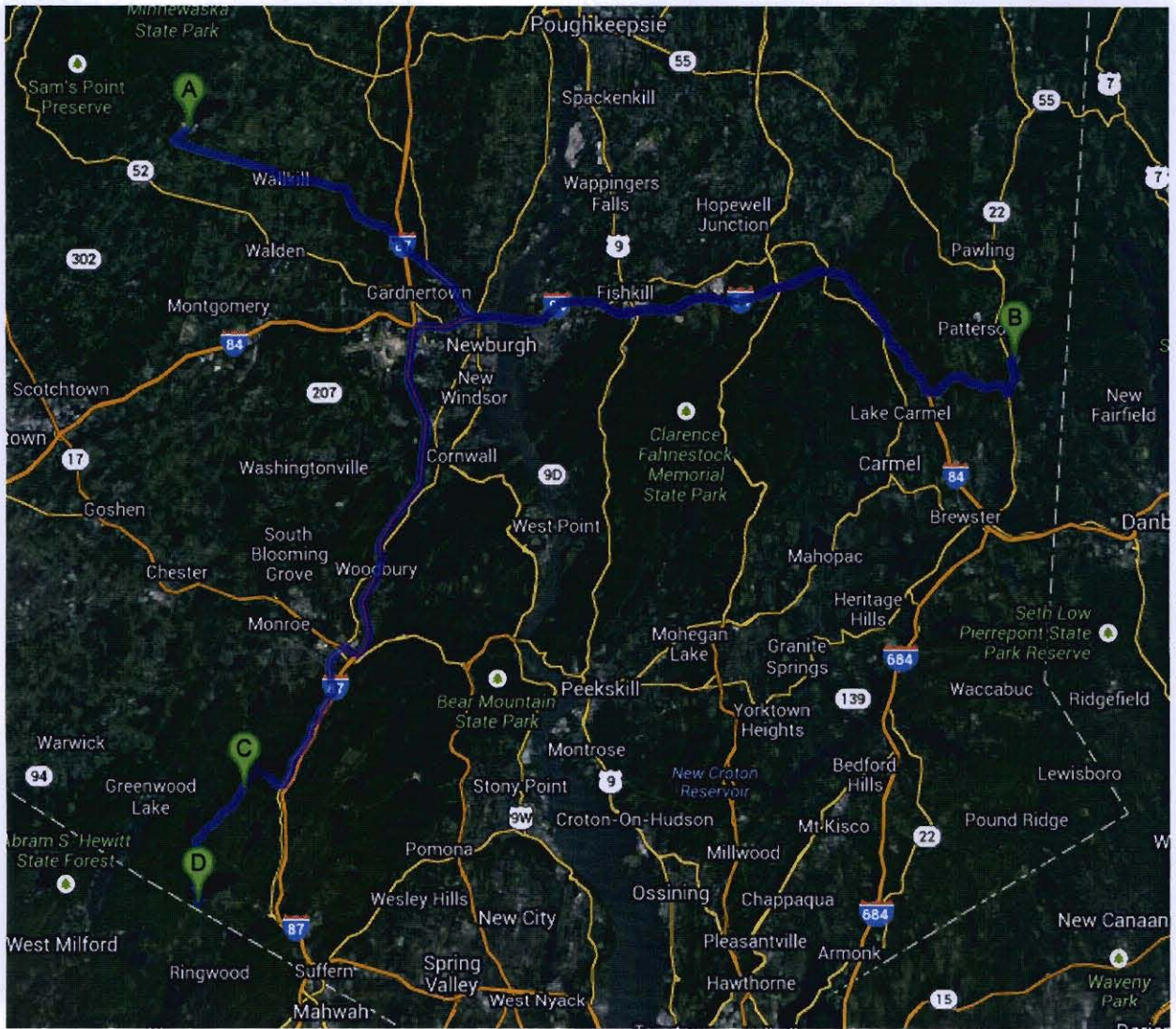
Joel Vozzo  
Notary Public

JOEL VOZZO  
Notary Public, State of New York  
No. 01VO6213484  
Qualified in Ulster County  
Commission Expires 11/09/13



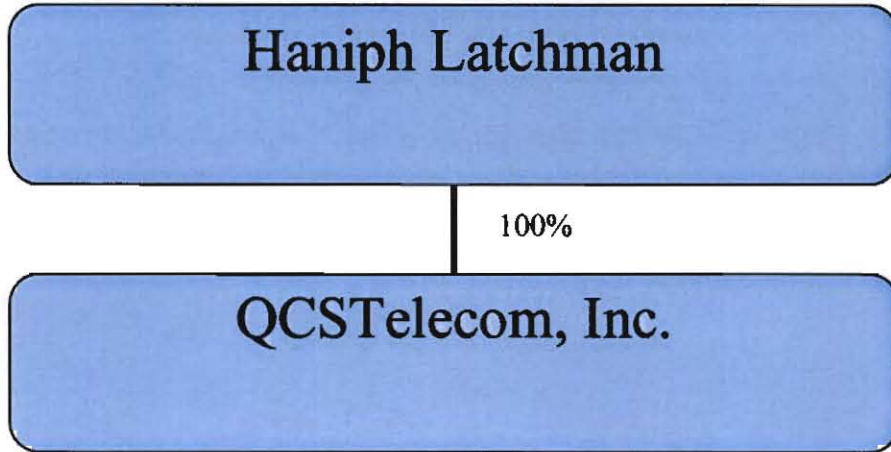
## Exhibit A

### Map of Watchtower's Facilities



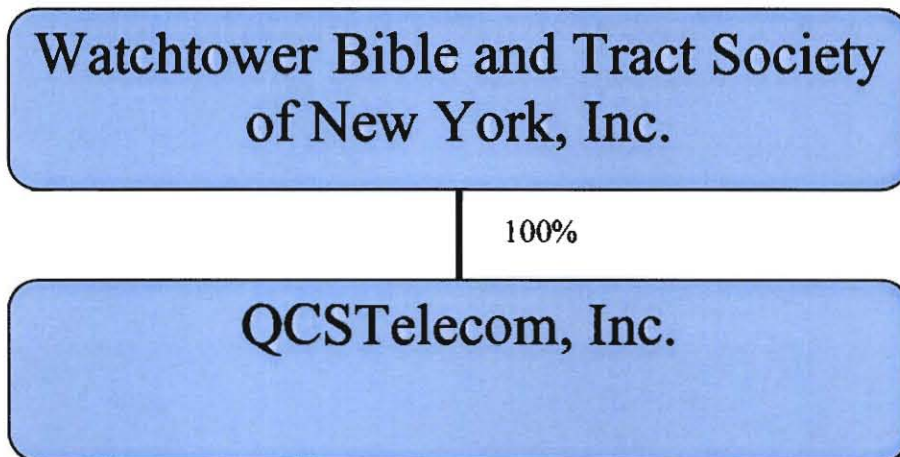
**Exhibit B**

**Current Structure of QCSTelecom, Inc.**



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**Proposed Structure of QCSTelecom, Inc.**





**Exhibit C**

**Common Stock Purchase Agreement**

## COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement ("Agreement") dated and effective as of October 1, 2013 ("Effective Date"), is made by and between Watchtower Bible and Tract Society of New York, Inc., a New York not-for-profit corporation ("Watchtower") with an office at 25 Columbia Heights, Brooklyn, New York, 11201, and Haniph Latchman ("Latchman"), whose mailing address is 1613 NW 90th Terrace, Gainesville, Florida, 32606, and who is the sole shareholder of QCSTelecom, Inc., a New York business corporation with an office at 35 Goshen Street, Elmont, New York 11003 ("QCS").

