

SCHEDULE 1

Regulation 2

MEMORANDUM AND ARTICLES OF ASSOCIATION OF RTM COMPANIES

PART 1

MEMORANDUM OF ASSOCIATION

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

[NAME]

[CWMNI RTM CYFYNGEDIG] : [RTM COMPANY LIMITED]

1. The name of the company is [name] [RTM Company Limited] [Cwmni RTM Cyfyngedig] (the "Company").
2. The registered office of the Company will be situated in [England and Wales][Wales (a)].
3. The objects for which the Company is established are to acquire and exercise in accordance with the Commonhold and Leasehold Reform Act 2002 ("the 2002 Act") the right to manage the premises known as [name and address] ("the Premises"). These objects shall not be restrictively construed but the widest interpretation shall be given to them.
4. In furtherance of the objects, but not otherwise, the Company shall have power to do all such things as may be authorised or required to be done by a RTM company by and under the 2002 Act, and in particular (but without derogation from the generality of the foregoing) -
 - (a) to prepare, make, pursue or withdraw a claim to acquire the right to manage the Premises;
 - (b) to exercise management functions under leases of the whole or any part of the Premises in accordance with sections 96 and 97 of the 2002 Act;
 - (c) to exercise functions in relation to the grant of approvals under long leases of the whole or any part of the Premises in accordance with sections 98 and 99 of the 2002 Act;
 - (d) in accordance with sections 100 and 101 of the 2002 Act, to monitor, keep under review, report to the landlord, and procure or enforce the performance by any person of the terms of any covenant, undertaking, duty or obligation in any way connected with or affecting the Premises or any of its occupants;
 - (e) to negotiate for and make applications for the variation of leases pursuant to Part 4 of the Landlord and Tenant Act 1987 ("the 1987 Act");
 - (f) to do such other things and to perform such other functions in relation to the Premises or any leases of the whole or any part of the Premises as may be agreed from time to time with the landlord or landlords or any other parties to the leases, as the case may be;
 - (g) to provide and maintain services and amenities of every description in relation to the Premises; to maintain, repair, renew, redecorate, repaint and clean the Premises; and to cultivate, maintain, landscape and plant any land, gardens and grounds comprised in the Premises;
 - (h) to enter into contracts with builders, decorators, cleaners, tenants, contractors, gardeners, or any other person; to consult and retain any professional advisers and to employ any staff and managing or other agents; and to pay, reward or remunerate in any way any person supplying goods or services to the Company;
 - (i) to make any appropriate or consequential agreements or arrangements for the right to manage the Premises

(a) See the Companies Act 1985 sections 2(1) and (2) and 710B.

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- to cease to be exercisable by the Company;
- (j) to issue and receive any notice, counter-notice, consent or other communication and to enter into any correspondence concerning or in any way affecting the Premises, the management of the Premises, the occupants of the Premises, the Company, any of its activities, or any of its members;
 - (k) to commence, pursue, defend or participate in any application to, or other proceeding before, any court or tribunal of any description;
 - (l) to insure the Premises or any other property of the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company and its directors, officers or auditors against public liability and any other risks which it may consider prudent or desirable to insure against;
 - (m) to collect in or receive monies from any person on account of service charges, administration charges and other charges in relation to the Premises and, where required by law to do so, to hold, invest and deal with the monies in accordance with the provisions of the 1987 Act and any regulations or orders made under that Act from time to time;
 - (n) to establish, undertake and execute any trusts which may lawfully be, or which are required by law to be, established, undertaken or executed by the Company;
 - (o) to establish and maintain capital reserves, management funds and any form of sinking fund in order to pay, or contribute towards, all fees, costs, and other expenses incurred in the implementation of the Company's objects;
 - (p) to invest any money of the Company in the United Kingdom by depositing it at interest with any financial institution with which a trust fund of service charge contributions might be held in accordance with the 1987 Act; or to invest it in such other manner (including the purchase of securities and other investments) as the Company in general meeting may authorise from time to time; and to hold, sell or otherwise dispose of any such investments;
 - (q) subject to any limitations or conditions imposed by the Company in general meeting from time to time, to lend and advance money or give credit on any terms, with or without security to any person; to enter into guarantees, contracts of indemnity and suretyship of all kinds; to receive money on deposit or loan upon any terms; and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person;
 - (r) subject to any limitations or conditions imposed by the Company in general meeting from time to time, to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it;
 - (s) to operate bank accounts and to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, debentures and other negotiable or transferable instruments;
 - (t) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person to pay such expenses;
 - (u) with the consent of the Company in general meeting, to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company and to the spouses, surviving spouses, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their spouses, surviving spouses, children and other relatives and dependants;
 - (v) to monitor and determine for the purpose of voting, or for any other purpose, the physical dimensions of the Premises and any part or parts of the Premises and to take or obtain any appropriate measurements;
 - (w) to enter into any agreements or arrangements with any government or authority (central, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
 - (x) to do all things specified for the time being in the articles of association of the Company;
 - (y) to do or procure or arrange for the doing of all or any of the things or matters mentioned above in any part

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of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and

(z) to do all such other lawful things as may be incidental or conducive to the pursuit or attainment of the Company's objects.

5. The income of the Company, from wherever derived, shall be applied solely in promoting the Company's objects, and, save on a winding up of the Company, no distribution shall be made to its members in cash or otherwise.

6. The liability of the members is limited.

7. Every member of the Company undertakes to contribute such amount as may be required, not exceeding £1, to the assets of the Company in the event of the Company being wound up while they are a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and of the costs, charges, and expenses of winding up the Company, and for the adjustment of the rights of the contributories among themselves.

8. If, on the winding up of the Company, there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall be paid to or distributed among the members of the Company.

9. In this Memorandum, references to an Act include any statutory modification or re-enactment of the Act for the time being in force.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Names and addresses of subscribers:

Dated:

Witness to the above signatures:

Name of witness:

Address of witness:

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PART 2
ARTICLES OF ASSOCIATION
COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF
[NAME]
[CWMNI RTM CYFYNGEDIG] : [RTM COMPANY LIMITED]

INTERPRETATION

1. In these articles -

"the Companies Act" ("*y Ddeddf Cwmnïau*") means the Companies Act 1985(a);

"the 2002 Act" ("*Deddf 2002*") means the Commonhold and Leasehold Reform Act 2002;

"address" ("*cyfeiriad*"), in relation to electronic communications, includes any number or address used for the purposes of such communications;

"clear days" ("*dyddiau clir*"), in relation to a period of notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"communication" ("*cyfathrebiad*") and "electronic communication" ("*cyfathrebiad electronig*") have the same meaning as in the Electronic Communications Act 2000(b);

"the Company" means *[name]* [RTM Company Limited] [Cwmni RTM Cyfyngedig];

"immediate landlord" ("*landlord uniongyrchol*"), in relation to a unit in the Premises, means the person who -

(a) if the unit is subject to a lease, is the landlord under the lease; or

(b) if the unit is subject to two or more leases, is the landlord under whichever of the leases is inferior to the others;

"the Premises" ("*y Fangre*") means *[name and address]*;

"residential unit" ("*uned breswyl*") means a flat or any other separate set of premises which is constructed or adapted for use for the purposes of a dwelling;

"registered office" ("*swyddfa gofrestrdig*") means the registered office of the Company; and

"secretary" ("*ysgrifennydd*") means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

2. Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Companies Act.

3. In these articles, references to an Act shall include any statutory modification or re-enactment of the Act for the time being in force.

MEMBERS

4. Subject to the following articles, the subscribers to the Memorandum of Association of the Company, and such other persons as are admitted to membership in accordance with these articles shall be members of the

(a) 1985 c.6.

(b) 2000 c.7. See section 15 of that Act.

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Company. Membership of the Company shall not be transferable.

5. No person shall be admitted to membership of the Company unless that person, whether alone or jointly with others, is -

- (a) a qualifying tenant of a flat contained in the Premises as specified in section 75 of the 2002 Act; or
- (b) from the date upon which the Company acquires the right to manage the Premises pursuant to the 2002 Act, a landlord under a lease of the whole or any part of the Premises.

6. A person who, together with another or others, is to be regarded as jointly being the qualifying tenant of a flat, or as jointly constituting the landlord under a lease of the whole or any part of the Premises, shall, once admitted, be regarded as jointly being a member of the Company in respect of that flat or lease (as the case may be).

7. Every person who is entitled to be, and who wishes to become a member of the Company, shall deliver to the Company an application for membership executed by that person in the following form (or in a form as near to the following form as circumstances allow or in any other form which is usual or which the directors may approve) -

To the Board of [name of Company]

I, [name] of [address]

am a qualifying tenant of [address of flat] and wish to become a member of [name of Company] subject to the provisions of the Memorandum and Articles of Association of the Company and to any Rules made under those Articles. I agree to pay to the Company an amount of up to £1 if the Company is wound up while I am a member or for up to 12 months after I have ceased to be a member.

Signed:

Dated:

8. Applications for membership by persons who are to be regarded as jointly being the qualifying tenant of a flat, or who jointly constitute the landlord under a lease of the whole or any part of the Premises, shall state the names and addresses of all others who are jointly interested with them, and the order in which they wish to appear on the register of members in respect of such flat or lease (as the case may be).

9. The directors shall, upon being satisfied as to a person's application and entitlement to membership, register such person as a member of the Company.

10. Upon the Company becoming an RTM company in relation to the Premises, any of the subscribers to the Memorandum of Association who do not also satisfy the requirements for membership set out in article 5 above shall cease to be members of the Company with immediate effect. Any member who at any time ceases to satisfy those requirements shall also cease to be a member of the Company with immediate effect.

11. If a member (or joint member) dies or becomes bankrupt, that member's personal representatives or trustee in bankruptcy will be entitled to be registered as a member (or joint member as the case may be) upon notice in writing to the Company.

12. A member may withdraw from the Company and thereby cease to be a member by giving at least seven clear days' notice in writing to the Company. Any such notice shall not be effective if given in the period beginning with the date on which the Company gives notice of its claim to acquire the right to manage the Premises and ending with the date which is either -

- (a) the acquisition date in accordance with section 90 of the 2002 Act; or
- (b) the date of withdrawal or deemed withdrawal of that notice in accordance with section 86 or 87 of that Act.

13. If, for any reason -

- (a) a person who is not a member of the Company becomes a qualifying tenant or landlord jointly with persons who are members of the Company, but fails to apply for membership within 28 days, or
- (b) a member who is a qualifying tenant or landlord jointly with such persons dies or becomes bankrupt and

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that members personal representatives or trustee in bankruptcy do not apply for membership within 56 days pursuant to article 11, or

- (c) a member who is a qualifying tenant or landlord jointly with such persons resigns from membership pursuant to article 12,

those persons shall, unless they are otherwise entitled to be members of the Company by reason of their interest in some other flat or lease, also cease to be members of the Company with immediate effect. All such persons shall, however, be entitled to re-apply for membership in accordance with articles 7 to 9.

GENERAL MEETINGS

14. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.

15. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Companies Act, shall forthwith (and in any event within twenty-one days) proceed to convene an extraordinary general meeting for a date not more than twenty-eight days after the date of the notice convening the meeting. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

16. All general meetings shall be held at the Premises or at such other suitable place as is near to the Premises and reasonably accessible to all members.

NOTICE OF GENERAL MEETINGS

17. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed -

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.

18. The notice shall specify the time and place of the meeting and, in the case of an annual general meeting, shall specify the meeting as such.

19. The notice shall also include or be accompanied by a statement and explanation of the general nature of the business to be transacted at the meeting.

20. Subject to the provisions of these articles, the notice shall be given to all the members and to the directors and auditors.

21. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

22. No business shall be transacted at any general meeting unless it was included in the notice convening the meeting in accordance with article 19.

23. No business shall be transacted at any general meeting unless a quorum is present. The quorum for the meeting shall be 20% of the members of the Company entitled to vote upon the business to be transacted, or two members of the Company so entitled (whichever is the greater) present in person or by proxy.

24. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.

25. The chairman, if any, of the board of directors or in that person's absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, that director shall be chairman.

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26. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman.

27. A director shall, notwithstanding that such a person is not a member, be entitled to attend, speak and propose (but, subject to article 33, not vote upon) a resolution at any general meeting of the Company.

28. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting if the adjournment had not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

29. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of, the result of the show of hands a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded -

- (a) by the chairman; or
- (b) by at least two members having the right to vote at the meeting; or
- (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

30. Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

31. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

32. A poll shall be taken as the chairman directs and the chairman may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote the chairman may have.

34. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs, not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

35. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

36. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which that member was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

37. On a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being themselves a member entitled to vote, shall have one vote and on a poll, each member shall have the number of votes determined in accordance with articles 38 to 40.

38. If there are no landlords under leases of the whole or any part of the Premises who are members of the Company, then one vote shall be available to be cast in respect of each flat in the Premises. The vote shall be cast

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by the member who is the qualifying tenant of the flat.

39. At any time at which there are any landlords under leases of the whole or any part of the Premises who are members of the Company, the votes available to be cast shall be determined as follows -

- (a) there shall first be allocated to each residential unit in the Premises the same number of votes as equals the total number of members of the Company who are landlords under leases of the whole or any part of the Premises. Landlords under a lease who are regarded as jointly being a member of the Company shall be counted as one member for this purpose;
- (b) if at any time the Premises includes any non-residential part, a total number of votes shall be allocated to that part as shall equal the total number of votes allocated to the residential units multiplied by a factor of A/B, where A is the total internal floor area of the non-residential parts and B is the total internal floor area of all the residential parts. Internal floor area shall be determined in accordance with paragraph 1(4) of Schedule 6 to the 2002 Act. Calculations of the internal floor area shall be measured in square metres, fractions of floor area of less than half a square metre shall be ignored and fractions of floor area in excess of half a square metre shall be counted as a whole square metre;
- (c) the votes allocated to each residential unit shall be entitled to be cast by the member who is the qualifying tenant of that unit, or if there is no member who is a qualifying tenant of the unit, by the member who is the immediate landlord;
- (d) the votes allocated to any non-residential part included in the Premises shall be entitled to be cast by the immediate landlord of that part, or where there is no lease of a non-residential part, by the freeholder. Where there is more than one such person, the total number of votes allocated to the non-residential part shall be divided between them in proportion to the internal floor area of their respective parts. Any resulting entitlement to a fraction of a vote shall be ignored;
- (e) if a residential unit is not subject to any lease, no votes shall be entitled to be cast in respect of it;
- (f) any person who is a landlord under a lease or leases of the whole or any part of the Premises and who is a member of the Company but is not otherwise entitled to any votes, shall be entitled to one vote.

40. In the case of any persons who are to be regarded as jointly being members of the Company, any such person may exercise the voting rights to which such members are jointly entitled, but where more than one such person tenders a vote, whether in person or by proxy, the vote of the senior shall be accepted to the exclusion of the votes of the others, and seniority shall be determined by the order in which the names of such persons appear in the register of members in respect of the flat or lease (as the case may be) in which they are interested.

41. The Company shall maintain a register showing the respective entitlements of each of its members to vote on a poll at any meeting of the Company.

42. Any objection to the qualification of any voter or to the computation of the number of votes to which that voter is entitled that is raised in due time at a meeting or adjourned meeting shall be referred to the chairman of the meeting, whose decision shall, for all purposes relating to that meeting or adjourned meeting, be final and conclusive. Subject to that, any dispute between any member and the Company or any other member, that arises out of the member's contract of membership and concerns the measurement of floor areas, shall be referred for determination by an independent chartered surveyor selected by agreement between the parties or, in default, by the President of the Royal Institution of Chartered Surveyors. Such independent chartered surveyor shall, in determining the measurements of the floor areas in question, act as an expert and not as an arbitrator and that person's decision shall be final and conclusive. The Company shall be responsible to such surveyor for payment of that person's fees and expenses, but the surveyor shall have the power, in that person's absolute discretion, to direct that some or all of such fees and expenses shall be reimbursed by the member(s) in question to the Company, in which event such monies shall be paid by the member(s) to the Company forthwith.

43. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by that member's receiver, curator bonis or other person, authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office, or at such other place as is specified in accordance with these articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

44. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.

45. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall

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be in the following form (or in a form as near to the following form as circumstances allow or in any other form which is usual or which the directors may approve) -

[Name of Company]

[Name of member(s)], of [address], being a member/members of the above-named company, hereby appoint [name] of [address], or failing him or her, [name] of [address], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary/ general meeting of the company to be held on [date], and at any adjournment of the meeting

Signed on [date]:

46. Where it is desired to afford members an opportunity of instructing the proxy how that person shall act, the instrument appointing a proxy shall be in the following form (or in a form as near to the following form as circumstances allow or in any other form which is usual or which the directors may approve) -

[Name of Company]

[Name of member(s)], of [address], being a member/members of the above-named company, hereby appoint [name] of [address], or failing him or her [name] of [address], as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary/ general meeting of the company, to be held on [date], and at any adjournment of the meeting.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1: [for] [against]

Resolution No. 2: [for] [against]

[Strike out whichever is not desired]

Unless otherwise instructed, the proxy may vote as that person thinks fit or abstain from voting.

Signed on [date]:

47. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may -

- (a) in the case of an instrument in writing, be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications -
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or

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- (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (a) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as mentioned in paragraph (a) or (b) after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (b) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited, delivered or received in a manner permitted by this article shall be invalid.

48. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

QUALIFICATION OF DIRECTORS

- 49. A director need not be a member of the Company.

NUMBER OF DIRECTORS

50. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two.

APPOINTMENT AND REMOVAL OF DIRECTORS

51. At the first annual general meeting, all of the directors shall retire from office, and at every subsequent annual general meeting one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office; but if there is only one director who is subject to retirement by rotation, that director shall retire.

52. Subject to the provisions of the Companies Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or who were last reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

53. If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy, the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.

54. A person other than a director retiring by rotation shall not be appointed or reappointed as a director at any general meeting unless -

- (a) that person is recommended by the directors; or
- (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if that person were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of their willingness to be appointed or reappointed.

55. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting, notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose that person at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if that person were

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so appointed or reappointed, be required to be included in the Company's register of directors.

56. Subject to articles 51 to 55, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy, or as an additional director and may also determine the rotation in which any additional directors are to retire.

57. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, that director shall vacate office at the conclusion thereof.

58. Subject to these articles, a director who retires at an annual general meeting may, if willing to act, be reappointed. If that person is not reappointed, they shall retain office until the meeting appoints someone in their place, or if it does not do so, until the end of the meeting.

ALTERNATE DIRECTORS

59. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by that person.

60. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which that person's appointor is a member, to attend and vote at any such meeting at which the director appointing that person is not personally present and generally to perform all the functions of the appointor as a director in their absence but shall not be entitled to receive any remuneration from the Company for service as an alternate director. It shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom unless that person has given to the Company an address to which notices may be sent using electronic communications.

61. An alternate director shall cease to be an alternate director if their appointor ceases to be a director. If a director retires but is reappointed or deemed to have been reappointed at the meeting at which that director retires, any appointment of an alternate director made by that person which was in force immediately prior to that person's retirement shall continue after that person's reappointment.

62. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.

63. Except where otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for their own acts and defaults and shall not be deemed to be the agent of the director appointing that person.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

64. The office of a director shall be vacated if-

- (a) the director ceases to be a director by virtue of any provision of the Companies Act or becomes prohibited by law from being a director; or
- (b) the director becomes bankrupt and shall continue to be disqualified from acting as a director whilst remaining undischarged from bankruptcy, or makes any arrangement or composition with the director's creditors generally; or
- (c) the director is, or may be, suffering from mental disorder and either -
 - (i) is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for the director's detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to the director's property or affairs; or
- (d) having been a member of the Company, the director ceases to be a member of the Company; or
- (e) the director resigns the office of director by notice to the Company; or
- (f) the director shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that the directors office be vacated.

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POWERS OF DIRECTORS

65. Subject to the provisions of the Companies Act, the memorandum and these articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the directors by these articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

66. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of the agents powers.

DELEGATION OF DIRECTORS' POWERS

67. The directors may delegate any of their powers to any committee consisting of one or more directors, members of the Company and others as they shall think fit. The majority of the members of any such committee from time to time shall be members of the Company. The directors may also delegate to any managing director, or any director holding any other executive office, such of their powers as they consider desirable to be exercised by that person. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

REMUNERATION OF DIRECTORS

68. Except with the consent of the Company in general meeting, the directors shall not be entitled to any remuneration. Any resolution giving such consent shall specify the amount of remuneration to be paid to the directors, and unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' EXPENSES

69. The directors may be paid all expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings of the Company or otherwise in connection with the discharge of their duties.

DIRECTORS' APPOINTMENTS AND INTERESTS

70. Subject to the provisions of the Companies Act, and provided that the terms of any such appointment, agreement or arrangement have been approved in advance by the Company, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for that person's employment by the Company or for the provision by that person of any services outside the scope of the ordinary duties of a director. Any appointment of a director to an executive office shall terminate if that director ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.

71. Subject to the provisions of the Companies Act, and provided that the person has disclosed to the directors the nature and extent of any material interest of that person, a director notwithstanding their office -

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested; and
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) shall not, by reason of their office, be accountable to the Company for any benefit derived from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

72. For the purposes of article 71-

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- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect that person to have knowledge shall not be treated as an interest of that director.

DIRECTORS' GRATUITIES AND PENSIONS

73. The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company, and for any member of that person's family (including a spouse and a former spouse) or any person who is or was dependent on that person, and may (as well before as after ceasing to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

PROCEEDINGS OF DIRECTORS

74. Subject to the provisions of these articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom unless that person has given to the Company an address to which notices may be sent using electronic communications. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of that person's appointor to a separate vote on behalf of that person's appointor in addition to their own vote.

75. The quorum for the transaction of the business of the directors may be fixed by the directors and, unless so fixed at any other greater number, shall be the greater of 50% of the number of appointed directors for the time being, or two. A person who holds office only as an alternate director shall, if that person's appointor is not present, be counted in the quorum. A person who holds office both as a director and as an alternate director shall only be counted once in the quorum.

76. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing director may act only for the purpose of filling vacancies or of calling a general meeting.

77. The directors may appoint one of their number to be the chairperson of the board of directors and may at any time remove that person from that office. Unless unwilling to do so, the director so appointed shall preside at every meeting of directors at which that person is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

78. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

79. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by that person's appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

80. A director who is not a member of the Company shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which that person has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. For the purposes of this article, an interest of a person who is, for any purpose of the Companies Act, connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of that person's appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which that director is not entitled to vote.

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81. A director who is a member of the Company may vote at any meeting of directors or of any committee of directors of which that person is a member notwithstanding that it in any way concerns or relates to a matter in which that person has any interest whatsoever, directly or indirectly, and if the director votes on such a resolution, that person's vote shall be counted; and, in relation to any such resolution, the director shall (whether or not they vote on it) be taken into account in calculating the quorum present at the meeting.

82. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairperson of the meeting and the chairperson's ruling in relation to any director other than the chairperson shall be final and conclusive.

SECRETARY

83. Subject to the provisions of the Companies Act, the secretary shall be appointed by the directors for such terms, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. The secretary may resign from office at any time by giving notice in writing to the Company.

MINUTES

84. The directors shall cause minutes to be made in books kept for the purpose -
- (a) of all appointments of officers made by the directors; and
 - (b) of all proceedings at meetings of the Company, of members and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

NO DISTRIBUTION OF PROFITS

85. Except in the case of a winding up, the Company shall not make any distribution to its members of its profits or assets, whether in cash or otherwise.

WINDING UP

86. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Companies Act, divide among the members the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like sanction, determines but no member shall be compelled to accept any asset upon which there is a liability.

INSPECTION AND COPYING OF BOOKS AND RECORDS

87. In addition to, and without derogation from, any right conferred by statute, any member shall have the right, on reasonable notice, at such time and place as shall be convenient to the Company, to inspect, and to be provided with a copy of, any book, minute, document or accounting record of the Company, upon payment of any reasonable charge for copying. Such rights shall be subject to any resolution of the Company in general meeting, and, in the case of any book, minute, document or accounting record which the directors reasonably consider contains confidential material, the disclosure of which would be contrary to the interests of the Company, to the exclusion or excision of such confidential material (the fact of such exclusion or excision being disclosed to the member), and to any other reasonable conditions that the directors may impose.

