

INTERNATIONAL BIBLE STUDENTS ASSOCIATION

IBSA House, The Ridgeway, London NW7 1RN
Telephone 020 8906 2211

Pursuant to a letter received from the Document Examination Branch of Companies House, dated December 9, 2005, the Trustees met and RESOLVED:

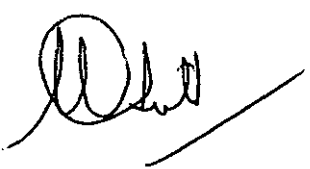
The "further amendments to the Memorandum and Articles" referred to in item 3 of the Resolutions presented and passed on November 2, are approved as follows:

1. The liability of the members to the Charity is limited.
2. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10.00) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.
3. Members shall be only dedicated and baptised Jehovah's Witnesses who are serving as elders in congregations of Jehovah's Witnesses in England and Wales.
4. A member shall ipso facto cease to be a member of the Association--

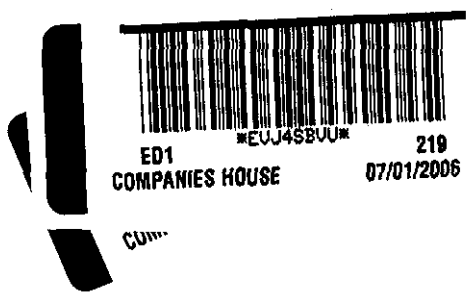
On the date of member's death, deletion as an elder, voluntary resignation, removal by resolution passed by not less than three fourths of those present, or disassociation from or disfellowshipping as, one of Jehovah's Witnesses.

BY ORDER OF THE BOARD:

Dated: *January 4, 2006*



S. D. Smith
Secretary



5/1/06 I hereby certify this to be a true copy of the original

Richard J Cook

Richard J Cook
Solicitor
Lowood House Partingdale Lane
London NW7 1NS

MINUTE OF A MEETING OF IBSA

At a meeting of the trustees of IBSA held on November 28, 2005 at which a quorum was present it was agreed that:

1. The Memorandum of IBSA ("the Charity"), should be updated to:
 - (a) show that the Charity is for the advancement of the religion of Jehovah's Witnesses;
 - (b) have sub-objects so as to clearly identify how the trustees carry out the main object of the Charity;
 - (c) permit the trustees to have the same benefits accorded to any full-time volunteer worker for the Charity.
2. The trustees of the Charity, approve the following amendments to the Memorandum of the Charity.

(a) Alteration to the Objects Clause

"3. The Charity's objects ("the Objects") are to advance the Christian Religion in particular as practised by the body of Christian persons known as Jehovah's Witnesses by:

- (1) preaching the gospel of God's Kingdom under Christ Jesus unto all nations as a witness to the name, word and supremacy of Almighty God, JEHOVAH.
- (2) maintaining one or more religious orders or communities of Jehovah's Witnesses;
- (3) promoting Christian missionary work;
- (4) promoting religious worship;
- (5) publishing, producing and distributing Bibles and other religious literature in any medium and educating the public in respect thereof;
- (6) advancing religious education;"

(b) Addition of a Trustee Benefit Clause

"4. The income and property of the Charity shall be applied solely towards the promotion of the objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and (subject to part (6) of this clause) no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any benefit or payment in good faith by the Charity:

- (1) of reasonable and proper expenses for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;

- (2) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
- (3) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- (4) of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;
- (5) to any trustee of reasonable out-of-pocket expenses.
- (6) to any trustee of board, accommodation, monetary allowance and other benefits as is enjoyed by other full-time voluntary workers for the Charity BUT ONLY under the following terms and conditions:
 - (a) The benefits provided by the Charity are necessary for the proper performance of the Trustees' duties to the Charity;
 - (b) The accommodation provided by the Charity shall be enjoyed by the Trustees only on a bare licence basis;
 - (c) The accommodation, board, monetary and other benefits enjoyed by the Trustees shall be of the same or similar standard to that of other full-time volunteer workers of the Charity;
 - (d) The monetary allowance given to the Trustees shall be based only on the estimated travel expenses reasonably incurred by a full time volunteer worker for the Charity in fulfilling their responsibilities to the Charity and reasonable ordinary living expenses of a full time volunteer worker of the Charity;
 - (e) Allocation of accommodation for the Trustees shall not be determined by the Trustees but shall be allocated by a non-Trustee applying the same internal rules for accommodation allocation as for any other volunteer worker of the Charity.

AND any Trustee shall withdraw from any meeting whilst his particular board, accommodation, monetary allowance and other benefits are being discussed."

3. The trustees of the Charity approve such further amendments to the Memorandum and Articles as shown in the amended Memorandum and Articles of the Charity attached.

Signed by two trustees Stephen A. Hardy Tom Hunter

Signed by the Secretary [Signature]

5/1/06 I hereby certify this to be a true copy of the original
Richard J Cook
 Richard J Cook
 Solicitor
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 London NW7 1NS