WHEREAS, QCS is a corporation organized under the New York Transportation Corporations Law as a telecom company, and a Certificate of Public Convenience and Necessity was issued to QCS on November 15, 2011, by the New York Public Service Commission ("PSC") to operate in New York State as a facilities-based provider and reseller of telephone service, without authority to provide local exchange service; and

WHEREAS, Watchtower is a not-for-profit corporation that owns three complexes of office, residence, and ancillary buildings located in or near the communities of Patterson, Wallkill, and Tuxedo, New York and is developing a fourth complex of such buildings at or near Warwick, New York, which complexes will have a combined population of approximately 5,000 on-site residents and staff providing religious and charitable services to the public; and

WHEREAS, QCS intends to install a high-speed, fiber-optic network between Watchtower's facilities in Patterson, Wallkill, Tuxedo, and Warwick, New York, and, upon completion of the network, to enter into an output contract with Watchtower, under which Watchtower will purchase 100% of the network data, voice, and internet services that QCS can provide for use and benefit of the residents and staff living and working at Watchtower's complexes; and

WHEREAS, Latchman owns all issued and outstanding shares of the common stock ("Shares") of QCS; and

WHEREAS, Latchman desires to sell, and Watchtower desires to purchase, the Shares on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1 DEFINITIONS

Any term not defined in this Agreement shall have the meaning set forth in Black's Law Dictionary (Latest Edition), or if it does not appear in Black's Law Dictionary, then as defined by the latest edition of Webster's Revised Unabridged Dictionary. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings indicated:

"Closing" shall mean the finalizing of the sale of the Shares when title is transferred to Watchtower from Latchman.

"Indebtedness" means all obligations (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or similar instruments, (iii) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business

and consistent with past practices), (iv) under capital leases and (v) in the nature of guarantees of the obligations described in clauses (i) through (iv) above of any other person).

“Liens” means mortgage, pledge, assessment, security interest, lease, lien, adverse claim, restriction (as to ownership, possession, use, transfer or enjoyment), levy, charge or other encumbrance.

“Option” with respect to any person means any security, right, subscription, warrant, option, or other contract that gives the right to purchase or otherwise receive or be issued any shares of capital stock of such person or any security of any kind convertible into or exchangeable or exercisable for any shares of capital stock of such person.

## **ARTICLE 2 PURCHASE AND SALE OF ASSETS AND CLOSING**

- 2.1 Purchase and Sale. At Closing, Latchman agrees to sell to Watchtower, and Watchtower agrees to purchase from Latchman, all of the Shares on the terms and subject to the conditions set forth in this Agreement.
- 2.2 Purchase Price. The Purchase Price for the Shares is \$10 and other good and valuable consideration (the “Purchase Price”). Upon satisfaction of the requirements of Section 2.3, Watchtower shall deliver to Latchman a check for the amount of the Purchase Price.
- 2.3 Closing; and Closing Deliveries by Latchman and Watchtower.
- (a) Closing. Subject to the terms and conditions hereof, the Closing will take place at a place mutually agreeable to the parties, no later than 60 days after PSC Approval referenced in section 2.4.
- (b) Latchman's Closing Deliveries. At or before the Closing, Latchman shall deliver to Watchtower:
- (i) the certificates representing all of the Shares, together with accompanying stock powers or instruments of assignment, properly endorsed for transfer;
  - (ii) the order of the PSC approving the transfer of the shares of QCS to Watchtower;
  - (iii) the Certificate of Public Convenience and Necessity issued by the PSC to QCS on November 15, 2011;
  - (iv) the letters of resignation of the directors and officers of QCS effective as of the Closing; and
  - (v) all minute books, corporate seals and corporate records of QCS;
- (c) Watchtower's Closing Deliveries. At the Closing, Watchtower shall deliver to Latchman:
- (i) The resolution of the Board of Directors of Watchtower authorizing the transactions contemplated by this Agreement; and
  - (ii) a check for the amount of the Purchase Price.

- 2.4 Approval by the Public Service Commission. The parties recognize and acknowledge that the transaction set forth in this Agreement is subject to the review, consent, and approval of the New York Public Service Commission ("PSC"), Watchtower shall file all necessary applications, petitions, and all other information and documentation that may reasonably be required by the PSC to approve this transaction, and QCS shall cooperate with Watchtower in Watchtower's efforts to obtain PSC approval. The cost of any such filings shall be the responsibility of Watchtower. Obtaining approval by the PSC ("PSC Approval") is a condition precedent to the Closing of the transaction set forth in this Agreement.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER**

Latchman hereby represents and warrants to Watchtower as follows and warrants that such representations and warranties will be true and correct at the Closing:

3.1. Status of Latchman.

- (a) Latchman is the owner of all of the Shares free and clear of any Liens.
- (b) Latchman has full power and authority to execute and deliver this Agreement, to perform all obligations under this Agreement, and to consummate the transactions contemplated in this Agreement, including without limitation to own, hold, sell, assign and transfer (pursuant to this Agreement) the Shares.

3.2. Existence and Qualification of QCS.

- (a) QCS is duly organized, validly existing, and has active status under the laws of the State of New York.
- (b) QCS has full corporate power and authority to conduct its business as and to the extent now conducted and to own, use, and lease its assets and properties of every kind, nature, character and description.
- (c) Latchman has furnished to Watchtower true and complete copies of the Articles of Incorporation of QCS as amended.

3.3. Capital Stock.

- (a) The authorized capital stock of QCS consists of 200 shares of common stock, no par value, of which 200 shares have been issued to Latchman.
- (b) The Shares are duly authorized, validly issued, outstanding, fully paid and non-assessable.
- (c) Latchman owns all of the Shares, beneficially and of record, free and clear of all Liens.
- (d) Latchman owns all of the Shares, beneficially and of record, free and clear of any Options.
- (e) The delivery of certificates at the Closing will transfer to Watchtower good and valid title to the Shares, free and clear of all Liens and Options.