NOTICES

88. Any notice to be given to or by any person pursuant to these articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the directors need not be in writing or given using electronic communications if there is insufficient time to give such notice having regard to the urgency of the business to be conducted at the meeting.

89. The Company may give any notice to a member either personally or by sending it by first class post in a prepaid envelope addressed to the member at the member's registered address or by leaving it at that address or by giving it using electronic communications in accordance with any of the methods described in subsections (4A) - (4D) of section 369 of the Companies Act. A member whose registered address is not within the United Kingdom

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and who gives to the Company an address within the United Kingdom at which notices may be given to that member, or an address to which notices may be sent by electronic communications, shall be entitled to have notices given to them at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

90. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

91. Proof that an envelope containing a notice was properly addressed, prepaid and posted by first class post shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

92. A notice sent by first class post shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. A notice contained in an electronic communication sent in accordance with section 369(4A) of the Companies Act shall be deemed to be given at the expiration of 48 hours after the time it was sent. A notice contained in an electronic communication given in accordance with section 369(4B) of the Companies Act shall be deemed to be given when treated as having been so given in accordance with that subsection.

INDEMNITY

93. Subject to the provisions of the Companies Act, and in particular section 310 of that Act -

- (a) without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any losses or liabilities which that person may sustain or incur in or about, or otherwise in relation to, the execution of the duties of that person's office, including any liability incurred by that person in defending any proceedings, whether civil or criminal, in which judgment is given in that person's favour or in which that person is acquitted or in connection with any application in which relief is granted to that person by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company; and
- (b) no director or other officer shall be liable for any loss, damage or other misfortune which may happen to or be incurred by the Company in, or in relation to, the execution of the duties of that persons office.

94. The directors shall have power to purchase and maintain for any director, officer or auditor of the Company, insurance against any such liability as is referred to in section 310(1) of the Companies Act.

RULES OR BYE-LAWS

95. The directors may from time to time make such rules or bye-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company. Any such rules or bye-laws shall not be inconsistent with the Memorandum and these articles and may, in particular (but without prejudice to the generality of the directors' powers), regulate -

- (a) the conduct of the members of the Company in relation to one another and to the Company and the Company's servants;
- (b) the procedure at general meetings and meetings of the directors and committees of the directors of the Company in so far as such procedure is not regulated by these articles.

96. The Company in general meeting shall have power to alter, repeal or add to any such rules or bye-laws and the directors shall adopt such means as they deem sufficient to bring to the notice of the members of the Company any such rules or bye-laws, which so long as they shall be in force, shall be binding on all members of the Company.

[Complete the following in respect of each member:]

Name:

.....

Address:

.....

Signature:

.....

Witness:

.....

Name of Witness:

.....

Address of Witness:

.....

Date:

.....

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SCHEDULE 2

Regulation 2

MEMORANDUM AND ARTICLES OF ASSOCIATION OF RTM COMPANIES

PART 1

MEMORANDUM OF ASSOCIATION

MEMORANDWM CYMDEITHASU : MEMORANDUM OF ASSOCIATION

DEDDFAU CWMNIAU 1985 A 1989

CWMNI CYFYNGEDIG DRWY WARANT SYDD HEB GYFALAF CYFRANNAU

MEMORANDWM CYMDEITHASU

ENW

[CWMNI RTM CYFYNGEDIG] [RTM COMPANY LIMITED]

1. Enw'r cwmni yw [enw] [Cwmni RTM Cyfyngedig] [RTM Company Limited] (y "Cwmni").
2. Lleolir swyddfa gofrestredig y Cwmni yng Nghymru(a).
3. Yr amcanion dros sefydlu'r Cwmni yw caffael ac arfer yn unol â Deddf Cyfunddaliad a Diwygio Cyfraith Lesddaliad 2002 ("Deddf 2002") yr hawl i reoli'r fangre a elwir [enw a chyfeiriad] ("y Fangre"). Ni chaiff yr amcanion hyn eu dehongli'n gyfyng ond rhoddir y dehongliad changaf iddynt.
4. Er mwyn hyrwyddo'r amcanion, ond nid fel arall, bydd gan y Cwmni y pŵer i wneud popeth a gaiff ei awdurdodi neu sy'n ofynnol ei wneud gan gwmi RTM drwy ac o dan Ddeddf 2002, ac yn benodol (ond heb raddirymu grym cyffredinol yr uchod) -
 - (a) paratoi, gwneud, bwrw ymlaen â hawliad i gaffael yr hawl i reoli'r Fangre neu ei dynnu'n ôl;
 - (b) arfer swyddogaethau rheoli o dan lesoedd o'r cyfan neu unrhyw ran o'r Fangre yn unol ag adrannau 96 a 97 o Ddeddf 2002;
 - (c) arfer swyddogaethau mewn perthynas â rhoi cymradwyaethau o dan lesoedd hir o'r cyfan neu unrhyw ran o'r Fangre yn unol ag adrannau 98 a 99 o Ddeddf 2002;
 - (ch) yn unol ag adrannau 100 a 101 o Ddeddf 2002, monitro, cadw golwg, adrodd i'r landlord, a sicrhau neu orfodi unrhyw berson i gyflawni telerau unrhyw gyfamod, ymgymeriad, dyletswydd neu ymrwymiad sy'n gysylltiedig mewn unrhyw fodd â'r Fangre neu'n effeithio arni neu unrhyw rai o'i meddianwyr;
 - (d) negodi a gwneud ceisiadau i amrywio lesoedd yn unol â Rhan 4 o Deddf Landlord a Tenant 1987 ("Deddf 1987");
 - (dd) gwneud y pethau eraill hynny a chyflawni'r swyddogaethau eraill hynny mewn perthynas â'r Fangre neu unrhyw lesoedd o'r cyfan neu unrhyw rhan o'r Fangre y gellir cytuno amynt o dro i dro gyda'r landlord neu'r landlordiaid neu unrhyw bartion eraill i'r les, yn ôl y digwydd;
 - (e) darparu a chynnal gwasanaethau ac amwynderau o bob disgrifiad mewn perthynas â'r Fangre; cynnal, trwsio, adnewyddu, ailaddurno, ailbeintio a glanhau'r Fangre; a thrin y tir, cynnal y tir, tirlunio a phlannu unrhyw dir, gerddi ac eiddo sy'n rhan o'r Fangre;
 - (f) ymrwymo mewn contractau ag adeiladwyr, addurnwyr, glanhawyr, tenantiaid, contractwyr, garddwyr, neu unrhyw berson arall; ymgynghori a chadw gwasanaeth unrhyw gynghorwyr proffesiynol a chyflogi unrhyw staff ac asiantwyr rheoli neu asiantwyr eraill; a thalu, gwobrwyo neu roi cydnabyddiaeth mewn unrhyw berson i unrhyw berson sy'n cyflenwi nwyddau neu wasanaethau i'r Cwmni;
 - (ff) gwneud unrhyw gytundebau priodol neu ganlyniadol neu drefniadau er mwyn i'r hawl i reoli'r Fangre beidio â bod yn arferadwy gan y Cwmni;

(a) Gweler y Ddeddf Gwmniau 1985 adrannau 2(1) a (2) a 710B

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- (g) dyroddi a derbyn unrhyw hysbysiad, gwrth-hysbysiad, caniatâd neu gyfathrebiad arall a gohebu ynghylch y Fangre neu'r hyn sy'n effeithio arni mewn unrhyw fodd, rheoli'r Fangre, meddianwyr y Fangre, y Cwmni, unrhyw un o'i weithgareddau, neu unrhyw un o'i aelodau;
- (ng) cychwyn, bwrw ymlaen, amddiffyn neu gymryd rhan mewn unrhyw gais i unrhyw lys neu dribiwnlys o unrhyw ddisgrifiad neu mewn unrhyw achos arall ger eu bron;
- (h) yswirio'r Fangre neu unrhyw eiddo arall y Cwmni neu eiddo y mae ganddo fuddiant ynddo rhag difrod neu ddistryw a'r risgiau eraill hynny y gellir eu hystyried sy'n angenrheidiol, yn briodol neu'n ddymunol ac i yswirio'r Cwmni a'i gyfarwyddwyr, swyddogion neu archwilwyr rhag atebolrwydd cyhoeddus ac unrhyw risgiau eraill y gall ystyried ei bod yn ddoeth neu'n ddymunol i yswirio rhagddynt;
- (i) casglu neu dderbyn arian oddi wrth unrhyw berson oherwydd taliadau gwasanaeth, taliadau gweinyddol a thaliadau eraill mewn perthynas â'r Fangre a phan fydd hynny'n ofynnol yn ôl y gyfraith, dal, buddsoddi a thrafod yr arian yn unol â darpariaethau Ddeddf 1987 ac unrhyw reoliadau neu orchymyn a wneir o dan y Ddeddf honno o dro i dro;
- (j) sefydlu, gwneud a gweithredu unrhyw ymddiriedolaethau y gellir yn gyfreithiol, neu sy'n ofynnol yn ôl y gyfraith, eu sefydlu, eu gwneud neu eu gweithredu gan y Cwmni;
- (l) sefydlu a chynnal cronfeydd cyfalaf wrth gefn, cronfeydd rheoli ac unrhyw ffurf ar gronfa ad-dalu er mwyn talu, neu gyfrannu tuag at, holl ffioedd, costau, a threuliau eraill a dynnwyd wrth weithredu amcanion y Cwmni;
- (ll) buddsoddi unrhyw arian sydd gan y Cwmni yn y Deyrnas Unedig drwy ei adneuo gyda llog gydag unrhyw sefydliad ariannol lle gellir dal cronfa ymddiriedolaeth o gyfraniadau taliadau gwasanaeth yn unol â Deddf 1987; neu ei fuddsoddi mewn modd arall (gan gynnwys prynu gwarannau a buddsoddiadau eraill) y bydd y Cwmni yn ei awdurdodi o dro i dro mewn cyfarfod cyffredinol; a dal, gwerthu neu waredu fel arall unrhyw fuddsoddiadau o'r fath;
- (m) yn ddarostyngedig i unrhyw gyfyngiadau neu amodau a roddir gan y Cwmni mewn cyfarfod cyffredinol o dro i dro, benthyg arian a rhoi arian blaenswm neu roi credyd ar unrhyw delerau, gyda sicrwydd neu hebddo i unrhyw berson; ymrwymo mewn gwarantau, contractau indemnio a meichiau o bob math; derbyn arian ar adnau neu ar fenthyg ar unrhyw delerau; a diogelu neu warantu mewn unrhyw fodd ac ar unrhyw delerau daliad unrhyw swm o arian neu gyflawni unrhyw ymrwymiad gan unrhyw berson;
- (n) yn ddarostyngedig i unrhyw gyfyngiadau neu amodau a roddir gan y Cwmni mewn cyfarfod cyffredinol o dro i dro, benthyg a chodi arian mewn unrhyw fodd a diogelu ad-daliad unrhyw arian a fenthycwyd neu a godwyd neu sy'n ddyledus drwy forgais, arwystl, sicrwydd safonol, hawlrwym neu sicrwydd arall ar y cyfan neu ar ran o eiddo neu asedau'r Cwmni (boed yn y presennol neu'r dyfodol) a hefyd drwy forgais, arwystl, sicrwydd safonol, hawlrwym neu sicrwydd cyffelyb i ddiogelu a gwarantu bod y Cwmni yn cyflawni unrhyw ymrwymiad neu atebolrwydd y gall ymgymryd ag ef neu a all ei rwymo;
- (o) gweithredu cyfrifon banc a thynnu, gwneud, derbyn, ardystio, rhoi disgownt, negodi, gweithredu a dyroddi sicciau, nodau cyfnewid, nodau addewidiol, dyleddebau ac offerynnau negodi neu drosglwyddadwy eraill;
- (p) talu'r cyfan neu rai o'r treuliau a dynnwyd mewn cysylltiad â hybu, ffurfio ac ymgorffori'r Cwmni, neu gontractio ag unrhyw berson i dalu'r treuliau hynny;
- (ph) gyda chaniatâd y Cwmni mewn cyfarfod cyffredinol, rhoi neu ddyfarnu pensiynau, blwydd-daliadau, arian rhodd, a phensiynau ymddeol neu lwfansau neu fudd-daliadau eraill neu gymorth elusennol ac yn gyffredinol darparu manteision, cyfleusterau a gwasanaethau ar gyfer unrhyw un sydd neu a fu yn gyfarwyddwyr y Cwmni, neu a gyflogwyd ganddo, neu sydd yn gwasanaethu neu wedi gwasanaethu'r Cwmni ac i briod, gweddw, plant a pherthnasau eraill a dibynyddion y bobl hynny; talu ar gyfer yswiriant; a llunio, sefydlu, cefnogi a chynnal pensiynau ymddeol a chronfeydd eraill neu gynlluniau (boed yn gyfrannol neu'n anghyfrannol) er budd unrhyw un o'r fath ac i briod, gweddw, plant a pherthnasau a dibynyddion eraill y bobl hynny;
- (r) monitro a phenderfynu at ddibenion pleidleisio, neu at unrhyw ddiben arall, ddimensiynau ffisegol y Fangre ac unrhyw ran neu rannau o'r Fangre a chymryd neu sicrhau unrhyw fesuriadau priodol;
- (rh) ymrwymo mewn unrhyw gytundebau neu drefniadau gydag unrhyw lywodraeth neu awdurdod (canolog, trefol, lleol, neu fel arall) a all ymddangos yn ffafriol er mwyn cyflawni amcanion y Cwmni, a sicrhau gan lywodraeth neu awdurdod o'r fath unrhyw siarteri, archddyfarniadau, hawliau, breintiau neu ildiadau y gall y Cwmni ystyried eu bod yn ddymunol, a chyflawni, arfer, a chydymffurfio ag unrhyw siarteri, archddyfarniadau, hawliau, breintiau neu ildiadau o'r fath;
- (s) gwneud yr holl bethau a bennir am y tro gan erthyglau cymdeithasu'r Cwmni;
- (t) gwneud neu sicrhau neu drefnu gwneud y cyfan neu unrhyw rai o'r materion a grybwyllir uchod yn unrhyw rhan o'r byd a naill ai fel penaethiaid, asiantwyr, contractwyr neu fel arall, a chan neu drwy asiantwyr,

