

P02124

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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11 JUN -3 PM 12:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N.C.

C.COULLIETTE

JUN 03 2011

EXAMINER



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 800263 4300043

AUTHORIZATION :

[Handwritten signature]

COST LIMIT : \$ 35.00

ORDER DATE : June 3, 2011

ORDER TIME : 9:50 AM

ORDER NO. : 800263-005

CUSTOMER NO: 4300043

FOREIGN FILINGS

NAME: SAINT GEORGE'S UNIVERSITY,
SCHOOL OF MEDICINE LIMITED
INC.

XX CORPORATE

XXXX AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX PLAIN STAMPED COPY

CONTACT PERSON: Troy Todd -- EXT# 2940

EXAMINER: _____

(Pursuant to s. 607.1504, F.S.)

P02124

1. Saint George's University, School of Medicine Limited Inc.

2. GRENADA

3. MAY 22, 1984

5. SAINT GEORGE'S UNIVERSITY LIMITED INC.

11 JUN -3 PM12:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of the Incorporation of a Company

No. 39 of 1976
STATE OF GRENADA.

I hereby Certify that

"SAINT GEORGE'S UNIVERSITY SCHOOL OF MEDICINE
LIMITED"

is this day incorporated under "The
Companies Ordinance, 1926," (No 18 of
1926) and that the Company is limited.

Given under my hand at Saint George's

this 14th day of August

one thousand nine hundred and
seventy-six.

(E.C. Wilkinson)
Registrar of Companies.

Registration Fees \$ 139.20

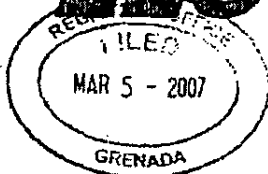
Stamp Duty \$ 240

Form of Original Certificate of Incorporation.

Certificate received by *George Lamb*

Date. 14th August, 1976.

LLOYD L. NOEL



*Barrister-at-Law
Solicitor & Conveyancer
& Notary Public*

Phone No. 440-3980/9696
Fax No. 440-6607
Email. *lloyd@noel.law*

#9, Church Street
St. George's
Grenada W.I.

2nd March 2007

The Registrar of Companies
York House
St. George's

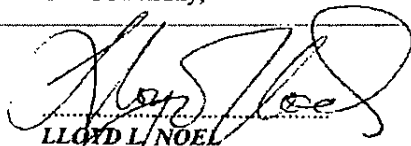
Dear Sir,

**Re: ST. GEORGE'S UNIVERSITY SCHOOL OF MEDICINE LIMITED
CHANGED TO ST. GEORGE'S UNIVERSITY LIMITED.**

Pursuant to Section 213 of The Companies Act 1994, I forward herewith Two Copies of the parts of ACT. No. 18 of 1996 - **ST. GEORGE'S UNIVERSITY LIMITED Act, 1996** - which deals with the Change of Name of the University since 1996.

Because the name was changed by an Act of Parliament, I did not think it needed to be further registered - but the University's Creditors are now insisting that this is done, although the Articles themselves have not been altered.

Yours faithfully,



LLOYD L. NOEL
Solicitor for St. George's University Limited

*vide TR. Rec # 583882
\$25.00
2/5
5/03/07*

1996

Saint George's University Limited

Act 18

115



GRENADA

ACT NO. 18 OF 1996

I assent,

L.S.

17th September, 1996.

DANIEL CHARLES WILLIAMS

Governor-General.

An Act to give legal effect to Charter for the St. George's University Limited and an Agreement between the Government of Grenada and the said St. George's University Limited with respect to its operation and the said development.

[20th September, 1996].

Be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Senate and the House of Representatives of Grenada, and by the authority of the same as follows:—

1. This Act may be cited as the

Short title.

SAINT GEORGE'S UNIVERSITY LIMITED
ACT, 1996.

Interpretation. 2. In this Act —

"Agreement" means the Agreement as contained in the Second Schedule to this Act;

"Charter" means the Charter as contained in the First Schedule to this Act;

"Minister" means the Minister responsible for tertiary education and where there is no such allocation, the member responsible for education;

"University" means the Saint George's University Limited.

Legal effect of Charter.

3. The Charter as set out in the First Schedule to this Act is hereby enacted for and shall have the force of law in Grenada with respect to the University.

Legal effect of Agreement.