- 3.4. Subsidiaries. There are no subsidiaries of QCS.
- 3.5. No Conflicts. Subject to the PSC Approval as set forth in Section 2.4, the execution and delivery by Latchman of this Agreement do not, and the performance by Latchman of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or violate any provision of the QCS's certificate or articles of incorporation, bylaws, or other organizational or charter documents or (ii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree, or other restriction of any court or governmental authority to which QCS is subject (including federal and state securities laws and regulations), or by which any property or asset of QCS is bound or affected.
- 3.6. Governmental Approvals and Filings. Except for the PSC Approval mentioned in section 2.4, no consent, approval, action of, filing with, or notice to any other governmental or regulatory authority on the part of Latchman is required in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.
- 3.7. Books and Records.
- (a) The minute books and similar books and records of QCS contain a true and complete record, in all material respects, of all action taken at all meetings and by all written consents in lieu of meetings of the stockholders, the boards of directors, and committees of the boards of directors of QCS to the best of the Latchman's knowledge.
  - (b) The books of account, minute books, stock record books, and other records of QCS all of which have been made available to Watchtower, are complete, accurate and correct in all material respects and have been maintained in accordance with sound business practices and the requirements of law, to the best of Latchman's knowledge.
- 3.8. Financial Condition.
- (a) Latchman has previously delivered to Watchtower true, complete, and correct copies of all of the statutory financial statements of QCS as of the Effective Date.
  - (b) Latchman will deliver to Watchtower true, complete, and correct copies of any quarterly and/or annual statement for all calendar quarters ending after the Effective Date and prior to the Closing.
  - (c) Any financial statements that have been delivered to Watchtower prior to the date of this Agreement have been prepared, and each of the financial statements that will be delivered to Watchtower, will have been prepared, in accordance with Generally Accepted Accounting Principles, were in compliance with applicable laws, statutes, rules, regulations, ordinances, and other pronouncements having the effect of law of the United States or other country, or any state, county, city or other political subdivision when filed and present fairly the financial condition of QCS covered thereby as of the respective dates thereof and the results of operations, changes in surplus and cash flow of QCS covered thereby for the respective periods then ended.



- (d) QCS has no Indebtedness, obligations, or other liabilities known to Latchman except as set forth in any financial statements that have been delivered to Watchtower.

### 3.9. Taxes.

- (a) QCS has timely filed all federal, state, local, and foreign tax returns, declarations, statements, and reports that it may have been required to file (including schedules and attachments thereto) (collectively, the "Returns"). All such Returns were correct and complete and have been prepared in compliance with all applicable laws, statutes, rules, regulations, ordinances, and other pronouncements having the effect of law of the United States or other country, or any state, county, city, or other political subdivision.
- (b) Latchman has delivered to Watchtower correct and complete copies of all Returns, examination reports, and statements of deficiencies assessed against or agreed to by QCS.
- (c) All taxes due and owing by QCS have been paid. In its books of account and related records, QCS has adequately provided for liability for all unpaid taxes.
- (d) There is no pending audit or examination of the tax liability of QCS.
- (e) QCS has not received from any governmental or regulatory authority any (i) written notice indicating intent to open an audit or other review with respect to taxes for which QCS could be liable, (ii) request for information related to tax matters, or (iii) notice of deficiency or proposed adjustment of any tax for which QCS could be liable.
- (f) QCS has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee or independent contractor and has properly characterized employees and independent contractors as such for tax purposes.

3.10. Legal Proceedings. There is no action, suit, inquiry, notice of violation, proceeding or investigation pending or threatened against QCS before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign).

3.11. Compliance with Laws and Orders. To the best knowledge of Latchman, QCS is not in violation of or in default under any order, laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States or other country or any state, county, city or other political subdivision.

### 3.12. Benefit Plans – ERISA Employees

- (a) QCS does not maintain, contribute to, sponsor or participate in, nor has it ever maintained, contributed to, sponsored or participated in, and no past or present employee of QCS participates in or is benefited by, or has participated in or benefited by, any Benefit Plan (as defined by the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder ("ERISA")) covering any employee or former employee of the QCS, and QCS has not taken any action to institute any such Benefit Plan. QCS is and has at all times been in

compliance with all applicable laws, agreements, policies and obligations relating to employment, wages, hours and terms and conditions of employment.

- (b) There are no written or oral employment contracts between QCS and any of its employees. QCS has no employee handbooks or policy manuals.
- 3.13. Real Property. QCS does not own any interest in any real property nor does it hold any leasehold interest as a tenant in any real property.
- 3.14. Intellectual Property Rights.
- (a) Latchman or QCS has rights to the name "QCSTelecom, Inc."
  - (b) Latchman and QCS possess no rights of any nature whatsoever to any other patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, inventions, copyrights and copyright rights, and all pending applications for and registrations of patents, trademarks, service marks and copyrights (collectively, "Intellectual Property") used in or useful to the business of QCS.
  - (c) Any Intellectual Property used in the business of QCS shall be provided to Watchtower upon written request. None of such Intellectual Property infringes the rights of any third party, and, to the knowledge of Latchman, no other party is infringing the Intellectual Property of QCS.
- 3.15. Contracts. There are no any agreement, lease, evidence of Indebtedness, mortgage, indenture, security agreement or other contract (collectively, "Contracts") currently in force between QCS and any other person. QCS is not in breach of any Contracts and there is no circumstance existing that with notice or the lapse of time is reasonably likely to result in a breach of any of such Contracts by QCS, and, to the knowledge of Latchman, no other person is in breach of any of such Contracts and there is no circumstance existing that with notice or the lapse of time is reasonably likely to result in a breach of any of such Contracts by such other person. Any and all agent contracts, licenses, or appointments with QCS will be terminated by QCS prior to the Closing Date.
- 3.16. Licenses. Prior to the execution of this Agreement, Latchman has delivered to Watchtower true and complete copies of all existing licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises, and similar consents granted or issued by any governmental or regulatory authority held by QCS.
- 3.17. Insurance. There are no insurance policies currently in effect that insure the business, operations or employees of QCS or affect or relate to the ownership, use, or operation of any of the assets of QCS and that (i) have been issued to QCS or (ii) have been issued to any person (other than QCS) for the benefit of QCS.
- 3.18. Brokers. Neither Latchman nor Watchtower has engaged the services of any brokers.
- 3.19. Absence of Changes. There has not been any:
- (a) change in QCS' authorized or issued capital stock; grant of any Option or right to purchase shares of capital stock; issuance of any security convertible into such capital

stock; grant of any registration rights; purchase, redemption, retirement, or other acquisition of any shares of any such capital stock; or declaration or payment of any dividend or other distribution or payment in respect of shares of capital stock;

- (b) amendment to the articles of incorporation or bylaws of QCS; or
- (c) agreement, whether oral or written, by QCS to do any of the foregoing.

3.20. Independent Contractors. All persons that have been classified or treated by QCS as independent contractors have been correctly treated as independent contractors under all tax, employment, and other laws.

