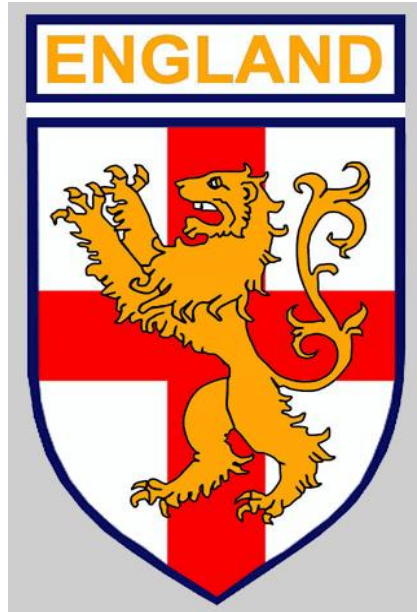


21-09-07



MEMORANDUM OF ASSOCIATION

Of

21-09-07

EKF LIMITED

The Companies Act 1985 and 1989

Company Limited by Guarantee

And not having a Share Capital

MEMORANDUM OF ASSOCIATION

Of

EKF LIMITED

1. The name of the Company is EKF Limited.
2. The Registered Office of the Company will be situated in England.
3. The objects for which the Company is established are:
 - (i) To promote the sport and practice of Karate within England, and
 - (ii) To organise, regulate and control the sport and practice of Karate within England, and
 - (iii) To affiliate to, the World Karate Federation (WKF) and therefore be recognised by WKF as its only representative in ENGLAND and
 - (iv) To, assist, co-operate with, and support national and international organisations having objects endorsed by the Company (EKF), and the WKF.
 - (v) The company (EKF) is ruled by its own Rules and Regulations and conform with the Statutes, Rules and regulations of the WKF.
 - (vi) To act as an advisory body on all matters appertaining to the sport and practice of Karate, through liaison with statutory and voluntary bodies, news media and other relevant parties, and
 - (vii) To provide Members with such services and support as may be available through their membership of the Company.

The Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:

- (a) To assume the assets and other rights and discharge the liabilities and responsibilities of English Karate Federation Governing Body, an unincorporated association;
- (b) To hold or assist in holding exhibitions, competitions and shows for the purpose of promoting the objects;
- (c) To print, publish and sell any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects and to carry on courses of instruction, lectures or discussions for the purpose of promoting its objects;
- (d) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any houses, buildings or works necessary or convenient for the purposes of the Company;
- (e) To sell, let, mortgage, dispose of or otherwise deal with all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects;
- (f) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company, in the shape of donations, annual subscriptions, or otherwise;
- (g) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to the objects of the Company and may lawfully be undertaken by the Company;
- (h) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit;
- (i) To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (j) To grant pensions, allowances, gratuities and bonuses to employees or ex-employees of the Company or the dependants of such persons;

- (k) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company;
- (l) To take over and acquire any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company and which shall prohibit the distribution of their income and property amongst their members to an extent at least as great as is imposed upon the Company under or by virtue of clause 4 hereof;
- (m) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations which the Company is authorised to take over or acquire;
- (n) To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations which English Karate Federation is authorised to take over or acquire;
- (o) To do all such lawful things as are incidental or conducive to the attainment of the objects of the Company.

PROVIDED ALWAYS that:

- (i) In case the Company shall take or hold any property which may be subject to any trusts English Karate Federation shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
 - (ii) The Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;
 - (iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property, the Management Board of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Management Board have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Management Board but they shall, as regards any such property, be subject jointly and separately to such control or authority as if the Company were not incorporated.
4. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend,

bonus or otherwise howsoever by way of profit to the Member Clubs of the Company. Provided that nothing herein shall prevent:

- (i) Any payment in good faith by the Company of reasonable and proper remuneration to any officer or servant of the Company or to any Member in return for any services actually rendered to the Company;
 - (ii) The payment of interest of any money lent by any Member of the Company at a fair market rate or reasonable and proper rent for premises demised or let by any Member;
5. The liability of the Members is limited. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while it is a Member, or within one year after it ceases to be a Member, for payment of the debts and liabilities of the Company contracted before it ceases to be a Member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding ten pounds.
6. If upon winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of English Karate Federation, but shall be given or transferred to some other institution or institutions having objects similar to the objects of English Karate Federation and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed upon the Company under or by virtue of clause 4 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and insofar as effect cannot be given to the aforesaid provision, then to some charitable object.
7. True accounts shall be kept of all moneys received and expended by the Company and the matters in respect of which such receipts and expenditure take place and of all property assets credits and liabilities of the Company and subject to any reasonable restrictions as to the time and manner of inspecting the same as may be imposed in accordance with the regulations of the Company for the time being in force such accounts shall be open to inspection of all members. Once at least in every year, one or more properly qualified Auditor or Auditors shall examine the accounts of the Company (EKF) clarify and distribute to the Board of Directors