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- broceriaid, is-gontractwyr neu fel arall a naill ai wrth ei hunan neu mewn cysylltiad ag eraill; ac
- (th) gwneud yr holl bethau cyfreithlon eraill hynny a all fod yn gysylltiedig ag ymgyrch amcanion neu gyflawniad amcanion y Cwmni neu'n ffafriol iddo.
5. Defnyddir incwm y Cwmni, o ba le bynnag y deillia, yn unig er mwyn hybu amcanion y Cwmni, ac eithrio pan gaiff y Cwmni ei ddirwyn i ben, ni ddosrennir i'w aelodau mewn arian neu fel arall.
6. Mae atebolrwydd yr aelodau yn gyfyngedig.
7. Mae pob aelod o'r Cwmni yn ymrwmo i gyfrannu y swm sy'n ofynnol, heb fod yn fwy na £1, at asedau'r Cwmni os caiff y Cwmni ei ddirwyn i ben tra bydd yn aelod, neu o fewn blwyddyn ar ôl iddo beidio â bod yn aelod, ar gyfer talu dyledion a rhwymedigaethau'r Cwmni a gontractiwyd cyn iddo beidio â bod yn aelod, a chostau, taliadau, a threuliau dirwyn y Cwmni i ben, ac ar gyfer addasu hawliau'r cyfranwyr ymysg ei gilydd.
8. Os bydd, pan gaiff y Cwmni ei ddirwyn i ben, unrhyw arian dros ben ar ôl bodloni ei holl ddyledion a rhwymedigaethau, telir neu dyrennir yr arian dros ben ymysg aelodau'r Cwmni.
9. Yn y Memorandwm hwn, mae cyfeiriad at Ddeddf yn cynnwys unrhyw addasiad statudol neu ailddeddfiad o'r Ddeddf sydd am y tro mewn grym.

Yr ydym ni sy'n danysgrifwyr i'r memorandwm cymdeithasu hwn yn dymuno cael ein ffurfio'n gwmni yn unol â'r memorandwm hwn.

Enwau a chyfeiriadau'r tanysgrifwyr:

Dyddiedig:

Tyst i'r llofnodion uchod:

Enw'r tyst:

Cyfeiriad y tyst:

PART 2

ARTICLES OF ASSOCIATION

MEMORANDWM CYMDEITHASU : MEMORANDUM OF ASSOCIATION

DEDDFAU CWMNIAU 1985 A 1989

CWMNI CYFYNGEDIG DRWY WARANT SYDD HEB GYFALAF CYFRANNAU

MEMORANDWM CYMDEITHASU

ENW

[CWMNI RTM CYFYNGEDIG] [RTM COMPANY LIMITED]

1. Enw'r cwmni yw [enw] [Cwmni RTM Cyfyngedig] [RTM Company Limited] (y "Cwmni").
2. Lleolir swyddfa gofrestredig y Cwmni yng Nghymru(a).
3. Yr amcanion dros sefydlu'r Cwmni yw caffael ac arfer yn unol â Deddf Cyfunddaliad a Diwygio Cyfraith Lesddaliad 2002 ("Deddf 2002") yr hawl i reoli'r fangre a elwir [enw a chyfeiriad] ("y Fangre"). Ni chaiff yr amcanion hyn eu dehongli'n gyfyng ond rhoddir y dehongliad changaf iddynt.
4. Er mwyn hyrwyddo'r amcanion, ond nid fel arall, bydd gan y Cwmni y pŵer i wneud popeth a gaiff ei awdurdodi neu sy'n ofynnol ei wneud gan gwmni RTM drwy ac o dan Ddeddf 2002, ac yn benodol (ond heb rannu'r grym cyffredinol yr uchod) -
 - (a) paratoi, gwneud, bwrw ymlaen â hawliad i gaffael yr hawl i reoli'r Fangre neu ei dynnu'n ôl;
 - (b) arfer swyddogaethau rheoli o dan lesioedd o'r cyfan neu unrhyw ran o'r Fangre yn unol ag adrannau 96 a 97 o Ddeddf 2002;
 - (c) arfer swyddogaethau mewn perthynas â rhoi cymeradwyaethau o dan lesioedd hir o'r cyfan neu unrhyw ran o'r Fangre yn unol ag adrannau 98 a 99 o Ddeddf 2002;
 - (ch) yn unol ag adrannau 100 a 101 o Ddeddf 2002, monitro, cadw golwg, adrodd i'r landlord, a sicrhau neu orfodi unrhyw berson i gyflawni telerau unrhyw gyfamod, ymgymeriad, dyletswydd neu ymrwymiad sy'n gysylltiedig mewn unrhyw fodd â'r Fangre neu'n effeithio arni neu unrhyw rai o'i meddianwyr;
 - (d) negodi a gwneud ceisiadau i amrywio lesioedd yn unol â Rhan 4 o Deddf Landlord a Tenant 1987 ("Deddf 1987");
 - (dd) gwneud y pethau eraill hynny a chyflawni'r swyddogaethau eraill hynny mewn perthynas â'r Fangre neu unrhyw lesioedd o'r cyfan neu unrhyw rhan o'r Fangre y gellir cytuno amynt o dro i dro gyda'r landlord neu'r landlordiaid neu unrhyw bartion eraill i'r les, yn ôl y digwydd;
 - (e) darparu a chynnal gwasanaethau ac amwynderau o bob disgrifiad mewn perthynas â'r Fangre; cynnal, trwsio, adnewyddu, ailaddurno, ailbeintio a glanhau'r Fangre; a thrin y tir, cynnal y tir, tirlunio a phlannu unrhyw dir, gerddi ac eiddo sy'n rhan o'r Fangre;
 - (f) ymrwymo mewn contractau ag adeiladwyr, addurnwyr, glanhawyr, tenantiaid, contractwyr, garddwyr, neu unrhyw berson arall; ymgynghori a chadw gwasanaeth unrhyw gynghorwyr proffesiynol a chyflogi unrhyw staff ac asiantwyr rheoli neu asiantwyr eraill; a thalu, gwobrwyo neu roi cydnabyddiaeth mewn unrhyw fodd i unrhyw berson sy'n cyflenwi nwyddau neu wasanaethau i'r Cwmni;
 - (ff) gwneud unrhyw gytundebau priodol neu ganlyniadol neu drefniadau er mwyn i'r hawl i reoli'r Fangre beidio â bod yn arferadwy gan y Cwmni;