3.21. Disclosure. Latchman has disclosed all material facts necessary to make the statements in this Article 3. There is no fact known to Latchman that materially adversely affects or threatens the assets, business, prospects, financial condition or results of operations of QCS that has not been disclosed.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Watchtower hereby represents and warrants to Latchman as follows:

4.1 Existence. Watchtower is a New York not-for-profit corporation with full corporate power and authority to execute and deliver this Agreement, to perform all obligations hereunder, and to consummate the transactions contemplated hereby.

4.2 Authority. This Agreement has been duly and validly executed and delivered by Watchtower and constitutes a legal, valid, and binding obligation of Watchtower enforceable against Watchtower in accordance with its terms.

4.3 No Conflicts. The execution and delivery by Watchtower of this Agreement does not, and the performance by Watchtower of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not:

- (a) conflict with or result in a violation or breach of any laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States or other country or of any state, county, city, or other political subdivision, or orders applicable to Watchtower or any of its assets and properties, subject to obtaining the required consents, approvals, and actions required by this Agreement; or
- (b) constitute (with or without notice or lapse of time or both) a default under any contract or license to which Watchtower is a party or by which any of its assets and properties is bound.

#### **ARTICLE 5 COVENANTS OF SELLER**

Latchman covenants and agrees with Watchtower that, at all times from and after the Effective Date until the Closing, Latchman will comply with all covenants and provisions of this Article 5, except to the extent Watchtower may otherwise consent in writing.

- 5.1 Approvals. Latchman will (a) provide such information and communications to such governmental or regulatory authorities or other persons as they may reasonably request, and (b) provide reasonable cooperation to Watchtower in obtaining all consents, approvals, or actions of, making all filings with, and giving all notices to governmental or regulatory authorities or other persons required of Watchtower to consummate the transactions contemplated hereby, and Latchman will provide prompt notification to Watchtower when any such consent, approval, action, filing, or notice is obtained, taken, made or given, as applicable, and will promptly advise Watchtower of any communications (and, unless precluded by law, provide copies of any such communications that are in writing) with any governmental or regulatory authority or other person regarding any of the transactions contemplated by this Agreement.
- 5.2 Investigation by Watchtower. If requested by Watchtower, Latchman will:
- (a) upon reasonable prior notice and during normal business hours, provide Watchtower and its counsel, accountants, financial advisors, consultants and other representatives with access, to all files, documents, instruments, papers, books, and records relating to the business, financial condition or results of operations of QCS including without limitation financial statements, tax returns, and related work papers and letters from accountants, budgets, pricing guidelines, ledgers, journals, deeds, title policies, minute books, stock certificates and books, stock transfer ledgers, Contracts, licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents granted or issued by any governmental or regulatory authority, customer lists, computer files and programs, retrieval programs, operating data and plans and environmental studies and plans (collectively called, "Books and Records"); and
  - (b) furnish Watchtower and/or Watchtower's representatives with all such Books and Records concerning the business and operations of QCS as Watchtower and/or Watchtower's representatives reasonably may request, except to the extent that furnishing any such information or data would violate any laws, statutes, rules, regulations, ordinances, and other pronouncements having the effect of law of the United States or other country, or any state, county, city or other political subdivision order, contract or license applicable to Latchman or the QCS.
- 5.3 Conduct of Business. Prior to Closing, Latchman will use commercially reasonable efforts to (a) preserve intact the present business organization and reputation of QCS; (b) maintain the assets of QCS in good working order and condition, ordinary wear and tear excepted; (c) operate QCS in accordance with applicable laws; and (d) operate QCS in its usual and customary manner.

## **ARTICLE 6 COVENANTS OF PURCHASER**

Watchtower covenants and agrees with Latchman that, at all times from and after the date hereof until the Closing, Watchtower will comply with all covenants and provisions of this Article 6, except to the extent Latchman may otherwise consent in writing.

- 6.1 Approvals. Watchtower will: take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith and use all commercially reasonable efforts, as promptly as practicable, to obtain any and all required consents, approvals or actions of, to make all required filings with and to give all notices to governmental or regulatory authorities, required of Watchtower to consummate the transactions contemplated hereby.
- 6.2 Fulfillment of Conditions. Watchtower will take all commercially reasonable steps necessary or desirable and proceed diligently and in good faith to satisfy each condition to the obligations of Latchman contained in this Agreement and will not take or fail to take any action that could reasonably be expected to result in the non-fulfillment of any such condition.

## **ARTICLE 7 TERMINATION**

- 7.1 Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:
- (a) at any time before the Closing, by mutual written agreement of Latchman and Watchtower; or
  - (b) at any time before the Closing, by Watchtower, if Watchtower is not able to obtain the required PSC Approval referenced in Article 2.4 or if Latchman fails to perform or observe any covenant, term, or agreement contained in this Agreement.
  - (c) by Latchman, if he is unable to complete the sale for any reason.
- 7.2 Effect of Termination. If this Agreement is terminated pursuant to Section 7.1, this Agreement will forthwith become null and void

## **ARTICLE 8 GENERAL PROVISIONS**

- 8.1 Arbitration. If the parties to this Agreement have any dispute or difference (collectively "Controversy") as to the interpretation of this Agreement, then the parties agree to make all earnest effort to resolve such Controversy amicably between themselves through open discussion of the issues. If the parties are unable to resolve such Controversy between them, then they agree that the Controversy will be decided by three adult persons chosen by Watchtower (the "Arbitrators"). The Arbitrators shall establish the procedures to be used by the parties in presenting the Controversy to the Arbitrators. The decision of the Arbitrators shall be final, such dispute resolution process shall be the exclusive remedy of any party to this Agreement, and no party may initiate a lawsuit or other court proceeding to resolve any dispute, difference, or claim arising out of or relating to this Agreement.
- 8.2 Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered by electronic mail or mailed by registered or certified mail, return receipt requested, to the parties at the following addresses or facsimile numbers:



If to Watchtower, to:  
James Bias  
25 Columbia Heights  
Brooklyn, New York, 11201  
[JBias@jw.org](mailto:JBias@jw.org)

with copies to:  
Office of the General Counsel  
c/o Philip Brumley  
100 Watchtower Drive  
Patterson, New York 12563  
[RMoake@jw.org](mailto:RMoake@jw.org)

If to Latchman, to:  
Haniph Latchman  
1613 NW 90th Terrace  
Gainesville, Florida, 32606

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All such notices, requests and other communications will (i) if delivered by e-mail to the e-mail address provided in this Section (subject to an electronic receipt or other proof of transmission thereof), shall be deemed delivered on the date of transmission; and (ii) if delivered by mail in the manner described above to the address as provided in this Section, be deemed given upon receipt.