4. The Agreement shall, after the commencement of this Act, have legal effect with respect to the rights, obligations and administration of the University and the rights and obligations of the Government.

Amendment of Charter and Agreement.

5.—(1) Where any amendment of the Charter or the Agreement is accepted by the Government and the University the Minister may, by order amend the First Schedule or the Second Schedule, as the case may be, in order to give effect to such amendment.

(2) An order made under this section may contain such consequential, supplemental or ancillary provisions as appear to the Minister to be necessary or expedient for the purpose of giving effect to such amendment.

(3) An order under this section shall be subject to a negative resolution of each House of Parliament.

(4) Where the Charter or the Agreement is amended under this section any reference in this Act or any other enactment to the Charter or the Agreement shall, unless the context otherwise requires, be construed as a reference to the Charter or the Agreement as amended.

6.—(1) Any rights which accrued to the Saint George's University School of Medicine Limited by virtue of the Saint George's University (School of Medicine Limited) Act, 1976 are hereby saved and shall, vest in the University.

Savings and validation.

Act No. 17 of 1976.

(2) The assignment to the Saint George's University (School of Medicine) Limited of the Agreement as contained in the Schedule to the Saint George's University (School of Medicine) Act, 1976 shall be deemed to have been validly done.

7.—(1) The Saint George's University (School of Medicine) Limited Act, 1976 is hereby repealed.

Repeal and revocation.

(2) The Saint George's University (School of Medicine) (Schedule) (Amendment) Order, 1995 is hereby revoked.

SRO No. 22 of 1995.

FIRST SCHEDULE

GRENADA

CHARTER OF THE SAINT GEORGE'S UNIVERSITY, GRENADA

ARTICLE I

OBJECTS

The objects of the Saint George's University (hereinafter referred to as "The University") are—

- (a) the advancement of learning, and the dissemination of knowledge and the intellectual, social, moral, cultural, spiritual and physical development of its students and employees and the betterment of society;
- (b) the advancement of research in response to existing and changing social needs in support of cultural economic, technological development of the Caribbean;
- (c) the provision of programmes of study which prepares the community of international students for leadership roles in their respective countries.

ARTICLE 2

LEGAL STATUS AND ADMINISTRATIVE STRUCTURE

1. The Saint George's University (School of Medicine Limited) and the Board of Trustees of the said University shall continue hereafter as Saint George's University Limited.

2. The University shall establish such number of bodies, including a Board of Trustees, and Academic Boards as may be necessary for its proper academic and administrative functioning.

3. Without prejudice to anything contained in section 2, there shall be separate Academic Boards for the School of Medicine.

4. The Board of Trustees shall be the principal governing body of the University; and it shall be composed of such numbers of members as appointed by the shareholders of the University.

SECOND SCHEDULE

GRENADA

(Section 4)

THIS AGREEMENT is made this day of 1996
BETWEEN THE GOVERNMENT OF GRENADA (acting herein through
Dr. Raphael Fletcher, Minister without Portfolio) (hereinafter referred to as "The
Government") of the ONE PART and SAINT GEORGE'S UNIVERSITY LIMITED
(hereinafter referred to as "The University") of the OTHER PART.

WHEREAS it is the desire of the Government to further develop tertiary educational institutions in Grenada so as to enhance training in medicine, science, arts and other fields of tertiary education;

AND WHEREAS The University is engaged in the business of providing tertiary education to qualified students by way of qualified staff, medical and scientific equipment and the necessary support services;

AND WHEREAS The Government is conscious of the role and function of the University of the West Indies as a Caribbean regional tertiary educational institution;

AND WHEREAS The Government desires to facilitate the development and operation of The University, formerly known as the Saint George's University (School of Medicine) Limited;

NOW THEREFORE the parties hereto in consideration of the mutual covenants and conditions to be kept and performed as hereinafter set forth do hereby agree as follows:

ARTICLE 1

RECOGNITION OF DEGREES

The Government hereby agrees to recognise and accept the schools established by The University from time to time, and the degrees it confers upon students that successfully complete the prescribed courses of study.

ARTICLE 2

VISITATION RIGHTS

The University hereby agrees that the Government shall have full visitation rights of the University by such person or persons as may be determined by the Government from time to time.

ARTICLE 3

NOMINATION TO ACADEMIC BOARD

The University hereby agrees that the Government shall nominate one member of the Academic Board of the School of Arts and Science.