(a) Gweler y Ddeddf Gwmniau 1985 adrannau 2(1) a (2) a 710B

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- (g) dyroddi a derbyn unrhyw hysbysiad, gwrth-hysbysiad, caniatâd neu gyfathrebiad arall a gohebu ynghylch y Fangre neu'r hyn sy'n effeithio arni mewn unrhyw fodd, rheoli'r Fangre, meddianwyr y Fangre, y Cwmni, unrhyw un o'i weithgareddau, neu unrhyw un o'i aelodau;
- (ng) cychwyn, bwrw ymlaen, amddiffyn neu gymryd rhan mewn unrhyw gais i unrhyw lys neu driwlynys o unrhyw ddisgrifiad neu mewn unrhyw achos arall ger eu bron;
- (h) yswirio'r Fangre neu unrhyw eiddo arall y Cwmni neu eiddo y mae ganddo fuddiant ynddo rhag difrod neu ddistryw a'r risgiau eraill hynny y gellir eu hystyried sy'n angenrheidiol, yn briodol neu'n ddymunol ac i yswirio'r Cwmni a'i gyfarwyddwyr, swyddogion neu archwilwyr rhag atebolrwydd cyhoeddus ac unrhyw risgiau eraill y gall ystyried ei bod yn ddoeth neu'n ddymunol i yswirio rhagddynt;
- (i) casglu neu dderbyn arian oddi wrth unrhyw berson oherwydd taliadau gwasanaeth, taliadau gweinyddol a thaliadau eraill mewn perthynas â'r Fangre a phan fydd hynny'n ofynnol yn ôl y gyfraith, dal, buddsoddi a thrafod yr arian yn unol â darpariaethau Ddeddf 1987 ac unrhyw reoliadau neu orchymyn a wneir o dan y Ddeddf honno o dro i dro;
- (j) sefydlu, gwneud a gweithredu unrhyw ymddiriedolaethau y gellir yn gyfreithiol, neu sy'n ofynnol yn ôl y gyfraith, eu sefydlu, eu gwneud neu eu gweithredu gan y Cwmni;
- (l) sefydlu a chynnal cronfeydd cyfalaf wrth gefn, cronfeydd rheoli ac unrhyw ffurf ar gronfa ad-dalu er mwyn talu, neu gyfrannu tuag at, holl ffioedd, costau, a threuliau eraill a dynnwyd wrth weithredu amcanion y Cwmni;
- (ll) buddsoddi unrhyw arian sydd gan y Cwmni yn y Deyrnas Unedig drwy ei adneuo gyda llog gydag unrhyw sefydliad ariannol lle gellir dal cronfa ymddiriedolaeth o gyfraniadau taliadau gwasanaeth yn unol â Deddf 1987; neu ei fuddsoddi mewn modd arall (gan gynnwys prynu gwarannau a buddsoddiadau eraill) y bydd y Cwmni yn ei awdurdodi o dro i dro mewn cyfarfod cyffredinol; a dal, gwerthu neu waredu fel arall unrhyw fuddsoddiadau o'r fath;
- (m) yn ddarostyngedig i unrhyw gyfyngiadau neu amodau a roddir gan y Cwmni mewn cyfarfod cyffredinol o dro i dro, benthg arian a rhoi arian blaenswm neu roi credyd ar unrhyw delerau, gyda sicrwydd neu hebddo i unrhyw berson; ymrwmo mewn gwarantau, contractau indemnio a meichiau o bob math; derbyn arian ar adnau neu ar fenthg ar unrhyw delerau; a diogelu neu warantu mewn unrhyw fodd ac ar unrhyw delerau daliad unrhyw swm o arian neu gyflawni unrhyw ymrwymiad gan unrhyw berson;
- (n) yn ddarostyngedig i unrhyw gyfyngiadau neu amodau a roddir gan y Cwmni mewn cyfarfod cyffredinol o dro i dro, benthg a chodi arian mewn unrhyw fodd a diogelu ad-daliad unrhyw arian a fenthgwyd neu a godwyd neu sy'n ddyledus drwy forgais, arwystl, sicrwydd safonol, hawlrwym neu sicrwydd arall ar y cyfan neu ar ran o eiddo neu asedau'r Cwmni (boed yn y presennol neu'r dyfodol) a hefyd drwy forgais, arwystl, sicrwydd safonol, hawlrwym neu sicrwydd cyffelyb i ddiogelu a gwarantu bod y Cwmni yn cyflawni unrhyw ymrwymiad neu atebolrwydd y gall ymgymryd ag ef neu a all ei rwymo;
- (o) gweithredu cyfrifon banc a thynnu, gwneud, derbyn, ardystio, rhoi disgownt, negodi, gweithredu a dyroddi sicciau, nodau cyfnewid, nodau addewidiol, dyledebau ac offerynnau negodi neu drosglwyddadwy eraill;
- (p) talu'r cyfan neu rai o'r treuliau a dynnwyd mewn cysylltiad â hybu, ffurfio ac ymgorffori'r Cwmni, neu gcontractio ag unrhyw berson i dalu'r treuliau hynny;
- (ph) gyda chaniatâd y Cwmni mewn cyfarfod cyffredinol, rhoi neu ddyfarnu pensiynau, blwydd-daliadau, arian rhodd, a phensiynau ymddeol neu lwfansau neu fudd-daliadau eraill neu gymorth elusennol ac yn gyffredinol darparu manteision, cyfleusterau a gwasanaethau ar gyfer unrhyw un sydd neu a fu yn gyfarwyddwyr y Cwmni, neu a gyflogwyd ganddo, neu sydd yn gwasanaethu neu wedi gwasanaethu'r Cwmni ac i briod, gweddw, plant a pherthnasau eraill a dibynyddion y bobl hynny; talu ar gyfer yswiriant; a llunio, sefydlu, cefnogi a chynnal pensiynau ymddeol a chronfeydd eraill neu gynlluniau (boed yn gyfrannol neu'n anghyfrannol) er budd unrhyw un o'r fath ac i briod, gweddw, plant a pherthnasau a dibynyddion eraill y bobl hynny;
- (r) monitro a phenderfynu at ddibenion pleidleisio, neu at unrhyw ddiben arall, ddimensiynau ffisegol y Fangre ac unrhyw ran neu rannau o'r Fangre a chymryd neu sicrhau unrhyw fesuriadau priodol;
- (rh) ymrwmo mewn unrhyw gytundebau neu drefniadau gydag unrhyw lywodraeth neu awdurdod (canolog, trefol, lleol, neu fel arall) a all ymddangos yn ffafriol er mwyn cyflawni amcanion y Cwmni, a sicrhau gan lywodraeth neu awdurdod o'r fath unrhyw siarteri, archddyfarniadau, hawliau, breintiau neu ildiadau y gall y Cwmni ystyried eu bod yn ddymunol, a chyflawni, arfer, a chydymffurfio ag unrhyw siarteri, archddyfarniadau, hawliau, breintiau neu ildiadau o'r fath;
- (s) gwneud yr holl bethau a bennir am y tro gan erthyglau cymdeithasu'r Cwmni;
- (t) gwneud neu sicrhau neu drefnu gwneud y cyfan neu unrhyw rai o'r materion a grybwyllir uchod yn unrhyw rhan o'r byd a naill ai fel penaethiaid, asiantwyr, contractwyr neu fel arall, a chan neu drwy asiantwyr,

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- broceriaid, is-gontractwyr neu fel arall a naill ai wrth ei hunan neu mewn cysylltiad ag eraill; ac
- (th) gwneud yr holl bethau cyfreithlon eraill hynny a all fod yn gysylltiedig ag ymgyrch amcanion neu gyflawniad amcanion y Cwmni neu'n ffafriol iddo.
5. Defnyddir incwm y Cwmni, o ba le bynnag y deillia, yn unig er mwyn hybu amcanion y Cwmni, ac eithrio pan gaiff y Cwmni ei ddirwyn i ben, ni ddosrennir i'w aelodau mewn arian neu fel arall.
6. Mae atebolrwydd yr aelodau yn gyfyngedig.
7. Mae pob aelod o'r Cwmni yn ymrwmo i gyfrannu y swm sy'n ofynnol, heb fod yn fwy na £1, at asedau'r Cwmni os caiff y Cwmni ei ddirwyn i ben tra bydd yn aelod, neu o fewn blwyddyn ar ôl iddo beidio â bod yn aelod, ar gyfer talu dyledion a rhwymedigaethau'r Cwmni a gontractiwyd cyn iddo beidio â bod yn aelod, a chostau, taliadau, a threuliau dirwyn y Cwmni i ben, ac ar gyfer addasu hawliau'r cyfranwyr ymysg ei gilydd.
8. Os bydd, pan gaiff y Cwmni ei ddirwyn i ben, unrhyw arian dros ben ar ôl bodloni ei holl ddyledion a rhwymedigaethau, telir neu dyrennir yr arian dros ben ymysg aelodau'r Cwmni.
9. Yn y Memorandwm hwn, mae cyfeiriad at Ddeddf yn cynnwys unrhyw addasiad statudol neu ailddeddfiad o'r Ddeddf sydd am y tro mewn grym.

Yr ydym ni sy'n danysgrifwyr i'r memorandwm cymdeithasu hwn yn dymuno cael ein ffurfio'n gwmni yn unol â'r memorandwm hwn.

Enwau a chyfeiriadau'r tanysgrifwyr:

Dyddiedig:

Tyst i'r llofnodion uchod:

Enw'r tyst:

Cyfeiriad y tyst:

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DEDDFAU CWMNIAU 1985 A 1989
CWMNI CYFYNGEDIG DRWY WARANT SYDD HEB GYFALAF CYFRANNAU

ERTHYGLAU CYMDEITHASU

[ENW]

[CWMNI RTM CYFYNGEDIG] [RTM COMPANY LIMITED]

DEHONGLI

1. Yn yr erthyglau hyn -

mae i "cyfathrebiad" a "cyfathrebiad electronig" yr ystyron sydd i "communication" ac "electronic communication" yn Neddf Cyfathrebu Electronig 2000(a);

mae "cyfeiriad" ("address"), mewn perthynas â chyfathrebu electronig, yn cynnwys unrhyw rif neu gyfeiriad a ddefnyddir at ddibenion cyfathrebu o'r fath;

ystyr y "Cwmni" ("the Company") yw [enw] [Cwmni RTM Cyfyngedig] [RTM Company Limited];

ystyr "Deddf 2002" ("the 2002 Act") yw Deddf Cyfundaliad a Diwygio Cyfraith Lesdaliad 2002;

ystyr "dyddiau clir" ("clear days"), mewn perthynas â chyfnod hysbysiad, yw'r cyfnod heb gynnwys y diwrnod y rhoddir yr hysbysiad neu y bennir iddo gael ei roi a'r diwrnod y rhoddir ef ar ei gyfer neu'r diwrnod pan fydd yn effeithiol;

ystyr "landlord uniongyrchol" ("immediate landlord"), mewn perthynas ag uned yn y Fangre, yw -

(a) os yw'r uned yn ddarostyngedig i les, y person sydd yn landlord o dan y les; neu

(b) os yw'r uned yn ddarostyngedig i un neu fwy o lesodded, y landlord o dan ba un bynnag o'r lesodded sy'n israddol i'r lleill;

ystyr "swyddfa gofrestredig" ("registered office") yw swyddfa gofrestredig y Cwmni;

ystyr "uned breswyl" ("residential unit") yw fflat neu unrhyw fangre arall ar wahân a godwyd neu a addaswyd at ddibenion annedd;

ystyr "y Ddeddf Cwmnïau" ("the Companies Act") yw Deddf Cwmnïau 1985(b);

ystyr "y Fangre" ("the Premises") yw [enw a chyfeiriad]; ac

ystyr "ysgrifennydd" ("secretary") yw ysgrifennydd y Cwmni neu unrhyw berson arall a benodwyd i gyflawni dyletswyddau ysgrifennydd y Cwmni, gan gynnwys cyd-ysgrifennydd, ysgrifennydd cynorthwyol neu ddirprwy ysgrifennydd.

2. Onid yw'r cyd-destun yn mynnu fel arall, mae i eiriau ac ymadroddion a geir yn yr erthyglau hyn yr un ystyr ag sydd iddynt yn y Ddeddf Cwmnïau.

3. Yn yr erthyglau hyn, mae cyfeiriad at Ddeddf yn cynnwys unrhyw addasiad statudol neu ailddeddfiad o'r Ddeddf sydd am y tro mewn grym.

(a) 2000 p.7. *Gweler* adran 15 o'r Ddeddf honno.

(a) 1985 p.6.

AELODAU

4. Yn ddarostyngedig i'r erthyglau canlynol, y tanysgrifwyr i Femorandwm Cymdeithasu'r Cwmni, a'r personau eraill hynny a gaiff eu derbyn yn aelodau yn unol â'r erthyglau hyn fydd aelodau'r Cwmni. Ni ellir trosglwyddo aelodaeth o'r Cwmni.

5. Ni chaiff neb ei dderbyn yn aelod o'r Cwmni onid yw'r person hwnnw, boed ar ei ben ei hun neu ar y cyd ag eraill -

- (a) yn denant cymwys o fflat sydd yn y Fangre a bennir yn adran 75 o Ddeddf 2002; neu
- (b) o'r dyddiad pan fydd y Cwmni'n caffael yr hawl i reoli'r Fangre yn unol â Deddf 2002, yn landlord o dan les o'r cyfan neu ran o'r Fangre.

6. Bernir bod person, ynghyd â rhywun arall neu rywrai eraill, i'w famu fel cyd-denant cymwys o fflat, neu fel cyd-landlord o dan les o'r cyfan neu ran o'r Fangre, pan gaiff ei dderbyn, yn gyd-aelod o'r Cwmni mewn perthynas â'r fflat neu'r les honno (yn ôl y digwydd).

7. Rhaid i bob person sydd â'r hawl i fod, ac sy'n dymuno dod yn aelod o'r Cwmni, gyflwyno cais am aelodaeth i'r Cwmni wedi'i gyflawni ganddo yn y ffurf ganlynol (neu mewn ffurf sydd mor agos at y ffurf ganlynol ag y mae amgylchiadau'n caniatáu neu mewn unrhyw ffurf arall sy'n arferol neu ffurf a gaiff ei chymeradwyo gan y cyfarwyddwyr) -

I Fwrdd [enw'r Cwmni]

Yr wyf i, [enw]

o [cyfeiriad]

yn denant cymwys o [cyfeiriad y fflat] ac yn dymuno dod yn aelod o [enw'r Cwmni] yn ddarostyngedig i ddarpariaethau Memorandwm ac Erthyglau Cymdeithasu'r Cwmni ac i unrhyw Reolau a wnaed o dan yr Erthyglau hynny. Yr wyf yn cytuno talu i'r Cwmni swm hyd at £1 os caiff y Cwmni ei ddirwyn i ben tra byddaf yn aelod neu hyd at 12 mis ar ôl i mi beidio â bod yn aelod.

Llofnodwyd:

Dyddiedig:

8. Rhaid i geisiadau am aelodaeth gan bersonau sydd i'w barnu fel rhai sy'n gyd-denant cymwys fflat, neu sy'n gyd-landlord o dan les o'r cyfan neu unrhyw rhan o'r Fangre, roi enwau a chyfeiriad pawb arall sydd â buddiant ar y cyd â hwy, ac ym mha drefn y maent yn dymuno ymddangos ar gofrestr yr aelodau mewn perthynas â'r cyfryw fflat neu les (yn ôl y digwydd).

9. Rhaid i'r cyfarwyddwyr, pan fyddant yn fodlon ar gais y person a'i hawl i aelodaeth, gofrestru'r cyfryw berson yn aelod o'r Cwmni.