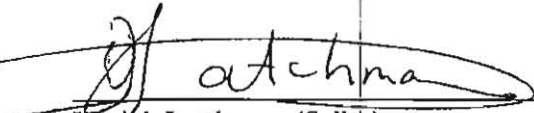
Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

- 8.3 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof. There are no oral agreements or understandings between the parties regarding this agreement.
- 8.4 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses, including legal fees, incurred in connection with the negotiation, execution and closing of this Agreement and the transactions contemplated hereby.
- 8.5 Further Assurances Post-Closing Cooperation.
- (a) Subject to the terms and conditions of this Agreement, at any time or from time to time after the Closing, each of the parties hereto shall execute and deliver such other documents and instruments, provide such materials and information and take such other actions as may reasonably be necessary, proper or advisable, to the extent permitted by law, to fulfill its obligations under this Agreement.

- (b) Following the Closing, each party will afford the other party reasonable access to the books, records and other data relating to the business, financial condition or results of operations of QCS, in its possession with respect to periods prior to the Closing and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by the requesting party.
- 8.6 Waiver. Any term, or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, provided, no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.
- 8.7 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- 8.8 No Third Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.
- 8.9 No Assignment by Seller. Watchtower may assign this Agreement and any right, interest, or obligation hereunder to any of the legal entities with which it cooperates or any limited liability company in which it is the sole member. Latchman may not assign anyone this Agreement or any right, interest or obligation hereunder.
- 8.10 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
- 8.11 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.
- 8.12 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to a contract executed and performed in such State without giving effect to the conflicts of laws and/or principles that would result in the application of the laws of any other jurisdiction.
- 8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

- 8.14 Electronic Signatures: Facsimiles or electronic mail containing signatures shall be deemed for all purposes to be originally-signed copies of the documents which are the subject of such facsimiles or electronic mail.
- 8.15 Prevailing Party. In the event of any litigation between the parties, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs.
- 8.16 Further Assurances. Following the Closing, at the request of Watchtower, Latchman shall take all reasonable actions, and execute all further documents and instruments in order to allow Watchtower to fully realize its rights under this Agreement.

This Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

  
\_\_\_\_\_  
H. Latchman (Seller)

**Watchtower Bible and Tract Society of New York, Inc. (Purchaser)**

By: \_\_\_\_\_

\_\_\_\_\_  
Name

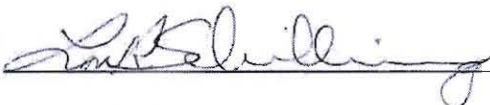
\_\_\_\_\_  
Title

- 8.14 Electronic Signatures: Facsimiles or electronic mail containing signatures shall be deemed for all purposes to be originally-signed copies of the documents which are the subject of such facsimiles or electronic mail.
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This Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

\_\_\_\_\_  
Haniph Latchman (Seller)

**Watchtower Bible and Tract Society of New York, Inc. (Purchaser)**

By:  \_\_\_\_\_

Lon R. Schilling  
Name

Vice President  
Title

**Exhibit D**

**Watchtower's Articles of Incorporation**



**CHARTER**  
**WATCHTOWER BIBLE AND TRACT SOCIETY**  
**OF NEW YORK, INC.**  
**A Not-for-Profit Corporation**  
**(As Amended Through September 2003)**

**AMENDED  
CERTIFICATE OF INCORPORATION  
OF  
WATCHTOWER BIBLE AND TRACT SOCIETY  
OF NEW YORK, INC.  
(Under Section 402 of the Not-for-Profit Corporation Law)\***

FIRST: The name of the corporation is WATCHTOWER BIBLE AND TRACT SOCIETY OF NEW YORK, INC.

SECOND: The corporation is a corporation as defined in Section 102(a)(5) of the Not-for-Profit Corporation Law and is a Type B corporation as defined in Section 201 of the Not-for-Profit Corporation Law. The purposes of the corporation are religious, educational, and charitable and are specifically to: act as a legal entity for the religious body of Christian persons in the United States known as Jehovah's Witnesses; support the efforts of Jehovah's Witnesses to preach and teach the gospel of God's Kingdom under Christ Jesus as a witness to the name, Word, and supremacy of Almighty God, JEHOVAH (Matthew 24:14; 28:19, 20; Psalm 83:18; Isaiah 43:10-12); print, record by any means and in any medium, and otherwise produce, and distribute Bibles in any medium; disseminate Bible truths in various languages; write, record by any means and in any medium, and otherwise create, publish, and distribute literature in various languages containing information and comment explaining Bible truths and prophecy concerning the establishment of Jehovah's Kingdom under Christ Jesus (2 Timothy 3:16, 17); write, record by any means and in any medium, and otherwise create, publish, and distribute music, art, and other intellectual property of a religious or educational nature in any medium; instruct and educate men, women, and children about the Bible and incidental scientific, historical, and literary subjects and to own and/or operate schools to advance such purpose; improve men, women, and children intellectually and morally by education based on Christian principles and to own and/or operate schools to advance such purpose; establish and operate private Bible schools, and ancillary facilities to house and care for the students at such schools, and classes for instructing men and women about the Bible, Bible literature, and Bible history; arrange for and hold assemblies for religious worship (Leviticus 23); maintain one or more religious orders of special ministers of Jehovah's Witnesses (2 Kings 2:3, 5; 6:1); provide humanitarian assistance to persons suffering from natural or man-made disasters and in other times of need; acquire (including by gift, inheritance, and bequest), own, and utilize any interest in real and personal property; and do any and all other lawful things that its Board of Directors, in accordance with the spiritual direction of the ecclesiastical Governing Body of Jehovah's Witnesses, shall deem appropriate in harmony with these purposes.

THIRD: The corporation shall have no capital stock. The corporation shall have members. The number of members, members' qualifications, the manner of electing members, and other matters pertaining to members shall be as provided in the bylaws.

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\* Date of original incorporation: March 4, 1909.

FOURTH: The county location, within this state, in which the office of this corporation is located, is Putnam County.

FIFTH: This corporation is to exist perpetually.

SIXTH: The business and affairs of the corporation shall be managed by and under the direction of the Board of Directors. The number of directors (which shall not be less than three), directors' qualifications, the manner of electing directors, and other matters pertaining to directors shall be as provided in the bylaws.

SEVENTH: The corporation shall have the powers and authority granted by law, specifically including the power to sell, lease, encumber, and otherwise convey interests in its real and personal property and the power to borrow money.

EIGHTH: No part of the assets, income, or profit of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in ARTICLE SECOND hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any political party or candidate for public office. (John 15:19; 17:16) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

NINTH: Upon winding up and dissolution of the corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be transferred to the Watch Tower Bible and Tract Society of Pennsylvania. If the Watch Tower Bible and Tract Society of Pennsylvania is not then in existence and a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code, then the remaining assets shall be distributed to any organization designated by the Governing Body of Jehovah's Witnesses that is organized and operated exclusively for religious, educational, and/or charitable purposes and is a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future federal tax code.

TENTH: The Secretary of State is hereby designated as agent of the corporation upon whom process against it may be served. The address to which the Secretary of State shall forward copies of process accepted on behalf of the corporation is Watchtower Bible and Tract Society of New York, Inc., Attention Philip Brumley, 100 Watchtower Drive, Patterson, New York 12563-9204.

**Exhibit E**

**Watchtower's Federal Tax Exemption Letter**

Internal Revenue Service  
P. O. Box 2508  
Cincinnati, OH 45201

Department of the Treasury

Date: **MAY 01 2008**

WATCHTOWER BIBLE AND TRACT SOCIETY OF  
NEW YORK INC  
% PHILIP BRUMLEY  
100 WATCHTOWER DR  
PATTERSON NY 12563-2232 004

**Person to Contact:**

Michelle Jones  
ID# 31-07675

**Toll Free Telephone Number:**

877-829-5500

**Employer Identification Number:**

11-1753577

**Group Exemption Number:**

9227

Dear Sir or Madam:

This is in response to your letter of February 13, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in March 1992 that recognized you as exempt from Federal income tax. Our records further indicate that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Westcott  
Manager, Exempt Organizations  
Determinations

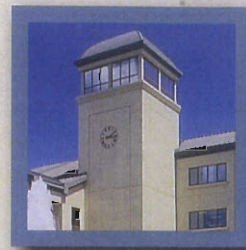
**Exhibit F**  
**Tour Brochure**



**VISITING HOURS:** Visitors are welcome to take a guided tour of the United States branch office facilities. Tours are available Monday through Friday, 8:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4:00 p.m.; Saturday from 8:00 a.m. to 11:00 a.m. It is recommended that you plan your visit for a weekday, from Monday to Friday, when all departments are functioning.