10. Wrth i'r Cwmni ddod yn gwmni RTM mewn perthynas â'r Fangre, bydd unrhyw danysgrifiwr i'r Memorandwm Cymdeithasu nad yw hefyd yn bodloni'r gofynion ar gyfer aelodaeth a nodir yn erthygl 5 uchod yn peidio â bod yn aelod o'r Cwmni ar unwaith. Bydd unrhyw aelod nad yw ar unrhyw adeg yn bodloni'r gofynion hynny hefyd yn peidio â bod yn aelod o'r Cwmni ar unwaith.

11. Os bydd aelod (neu gyd-aelod) yn marw neu'n mynd yn fethdalwr, bydd gan ei gynrychiolwyr personol neu ymddiriedolwyr mewn methdaliad yr hawl i'w cofrestru yn aelod (neu gyd-aelod yn ôl y digwydd) drwy hysbysiad ysgrifenedig i'r Cwmni.

12. Caiff aelod dynnu allan o'r Cwmni a thrwy hynny beidio â bod yn aelod drwy hysbysu'r Cwmni'n ysgrifenedig o leiaf saith diwrnod clir ymlaen llaw. Ni fydd hysbysiad o'r fath yn effeithiol os rhoddir ef yn y cyfnod sy'n dechrau ar y dyddiad y mae'r Cwmni'n cyflwyno hysbysiad o'i hawliad i gaffael yr hawl i reoli'r Fangre ac yn diweddu ar y dyddiad sydd naill ai -

- (a) yn ddyddiad caffael yn unol ag adran 90 o Ddeddf 2002; neu
- (b) yn ddyddiad tynnu'r hysbysiad yn ôl neu y bernir iddo gael ei dynnu'n ôl yn unol ag adran 86 neu 87 o'r Ddeddf honno.

13. Os bydd, am unrhyw reswm -

- (a) person nad yw'n aelod o'r Cwmni yn dod yn denant cymwys neu landlord ar y cyd â phersonau sydd yn

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aelodau o'r Cwmni, ond yn methu gwneud cais am aelodaeth o fewn 28 diwrnod, neu

- (b) aelod sydd yn denant cymwys neu landlord ar y cyd â phersonau o'r fath yn marw neu'n mynd yn fethdalwr ac nad yw ei gynrychiolwyr personol neu ymddiriedolwr mewn methdaliad yn gwneud cais am aelodaeth o fewn 56 diwrnod yn unol ag erthygl 11, neu
- (c) aelod sydd yn denant cymwys neu landlord ar y cyd â phersonau eraill o'r fath yn ildio ei aelodaeth yn unol ag erthygl 12,

bydd y personau hynny, onid oes ganddynt hawl fel arall i fod yn aelodau o'r Cwmni o achos eu buddiant mewn rhyw fflat neu les arall, hefyd yn peidio â bod yn aelodau o'r Cwmni ar unwaith. Er hynny, bydd gan y personau hynny yr hawl i ailgeisio am aelodaeth yn unol ag erthyglau 7 i 9.

CYFARFODYDD CYFFREDINOL

14. Gelwir pob cyfarfod cyffredinol, heblaw cyfarfodydd cyffredinol blynyddol, yn gyfarfodydd cyffredinol eithriadol.

15. Caiff y cyfarwyddwyr alw cyfarfodydd cyffredinol ac, ar gais aelodau yn unol â darpariaethau'r Ddeddf Cwmnïau, rhaid iddynt fynd rhagddynt yn ddiymdroi (a beth bynnag o fewn un diwrnod ar hugain) i gynnwll cyfarfod cyffredinol eithriadol ar ddyddiad na fydd y fwy nag wyth diwrnod ar hugain ar ôl dyddiad yr hysbysiad sy'n cynnwll y cyfarfod. Os nad oes digon o gyfarwyddwyr o fewn y Deyrnas Unedig i alw cyfarfod cyffredinol, caiff unrhyw gyfarwyddwr neu unrhyw aelod o'r Cwmni alw cyfarfod cyffredinol.

16. Rhaid cynnal pob cyfarfod cyffredinol yn y Fangre neu mewn lleoliad addas arall gerllaw'r Fangre ac o fewn cyrraedd rhesymol i'r holl aelodau.

HYSBYSIAD O GYFARFODYDD CYFFREDINOL

17. Rhaid galw cyfarfod cyffredinol blynyddol a chyfarfod cyffredinol eithriadol ar gyfer pasio penderfyniad arbennig neu basio penderfyniad yn penodi person yn gyfarwyddwr drwy hysbysiad o leiaf un diwrnod ar hugain clir ymlaen llaw. Rhaid galw pob cyfarfod cyffredinol eithriadol arall drwy hysbysiad o leiaf bedwar diwrnod ar ddeg clir ymlaen llaw ond ceir galw cyfarfod cyffredinol drwy hysbysiad am gyfnod byrrach os cytunir ar hynny -

- (a) yn achos cyfarfod cyffredinol blynyddol, gan yr holl aelodau sydd â hawl i fod yn bresennol ac i bleidleisio; a
- (b) yn achos unrhyw gyfarfod arall, drwy fwyafrif yn nifer yr aelodau sydd â hawl i fod yn bresennol ac i bleidleisio, sef mwyafrif sydd gyda'i gilydd yn dal dim llai na naw deg pump y cant o gyfanswm yr hawliau pleidleisio yng nghyfarfod yr holl aelodau.

18. Rhaid i'r hysbysiad bennu amser a lle'r cyfarfod ac, yn achos cyfarfod cyffredinol blynyddol, pennu mai cyfarfod felly ydyw.

19. Rhaid i'r hysbysiad hefyd gynnwys neu amgáu datganiad ac esboniad o natur gyffredinol y busnes sydd i'w drafod yn y cyfarfod.

20. Yn ddarostyngedig i ddarpariaethau'r erthyglau hyn, rhaid rhoi'r hysbysiad i'r holl aelodau a'r cyfarwyddwyr a'r archwilwyr.

21. Ni fydd methiant damweiniol i hysbysu cyfarfod i unrhyw berson sydd â hawl i gael ei hysbysu, neu os na ddaw hysbysiad o gyfarfod i law'r cyfrw berson, yn annylsu'r trafodion yn y cyfarfod hwnnw.

TRAFODION MEWN CYFARFODYDD CYFFREDINOL

22. Ni thrafodir unrhyw fusnes mewn unrhyw gyfarfod cyffredinol oni chafodd ei gynnwys yn yr hysbysiad i gynnwll y cyfarfod yn unol ag erthygl 19.

23. Ni thrafodir unrhyw fusnes mewn unrhyw gyfarfod cyffredinol oni fydd cworwm yn bresennol. Y cworwm ar gyfer y cyfarfod fydd 20% o aelodau'r Cwmni sydd â hawl i bleidleisio ar y busnes sydd i'w drafod, neu ddau aelod o'r Cwmni â'r hawl hwnnw (pa un bynnag yw'r mwyaf) sy'n bresennol yn bersonol neu drwy ddirprwy.

24. Os nad oes cworwm o'r fath yn bresennol o fewn hanner awr o'r amser a benodwyd ar gyfer y cyfarfod, neu os bydd cworwm o'r fath yn peidio â bod yn bresennol yn ystod y cyfarfod, caiff y cyfarfod ei ohirio i'r un diwrnod yn yr wythnos ganlynol ar yr un amser ac yn yr un lle neu i'r amser a'r lle y caiff y cyfarwyddwyr benderfynu arno.

25. Rhaid i gadeirydd y bwrdd cyfarwyddwyr, os oes un, neu yn ei absenoldeb rhyw gyfarwyddwr arall a

enwebir gan y cyfarwyddwyr, lywyddu fel cadeirydd y cyfarfod, ond os nad yw'r cadeirydd na'r cyfarwyddwr arall hwnnw (os oes un) yn bresennol o fewn pymtheg munud ar ôl yr amser a benodwyd i gynnal y cyfarfod ac yn barod i weithredu, rhaid i'r cyfarwyddwyr sy'n bresennol ethol un o'u plith i fod yn gadeirydd ac, os mai un cyfarwyddwr yn unig sy'n bresennol ac yn barod i weithredu, y cyfarwyddwr hwnnw fydd y cadeirydd.

26. Os nad oes unrhyw gyfarwyddwr yn barod i weithredu fel cadeirydd, neu os nad oes unrhyw gyfarwyddwr yn bresennol o fewn pymtheg munud ar ôl yr amser a benodwyd ar gyfer cynnal y cyfarfod, rhaid i'r aelodau sy'n bresennol â hawl i bleidleisio ddeus un o'u plith i fod yn gadeirydd.

27. Bydd gan gyfarwyddwr, boed yn aelod neu beidio, yr hawl i fod yn bresennol, siarad a chynnig (ond, yn ddarostyngedig i erthygl 33, ddim i bleidleisio) ar benderfyniad mewn unrhyw gyfarfod cyffredinol o'r Cwmni.

28. Caiff y cadeirydd, gyda chydsyniad y cyfarfod lle mae cworwm yn bresennol (a rhaid iddo os cyfarwyddir ef gan y cyfarfod), ohirio'r cyfarfod o dro i dro ac o le i le, ond ni thrafodir unrhyw fusnes mewn cyfarfod a ohirwyd heblaw busnes y gellid yn briodol fod wedi ei drafod yn y cyfarfod pe na bai'r gohiriad wedi digwydd. Pan gaiff cyfarfod ei ohirio am bedwar diwrnod ar ddeg neu fwy, rhaid rhoi o leiaf saith diwrnod clir o hysbysiad yn pennu'r amser a lle'r cyfarfod a ohirwyd a natur gyffredinol y busnes sydd i'w drafod. Neu fel arall ni fydd angen rhoi hysbysiad o'r fath.

29. Pan bleidleisir ar benderfyniad mewn cyfarfod, penderfynir arno drwy ddangos dwylo oni hawlir pól yn briodol naill ai cyn, neu ar gyhoeddiad, canlyniad y dangos dwylo. Yn ddarostyngedig i ddarpariaethau'r Ddeddf Cwmnïau, gellir hawlio pól -

- (a) gan y cadeirydd; neu
- (b) gan o leiaf ddau aelod sydd â'r hawl i bleidleisio yn y cyfarfod; neu
- (c) gan aelod neu aelodau sy'n cynrychioli dim llai na degfed ran o gyfanswm hawl bleidleisio yr holl aelodau sydd â'r hawl i bleidleisio yn y cyfarfod;

a bydd hawliad gan berson sydd yn ddirprwy i aelod yr un fath â hawliad gan yr aelod.

30. Oni hawlir pól yn briodol, bydd datganiad gan y cadeirydd bod penderfyniad wedi cael ei gario neu ei gario'n unfrydol, neu drwy fwyafrif penodol, neu wedi'i gollu, neu heb ei gario gan fwyafrif penodol a bydd cofnod i'r perwyl hwnnw yng nghofnodion y cyfarfod yn dystiolaeth derfynol o'r ffaith heb brawf o nifer neu gyfran y pleidleisiau a gofnodwyd o blaid neu yn erbyn y penderfyniad.

31. Gall hawliad am bôl, cyn pleidleisio, gael ei dynnu'n ôl ond gyda chydsyniad y cadeirydd yn unig a bimir na fydd hawliad a dynnir yn ôl yn gwneud y canlyniad wrth ddangos dwylo cyn i'r hawliad gael ei wneud, yn annilys.

32. Caiff pól ei gynnal yn ôl cyfarwyddyd y cadeirydd a chaiff benodi pobl i graffu (nad ydynt o anghenraid yn aelodau) a threfnu amser a lle i ddatgan canlyniad y pól. Bimir mai penderfyniad y cyfarfod yr hawliwyd pól ynddo fydd canlyniad y pól.

33. Os bydd y pleidleisiau'n gyfartal, boed drwy ddangos dwylo neu drwy bôl, bydd gan y cadeirydd hawl i bleidlais fwrw yn ychwanegol at unrhyw bleidlais arall a all fod ganddo.