**WALLKILL**



**PATTERSON**

NEW YORK

CONNECTICUT

NEW JERSEY



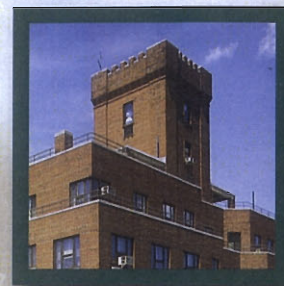
**BROOKLYN**

**Brooklyn to Patterson**  
70 miles, 1 1/2 hours

**Wallkill to Brooklyn**  
90 miles, 2 hours

**Patterson to Wallkill**  
54 miles, 1 1/4 hours

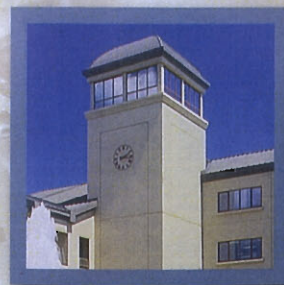
# WELCOME TO THE UNITED STATES BRANCH OFFICE OF JEHOVAH'S WITNESSES



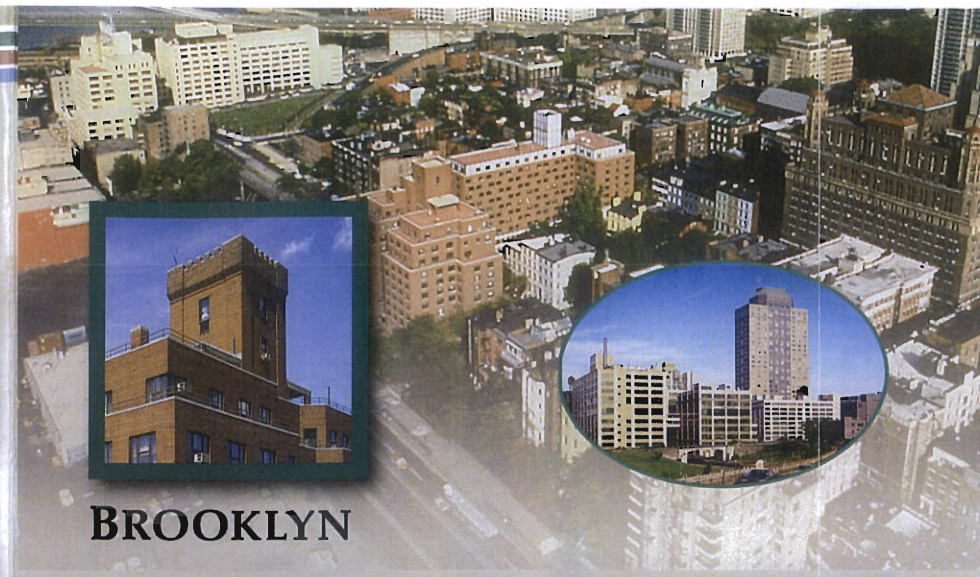
**BROOKLYN**



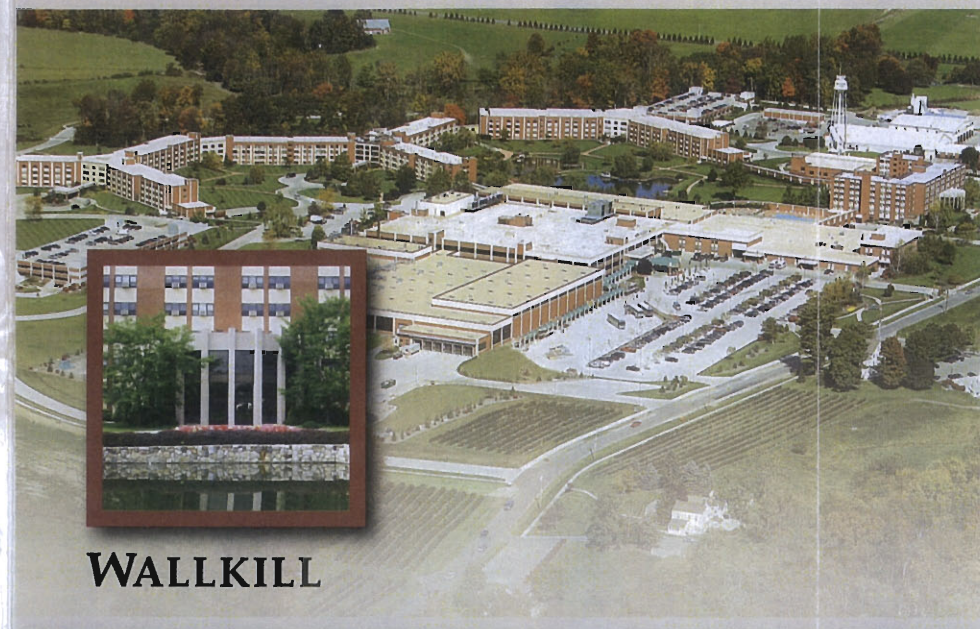
**WALLKILL**



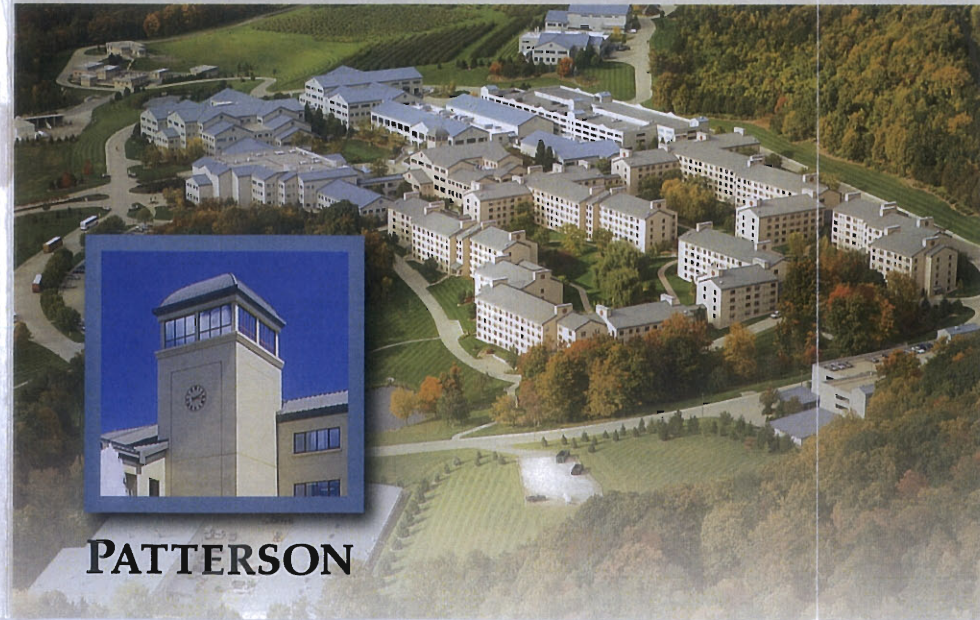
**PATTERSON**



**BROOKLYN**



**WALLKILL**



**PATTERSON**



## WELCOME!

Welcome to the United States branch office of Jehovah's Witnesses. Each of the branch complexes is called Bethel, meaning "House of God." (Genesis 28:19; footnote) All those serving at Bethel are dedicated to Jehovah God and are devoted full-time to supporting the disciple-making work that Jesus commanded his disciples to perform. (Matthew 24:14; 28:19, 20) To organize this work, there are more than a hundred branch offices of Jehovah's Witnesses worldwide. In the United States Bethel, some departments operate under the supervision of the Branch Committee. The Governing Body, the six committees of the Governing Body, and the Administration Offices make up the world headquarters of Jehovah's Witnesses, and a number of departments serve directly under one of the Governing Body committees.

**BROOKLYN.** Bethel was moved from Allegheny, Pennsylvania, to Brooklyn, New York, in 1909. At that time, the Bethel family was made up of only about 30 members. But by 1920, when a printery was established on Myrtle Avenue, that number had swelled to over a hundred. The decades that followed saw rapid expansion in the ranks of Jehovah's Witnesses. To keep pace with that increase, the Brooklyn Bethel family grew as well. For decades, Brooklyn was home to a large printery that cared for the needs of the United States and many other countries. Now, however, Wallkill and 20 other branches handle the printing needs for their respective parts of the world.

**WALLKILL.** In 1963 a farm was acquired in a rural area near the village of Wallkill, New York. In subsequent years, additional property was obtained, which significantly increased the size of the available area. For many years, these farms produced vegetables, fruits, meat, and dairy items to feed the Bethel family. At first, it was intended that these facilities be used only for farm purposes. However, printery space in Brooklyn became limited. So in 1970 construction began on a printery at Wallkill. In 2004 the entire literature production operation in Brooklyn—including pressroom, bindery, and shipping—was moved to a newly built printery at Wallkill.

**PATTERSON.** The 670-acre property at Patterson, New York, was acquired in December 1984. Its primary purpose would be to serve as an educational center. This complex of 28 buildings includes school facilities, offices, support services, and residence buildings. ■





## BIBLE INSTRUCTION

Each workday morning, the Bethel family comes together to consider a Bible text using the booklet *Examining the Scriptures Daily*. A chairman presides over this 15-minute discussion, and members of the family are assigned to comment on the text. Following the discussion, the family is led in prayer, and breakfast is served.

On Monday evenings, the entire Bethel family gathers to study the Bible with the help of *The Watchtower*. At times, there are special programs after the *Watchtower* Study. These Bible discussions each workday morning and on Monday evenings are an important part of Bethel life.

New arrivals attend the Bethel Entrants' School and are required to read the entire Bible during their first year. Each member of the family also makes time for personal Bible study. At Bethel there are a number of libraries that contain the publications of Jehovah's Witnesses and other reference works. Members of the family frequently use these facilities for study and for meeting preparation.

Bethel family members also have a personal share in the Kingdom-preaching work. They attend various nearby congregations, where many of them serve as elders and ministerial servants. ■



## BETHEL HOME

All Bethel family members are furnished with room and board and a small monthly reimbursement to assist with their personal expenses. They can truly be called a family because of their unity in serving their heavenly Father, Jehovah God. As a family they work together, enjoy meals together, and study the Bible together.

A number of necessary tasks are performed at Bethel. For example, some serve in the kitchen, where they prepare nutritious meals for the entire family to enjoy in the spacious and comfortable dining rooms. Thus, the family benefits from a well-balanced diet in a wholesome environment. Other members do cleaning and housekeeping, while others attend to the laundry. These assignments contribute to the family's high standard of cleanliness. Cleanliness is a hallmark of Bethel homes throughout the world.

Members of the United States Bethel family live in a number of residence buildings at Brooklyn, Wallkill, and Patterson. Much effort is involved in maintaining the various properties and equipment used by the branch. Various shops care for the mechanical, electrical, and other needs of the branch facilities. ■







## BROOKLYN

**ADMINISTRATION OFFICES.** The work of more than a hundred branch offices of Jehovah's Witnesses is coordinated by the Administration Offices. Under the supervision of the Governing Body, these offices convey direction in such matters as the use of land, buildings, and equipment. They also coordinate the activities of missionaries, guide relief efforts in disaster areas, and direct teaching programs for congregations and Bethel families throughout the world.

**BRANCH COMMITTEE.** The United States Branch Committee oversees the preaching work of over a million Witnesses of Jehovah in the contiguous United States as well as Bermuda and the Turks and Caicos islands. The Branch

Committee also gives direction regarding various functions of the United States Bethel.

**CONVENTION OFFICE.** District conventions are a vital part of the worship of Jehovah's Witnesses. This office arranges for more than 200 conventions in the United States and Bermuda each year. The Convention Office obtains facilities, supervises rooming arrangements, and assigns over 12,000 congregations to their respective convention locations.

**DESIGN/BUILD DEPARTMENT.** This department helps direct the engineering and construction activities at branch facilities, missionary homes, and Assembly Halls worldwide. It also coordinates the program for the construction

of Kingdom Halls in countries with limited resources. This includes planning projects; drawing up construction documents and budgets; monitoring quality, safety, and costs; and the assigning of international servants and volunteers.

**GRAPHICS DEPARTMENT.** Artwork, photographs, and composed text are combined to form a set of electronic files in four basic color components. Copies of these files are sent to the printing branches. This information is later inscribed by laser on four separate plates for printing the colors magenta, cyan, yellow, and black to form the full-color images.