34. Os hawlir pól ar ethol cadeirydd neu ar ohirio rhaid ei chymryd ar unwaith. Rhaid cymryd pól a hawlir ar unrhyw gwestiwn arall naill ai ar unwaith neu ar yr amser ac yn y lle yn ôl cyfarwyddyd y cadeirydd, heb fod yn fwy na deg diwrnod ar hugain ar ôl hawlio'r bôl. Ni fydd yr hawliad am bôl yn rhwystro'r cyfarfod rhag parhau i drafod unrhyw fusnes heblaw'r cwestiwn yr hawliwyd pól arno. Os hawlir pól cyn datgan canlyniad ar ôl dangos dwylo a bod yr hawliad yn cael ei dynnu'n ôl yn briodol, bydd y cyfarfod yn parhau fel pe bai'r hawliad heb gael ei wneud.

35. Nid oes angen hysbysu pól nas cymerir ar unwaith os cyhoeddir amser a lle pan gaiff ei chymryd yn y cyfarfod yr hawlir hi ynddo. Mewn unrhyw achos arall rhaid rhoi hysbysiad sydd o leiaf yn saith diwrnod clir o flaen llaw yn pennu'r amser a'r lle pan gymerir y pól.

36. Bydd penderfyniad ysgrifenedig a gyflawnir gan neu ar ran pob aelod y byddai ganddo hawl i bleidleisio arno pe bai wedi cael ei gynnig mewn cyfarfod cyffredinol yr oedd yn bresennol ynddo lawn mor effeithiol â phe bai wedi ei basio mewn cyfarfod cyffredinol wedi'i gynnull a'i gynnal yn briodol a gall ei fod yn cynnwys nifer o offerynnau ar ffurf debyg a phob offeryn wedi'i gyflawni gan neu ar ran un neu fwy o'r aelodau.

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PLEIDLEISIAU'R AELODAU

37. Wrth ddangos dwylo bydd gan bob aelod (sef unigolyn) sydd yn bresennol yn bersonol neu (os yw'n gorfforaeth) yn bresennol drwy gynrychiolydd wedi'i awdurdodi'n briodol, nad yw ei hunan yn aelod â hawl i bleidleisio, un bleidlais ac mewn pŵl, bydd gan bob aelod y nifer o bleidleisiau a benderfynir yn unol ag erthyglau 38 to 40.

38. Os nad oes landlordiaid o dan les oedd o'r cyfan neu unrhyw ran o'r Fangre sy'n aelodau o'r Cwmni, yna bydd un bleidlais ar gael i'w bwrw mewn perthynas â phob fflat yn y Fangre. Caiff y bleidlais ei bwrw gan yr aelod sy'n denant cymwys y fflat.

39. Ar unrhyw adeg pan fydd unrhyw landlordiaid o dan les oedd o'r cyfan neu unrhyw ran o'r Fangre sydd yn aelodau o'r Cwmni, penderfynir ar y pleidleisiau sydd ar gael i'w bwrw fel a ganlyn -

- (a) yn gyntaf dyrennir i bob uned breswyl yn y Fangre yr un nifer o bleidleisiau sy'n hafal i gyfanswm nifer aelodau'r Cwmni sydd yn landlordiaid o dan les oedd o'r cyfan neu unrhyw ran o'r Fangre. Caiff landlordiaid o dan les y bernir eu bod yn gyd-aelod o'r Cwmni eu cyfrif fel un aelod at y diben hwn;
- (b) os bydd y Fangre ar unrhyw adeg yn cynnwys unrhyw ran ddibreswyl, dyrennir cyfanswm nifer y pleidleisiau i'r rhan honno sy'n hafal i gyfanswm nifer y pleidleisiau a ddyrannwyd i'r unedau preswyl wedi'i luosi â ffactor o A/B, ac A yw cyfanswm arwynebedd llawr mewnol y rhannau dibreswyl a B yw cyfanswm arwynebedd llawr mewnol yr holl rannau preswyl. Penderfynir ar arwynebedd llawr mewnol yn unol â pharagraff 1(4) o Atodlen 6 i Ddeddf 2002. Rhaid cyfrifo mesur arwynebedd y llawr mewnol mewn metrau sgwâr, rhaid anwybyddu ffracsïynau o arwynebedd llawr llai na hanner metr sgwâr a rhaid cyfrif ffracsïynau o arwynebedd llawr dros hanner metr sgwâr fel metr sgwâr cyfan;
- (c) gan yr aelod sydd yn denant cymwys yr uned breswyl fydd yr hawl i fwrw'r bleidlais a ddyrannwyd i'r uned honno, neu os nad oes aelod sy'n denant cymwys o uned, gan yr aelod sydd yn landlord uniongyrchol;
- (ch) bydd yr hawl i fwrw'r bleidlais a ddyrennir i unrhyw ran ddibreswyl yn y Fangre gan landlord uniongyrchol y rhan hwnnw, neu os nad oes les o ran ddibreswyl, gan y rhydd-ddeiliad. Os bydd mwy nag un person o'r fath, dyrennir cyfanswm nifer y pleidleisiau i'r rhan ddibreswyl rhyngddynt yn ôl cyfran arwynebedd llawr mewnol eu rhannau perthnasol. Anwybyddir unrhyw hawl canlyniadol i ffracsïwn o bleidlais;
- (d) os nad yw uned breswyl yn ddarostyngedig i unrhyw les, ni fydd hawl bwrw pleidlais mewn perthynas â hi;
- (dd) bydd gan unrhyw berson sy'n landlord o dan les neu les oedd o'r cyfan neu unrhyw ran o'r Fangre ac sy'n aelod o'r Cwmni ond nad oes ganddo hawl fel arall i unrhyw bleidlais, yr hawl i un bleidlais.

40. Yn achos personau y bernir eu bod yn gydaelodau o'r Cwmni, caiff unrhyw berson o'r fath arfer yr hawl i bleidleisio y mae gan yr aelodau hynny hawl ar y cyd iddynt, ond os bydd mwy nag un person o'r fath yn cyflwyno pleidlais, boed yn bersonol neu drwy ddirprwy, caiff pleidlais y blaenaf ei derbyn tra gwaherddir pleidleisiau'r lleill, a rhoddir y flaenoriaeth yn ôl y drefn y mae enwau'r personau hynny'n ymddangos yn y gofrestr aelodau mewn perthynas â'r fflat neu'r les (yn ôl y digwydd) y mae ganddynt fuddiant ynddi.

41. Rhaid i'r Cwmni gadw cofrestr yn dangos hawliau priodol pob un o'i aelodau i bleidleisio mewn pŵl mewn unrhyw gyfarfod Cwmni.

42. Rhaid cyfeirio unrhyw wrthwynebiad i gymhwyster unrhyw bleidleisiwr neu gyfrifiant nifer y pleidleisiau y mae ganddo hawl iddynt a godir mewn amser priodol mewn cyfarfod neu gyfarfod a ohiriwyd i gadeirydd y cyfarfod, a bydd ei benderfyniad, at bob diben sy'n ymwneud â'r cyfarfod hwnnw neu gyfarfod a ohiriwyd, yn derfynol a phendant. Yn ddarostyngedig i hynny, rhaid cyfeirio unrhyw anghydfod rhwng unrhyw aelod a'r Cwmni neu unrhyw aelod arall, sy'n deillio o gontract aelodaeth yr aelod ac sy'n ymwneud â mesurau arwynebedd llawr, i'w benderfynu gan syrfêwr siartredig annibynnol wedi'i ddeddf drwy gytundeb rhwng y partion neu, os na cheir cytundeb, gan Lywydd Sefydliad Brenhinol y Syrfewyr Siartredig. Bydd y syrfêwr siartredig annibynnol hwnnw, wrth benderfynu ar fesuriadau yr arwynebedd llawr o dan sylw, yn gweithredu fel arbenigwr ac nid fel cymrodeddwr a bydd ei benderfyniad yn derfynol a phendant. Bydd y Cwmni'n gyfrifol i'r cyfryw syrfêwr am dalu ei ffioedd a'i dreuliau, ond bydd gan y syrfêwr y pŵer, yn llwyr yn ôl ei ddisgresiwn, i gyfarwyddo yr ad-delir rhywfaint neu'r cyfan o'r ffioedd a'r treuliau hynny gan yr aelod(au) o dan sylw i'r Cwmni, a phan ddigwydd hynny rhaid i'r aelod(au) dalu'r arian i'r Cwmni ar unwaith.

43. Caiff aelod y gwnaed gorchymyn gan unrhyw lys sydd ag awdurdodaeth (boed yn y Deyrnas Unedig neu yn rhywle arall) mewn materion ynghylch salwch meddwl mewn perthynas ag ef, bleidleisio boed drwy ddangos dwylo neu bŵl, drwy ei dderbynydd, curator bonis neu rywun arall, a awdurdodwyd yn y cyswllt hwnnw a benodwyd gan y llys hwnnw, a chaiff unrhyw dderbynydd, curator bonis neu berson arall o'r fath, mewn pŵl, bleidleisio drwy ddirprwy. Rhaid adneuo tystiolaeth sy'n bodloni'r cyfarwyddwyr o awdurdod y person sy'n honni arfer yr hawl i bleidleisio yn y swyddfa gofrestredig, neu mewn lle arall a bennir yn unol â'r erthyglau hyn ar gyfer

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adneuo offerynnau drwy ddirprwy, ddim llai na 48 awr cyn yr amser a benodwyd i gynnal y cyfarfod neu gyfarfod a ohiriwyd lle mae'r hawl i bleidleisio i'w harfer ac yn niffyg hynny ni fydd yr hawl i bleidleisio yn arferadwy.

44. Mewn pól gellir pleidleisio naill ai yn bersonol neu drwy ddirprwy. Caiff aelod benodi mwy nag un dirprwy i fod yn bresennol ar yr un achlysur.

45. Rhaid i offeryn sy'n penodi dirprwy fod yn ysgrifenedig, a rhaid ei gyflawni gan neu ar ran y penodwr a rhaid iddo fod ar y ffurf ganlynol (neu mewn ffurf sydd mor agos at y ffurf ganlynol ag y mae amgylchiadau'n caniatáu neu mewn unrhyw ffurf arall sy'n arferol neu ffurf y bydd y cyfarwyddwyr yn ei chymeradwyo) -

[Enw'r Cwmni]

Mae [enw'r aelod(au)], o [cyfeiriad], sef aelod/aelodau o'r Cwmni a enwir uchod, drwy hyn yn penodi [enw] o [cyfeiriad],

neu os nad ef neu hi, [enw] o [cyfeiriad], yn ddirprwy i mi/ni i bleidleisio yn fy enw/ein henw ac ar fy rhan/ar ein rhan yng nghyfarfod cyffredinol/blynyddol/eithriadol y Cwmni sydd i'w gynnal ar [dyddiad] ac yn unrhyw ohiriad o'r cyfarfod

Llofnodwyd ar: [dyddiad]

46. Os dymunir rhoi'r cyfle i aelodau i gyfarwyddo'r dirprwy sut y mae i weithredu, rhaid i'r offeryn sy'n penodi'r dirprwy fod ar y ffurf ganlynol (neu mewn ffurf sydd mor agos at y ffurf ganlynol ag y mae amgylchiadau'n caniatáu neu mewn unrhyw ffurf arall sy'n arferol neu ffurf y bydd y cyfarwyddwyr yn ei chymeradwyo) -

[Enw'r Cwmni]

Mae [enw'r aelod(au)], o [cyfeiriad], sef aelod/aelodau o'r Cwmni a enwir uchod, drwy hyn yn penodi [enw] o [cyfeiriad], neu os nad ef neu hi, [enw] o [cyfeiriad], yn ddirprwy i mi/ni i bleidleisio yn fy enw/ein henw ac ar fy rhan/ar ein rhan yng nghyfarfod cyffredinol/ blynyddol/eithriadol y Cwmni sydd i'w gynnal ar [dyddiad], ac yn unrhyw ohiriad o'r cyfarfod. Mae'r ffurflen hon i'w defnyddio mewn perthynas â'r penderfyniadau a grybwyllir isod fel a ganlyn:

Penderfyniad Rhif.1:[dros][yn erbyn]

Penderfyniad Rhif.2 :[dros][yn erbyn]

[Dileer yr un nad oes ei angen]

Oni chyfarwyddir yn wahanol, caiff y dirprwy bleidleisio fel y gwel orau neu ymatal rhag pleidleisio.