**HOSPITAL INFORMATION SERVICES.** This department maintains a database of medical articles on alternatives to blood transfusions and makes pertinent information available to medical

and legal professionals. In addition, Hospital Information Services provides training for thousands of elders serving on Hospital Liaison Committees. In turn, these committees provide doctors with the latest research on nonblood medical management.

**INFORMATION SYSTEMS.** This department maintains the computer systems that are used at Bethel, including those that update congregation records in the Service Department, process literature requests in the printery, fulfill purchasing orders, and keep schedules for the Bethel Home. Information Systems also maintains the systems for telephones, e-mail, word processing, and file storage. Other systems cared for include the Multilanguage Electronic Phototypesetting System (MEPS), the Watchtower Library, and the Web site [www.watchtower.org](http://www.watchtower.org).

**OFFICE OF PUBLIC INFORMATION.** This office provides news agencies with accurate information about Jehovah's Witnesses, clearing up any misunderstandings regarding their beliefs and ministry. The Office of Public Information also distributes news releases that report on the activities of Jehovah's Witnesses around the world.

**WRITING DEPARTMENT.** Under the direction of the Writing Committee, material is prepared that will be published worldwide. Considerable research is done before the material is organized and put into written form. Sources are submitted for each fact or quote that is used. The completed text is thoroughly checked and proofread for spelling, grammar, and accuracy, after which it is reviewed by the Writing Committee. Approved text is sent to branches around the world so that it may be translated. ■



by 70 conveyors. It can produce up to 50,000 hardcover books and deluxe Bibles a day. With the use of automation, book parts for hardcover publications are handled only at the start of the line. Book parts (called signatures) are collated, bound, and trimmed. Then the covers are attached. Cartons of finished books are automatically sealed, labeled, and stacked onto a pallet. At the end of the line, books are ready to be shipped. The paperback book line assembles and packages as many as 100,000 books a day.





## WALLKILL

**FARM DEPARTMENT.** Farming operations provide produce and beef for the United States Bethel family. In addition, this department cares for the landscaping that enhances the appearance of the facilities.

**FOOD DISTRIBUTION.** This department cares for the processing and storing of food for Brooklyn, Wallkill, and Patterson. This arrangement simplifies the task of providing quality meals.

**PRINTERY.** The printery at Wallkill includes a pressroom, a bindery, and a shipping department.

**Pressroom.** The pressroom includes five web offset presses and two sheetfed offset presses. The web presses have

automatic splicers that make paper-roll changes without slowing or stopping the operation of the machine. Two of these presses can each print up to 90,000 magazines, brochures, or signatures an hour. Book and Bible signatures are gathered, bundled, and stacked on pallets automatically. The sheetfed presses print covers, endsheets, letterheads, and envelopes. One of these presses can print up to 15,000 full-color sheets an hour. Most functions of the presses are electronically monitored and controlled from the operator's console.

**Bindery.** The hardcover bindery line is more than a quarter of a mile long and is made up of 33 machines connected

Two casemaker machines produce up to 80,000 covers for hardbound books a day. Embossing machines stamp the titles on the covers that will be joined to the books. To produce deluxe Bibles, trimmed signatures are fed into the gilding machine, where gold-colored foil is applied by means of heat and pressure. Up to 5,000 Bibles a day can be gilded. After covers are attached, each Bible is shrink-wrapped and packed for shipment.

**Shipping Department.** Literature requests from more than 12,000 congregations in the United States and the Caribbean are processed each



month. A computer system calculates the size of the shipment and selects the appropriate cartons. A half-mile-long semiautomated conveyor transports each order to a special platform where consignments of literature are prepared for shipment. A portion of the literature produced in the printery is exported to countries all over the world, usually by ocean freight. The rest is shipped directly to congregations or to literature distribution centers in the United States, normally by means of commercial carriers. ■



## PATTERSON

**ART DEPARTMENT.** Under the oversight of the Writing Committee, the Art Department prepares illustrations for our publications. A designer develops an aesthetic layout after reviewing preliminary text of a publication. Arrangements are also made for preparing photographs, paintings, or digital artwork that will illustrate the subject. Creating a picture may involve doing historical research, selecting suitable models, and providing costumes, props, makeup, lighting, and art direction. A growing archive of photos—presently numbering more than 180,000 images—is maintained on a computer database for rapid retrieval. Proposed artwork is incorporated into the layout and



presented for approval to the Writing Committee. Once approved, the images are retouched and color-balanced. Then the material is sent to the Graphics Department in Brooklyn to make further preparations for printing.

**AUDIO/VIDEO SERVICES.** Under the oversight of the Teaching Committee, this department prepares audio recordings of the Bible, *The Watchtower*, *Awake!*, convention dramas, music programs, sound tracks for videos, and other materials for later replication. Audio/Video Services also produces video programs for Bethel departments and a

variety of videos for public release. Special attention has been given to the needs of the deaf by supporting the production of video publications in some 30 different sign languages of the world.

**LEGAL DEPARTMENT.** Serving under the direction of the Chairman's Committee and the United States Branch Committee, the Legal Department provides assistance to branches worldwide when it becomes necessary to establish or defend the rights of Jehovah's Witnesses. In addition, this department carries out the legal transactions that are necessary to operate the United States branch.

**SCHOOLS.** The schools at Patterson are supervised by the Teaching Committee. The Watchtower Bible School of Gilead was established in 1943 for the purpose of training missionaries. Full-time ministers selected from around the world attend a five-month course, which includes an in-depth study of the Bible and



Bible-related history. Gilead students also receive extensive training in the field ministry and in matters related to theocratic organization.

The facilities at Patterson can also accommodate the operation of other schools. For example, Branch Committee members as well as traveling overseers have been gathered here in schools for training. This has deepened their appreciation for Jehovah's organization and has helped them to accomplish their ministry more fully.

**SERVICE DEPARTMENT.** This department, under the oversight of the Branch Committee, handles correspondence from traveling overseers, elders, pioneers, and others regarding congregation and field service activities in the United States branch territory. Circuit assemblies and special assembly days are scheduled here. The Service Department also receives and tabulates field service reports from congregations within the United States.

**TRANSLATION SERVICES.** Translation worldwide is accomplished under the supervision of the Writing Committee. There are now more than 2,000 volunteers assisting with the translation work in over 120 countries. Jehovah's Witnesses have produced publications in more than 400 languages. This includes video publications for the deaf. In addition, Braille publications are provided in 15 languages. Files containing publication text and design information can be sent electronically to branches all over the world, thus making it possible to publish literature in many languages simultaneously.

**WRITING CORRESPONDENCE.** Serving under the direction of the Writing Committee, this department answers letters from thousands of individuals each year who have questions on Scriptural matters or who request counsel in dealing with problems. Scriptures that apply to the situations are highlighted for consideration. ■