Llofnodwyd ar:[dyddiad]

47. Caiff yr offeryn sy'n penodi dirprwy ac unrhyw awdurdod y cyflawnir ef odano neu gopi o awdurdod o'r fath wedi'i ardystio gan notari neu mewn modd arall a gymeradwywyd gan y cyfarwyddwyr -

- (a) yn achos offeryn yn ysgrifenedig, ei adneuo yn y swyddfa gofrestredig neu yn rhywle arall yn y Deyrnas Unedig a bennir yn yr hysbysiad sy'n cynnull y cyfarfod neu yn unrhyw offeryn dirprwyo a anfonwyd gan y Cwmni mewn perthynas â'r cyfarfod dim llai na 48 awr cyn cynnal y cyfarfod neu'r cyfarfod a ohiriwyd y mae'r person a enwir yn yr offeryn yn bwriadu pleidleisio ynddo; neu
- (b) yn achos penodiad a nodir mewn cyfathrebiad electronig, os pennwyd cyfeiriad at ddibenion derbyn cyfathrebu electronig -
 - (i) yn yr hysbysiad sy'n cynnull y cyfarfod, neu
 - (ii) mewn unrhyw offeryn dirprwyo a anfonwyd gan y Cwmni mewn perthynas â'r cyfarfod, neu
 - (iii) mewn unrhyw wahoddiad sydd mewn cyfathrebiad electronig i benodi dirprwy a ddyroddwyd gan y Cwmni mewn perthynas â'r cyfarfod,
gyrraedd y cyfeiriad hwnnw ddim llai na 48 awr cyn cynnal y cyfarfod neu'r cyfarfod a ohiriwyd y mae'r person a enwir yn y penodiad yn bwriadu pleidleisio ynddo;
- (c) yn achos pól a gymerir fwy na 48 awr ar ôl ei hawlio, ei adneuo neu ei derbyn fel y crybwyllir ym mharagraff (a) neu (b) ar ôl hawlio'r pól a dim llai na 24 awr cyn yr amser a benodwyd i gymryd y pól; neu
- (ch) os na chymerir y pól ar unwaith ond ei bod yn cael ei chymryd dim mwy na 48 awr ar ôl ei hawlio, caniateir ei draddodi yn y cyfarfod yr hawliwyd y pól ynddi i'r cadeirydd neu'r ysgrifennydd neu i unrhyw gyfarwyddwr;

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a bydd offeryn dirprwy na chafodd ei adneuo, ei draddodi neu ei dderbyn mewn modd a ganiateir gan yr erthygl hon yn annilys.

48. Bydd pleidlais a fwrir neu pôl a hawlr drwy ddirprwy neu gan gynrychiolydd awdurdodedig priodol corfforaeth yn ddilys er gwaethaf terfynu ymlaen llaw awdurdod y person sy'n pleidleisio neu'n hawlio pôl oni ddaeth hysbysiad o'r terfyniad i law'r Cwmni yn y swyddfa gofrestredig neu yn rhywle arall yr adneuwyd yr offeryn dirprwy yn briodol neu, os penodwyd dirprwy mewn cyfathrebiad electronig, yn y cyfeiriad lle derbyniwyd y penodiad yn briodol cyn dechrau'r cyfarfod neu'r cyfarfod a ohiriwyd pan gymerir y bleidlais neu yr hawlr pôl ynddo neu (yn achos pôl a gymerir heb fod ar yr un diwrnod â'r cyfarfod neu'r cyfarfod a ohiriwyd) yr amser a benodwyd ar gyfer cymryd y pôl.

CYMHWYSTER Y CYFARWYDDWYR

49. Nid oes angen i gyfarwyddwr fod yn aelod o'r Cwmni.

NIFER Y CYFARWYDDWYR

50. Oni phenderfynir fel arall drwy benderfyniad cyffredin, ni fydd nifer y cyfarwyddwyr (heblaw cyfarwyddwyr dirprwyol) yn ddarostyngedig i unrhyw fwyafswm ond ni fydd llai na dau ohonynt.

PENODIA SYMUD CYFARWYDDWYR

51. Yn y cyfarfod cyffredinol blynyddol cyntaf, rhaid i bob cyfarwyddwr ymddeol o'i swydd, ac ym mhob cyfarfod cyffredinol blynyddol wedyn rhaid i draean y cyfarwyddwyr sydd i ymddeol drwy gylchdro neu, os nad yw eu nifer yn dri neu'n luosrif o dri, rhaid i'r nifer sydd agosaf at un traean ymddeol o'u swydd; ond os un cyfarwyddwr yn unig sydd i ymddeol drwy gylchdro, rhaid iddo ymddeol.

52. Yn ddarostyngedig i ddarpariaethau'r Ddeddf Cwmnïau, y cyfarwyddwyr sydd i ymddeol drwy gylchdro fydd y rhai a fu hiraf yn y swydd ers eu penodiad neu eu hailbenodiad diwethaf, ond o ran personau a ddaeth neu a ailbenodwyd ddiwethaf yn gyfarwyddwyr ar yr un diwrnod y rhai i ymddeol fydd (oni fyddant fel arall yn cytuno ymhlith ei gilydd) y rhai a benderfynir drwy fwrw coelbren.

53. Os na fydd y Cwmni, yn y cyfarfod pan fydd cyfarwyddwr yn ymddeol drwy gylchdro, yn llenwi'r swydd wag, bimir y bydd y cyfarwyddwr sy'n ymddeol, os yw'n barod i weithredu, wedi'i ailbenodi oni phenderfynir yn y cyfarfod na lenwir y swydd wag neu oni chaiff penderfyniad i ailbenodi'r cyfarwyddwr ei gyflwyno i'r cyfarfod a'i golli.

54. Ni chaiff person heblaw cyfarwyddwr sy'n ymddeol drwy gylchdro ei benodi neu'i ailbenodi yn gyfarwyddwr mewn unrhyw gyfarfod cyffredinol oni bai -

- (a) ei fod wedi'i argymhell gan y cyfarwyddwyr; neu
- (b) dim llai na phedwar diwrnod ar ddeg clir a dim mwy na phymtheg ar hugain o ddiwrnodau clir cyn y dyddiad a benodwyd ar gyfer y cyfarfod, bod hysbysiad o fwriad wedi'i gyflawni gan aelod sy'n gymwys i bleidleisio yn y cyfarfod wedi'i roi i'r Cwmni i gynnig y person hwnnw i'w benodi neu ei ailbenodi gan ddatgan y manylion y byddai angen eu cynnwys yng nghofrestr cyfarwyddwyr y Cwmni ynghyd â hysbysiad a gyflawnwyd gan y person hwnnw o'i barodrydd i gael ei benodi neu ei ailbenodi pe byddai'n cael ei benodi neu ei ailbenodi.

55. Dim llai na saith a dim mwy na dau ddeg wyth diwrnod clir cyn y dyddiad a benodwyd i gynnal cyfarfod cyffredinol, rhaid hysbysu pawb sydd â hawl i dderbyn hysbysiad o'r cyfarfod am unrhyw berson a argymhellir gan y cyfarwyddwyr i'w benodi neu ei ailbenodi'n gyfarwyddwr yn y cyfarfod neu y rhoddwyd hysbysiad yn briodol i'r Cwmni mewn perthynas ag ef o'r bwriad i'w gynnig ef yn y cyfarfod i'w benodi neu ei ailbenodi'n gyfarwyddwr. Rhaid i'r hysbysiad roi manylion y person hwnnw y byddai angen eu cynnwys yng nghofrestr cyfarwyddwyr y Cwmni pe byddai'n cael ei benodi neu ei ailbenodi.

56. Yn ddarostyngedig i erthyglau 51 i 55, caiff y Cwmni drwy benderfyniad cyffredin benodi person sy'n barod i weithredu yn gyfarwyddwr naill ai i lenwi swydd wag, neu'n gyfarwyddwr ychwanegol a chaiff benderfynu ar y cylchdro y mae unrhyw gyfarwyddwyr ychwanegol i ymddeol ynddo.

57. Caiff y cyfarwyddwyr benodi person sy'n barod i weithredu yn gyfarwyddwr naill ai i lenwi swydd wag, neu'n gyfarwyddwr ychwanegol, ar yr amod nad yw'r penodiad yn peri i nifer y cyfarwyddwyr fod yn fwy na unrhyw nifer a bennwyd gan yr erthyglau fel mwyafswm nifer y cyfarwyddwyr neu yn unol â hwy. Bydd cyfarwyddwr a benodir yn y dull hwnnw yn dal ei swydd tan y cyfarfod cyffredinol blynyddol nesaf yn unig. Os na chaiff ei ailbenodi yn y cyfarfod cyffredinol blynyddol hwnnw, bydd yn ymadael â'i swydd ar ddiwedd y cyfarfod.

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58. Yn ddarostyngedig i'r erthyglau hyn, ceir ailbenodi cyfarwyddwr sy'n ymddeol mewn cyfarfod cyffredinol blynyddol, os yw'n barod i weithredu. Os na chaiff ei ailbenodi, bydd yn dal ei swydd nes bod y cyfarfod yn penodi rhywun yn ei le, neu os na wneir hynny, tan ddiwedd y cyfarfod.

CYFARWYDDWYR DIRPRWYOL

59. Caiff unrhyw gyfarwyddwr (heblaw cyfarwyddwyr dirprwyol) benodi unrhyw gyfarwyddwr arall, neu unrhyw berson arall a gymeradwywyd drwy benderfyniad y cyfarwyddwyr ac sy'n barod i weithredu, yn gyfarwyddwyr dirprwyol a chaiff symud o'i swydd gyfarwyddwyr dirprwyol a benodwyd ganddo yn y modd hwnnw.

60. Bydd gan y cyfarwyddwyr dirprwyol yr hawl i dderbyn hysbysiad am bob cyfarfod cyfarwyddwyr a phob cyfarfod pwyllgor y cyfarwyddwyr y mae ei benodwr yn aelod ohono, i fod yn bresennol ac i bleidleisio mewn unrhyw gyfarfod o'r fath lle nad yw'r cyfarwyddwr a'i penododd yn bresennol yn bersonol ac yn gyffredinol yr hawl i gyflawni holl swyddogaethau ei benodwr fel cyfarwyddwr yn ei absenoldeb ond ni fydd ganddo'r hawl i gael unrhyw dâl gan y Cwmni am ei wasanaeth fel cyfarwyddwr dirprwyol. Ni fydd angen rhoi hysbysiad o gyfarfod o'r fath i gyfarwyddwyr dirprwyol sy'n absennol o'r Deymas Unedig onid yw wedi rhoi cyfeiriad i'r Cwmni y gellir anfon hysbysiadau iddo drwy ddefnyddio cyfathrebu electronig.

61. Bydd cyfarwyddwr dirprwyol yn peidio â bod yn gyfarwyddwr dirprwyol os bydd ei benodwr yn peidio â bod yn gyfarwyddwr. Os bydd cyfarwyddwr yn ymddeol ond yn cael ei ailbenodi neu os bernir ei fod yn cael ei ailbenodi yn y cyfarfod pan fydd yn ymddeol, bydd unrhyw benodiad o gyfarwyddwyr dirprwyol a wnaed ganddo a oedd mewn grym yn union cyn iddo ymddeol yn parhau ar ôl ei ailbenodiad.

62. Rhaid i unrhyw benodiad neu symud cyfarwyddwr dirprwyol fod drwy hysbysiad i'r Cwmni wedi'i lofnodi gan y cyfarwyddwr sy'n gwneud neu'n dirymu'r penodiad neu mewn unrhyw fodd arall a gymeradwyir gan y cyfarwyddwyr.

63. Oni ddarperir fel arall yn yr erthyglau hyn, bernir bod cyfarwyddwr dirprwyol i bob diben yn gyfarwyddwr ac ef yn unig fydd yn gyfrifol am ei weithredoedd a'i fethiannau ac ni femir ei fod yn asiant i'r cyfarwyddwr a'i penododd.

DATGYMHWYSO A SYMUD CYFARWYDDWYR

64. Rhaid i gyfarwyddwr ymadael â'i swydd -

- (a) os yw'n peidio â bod yn gyfarwyddwr yn rhinwedd unrhyw ddarpariaeth o'r Ddeddf Cwmnïau neu os gwaherddir ef gan y gyfraith rhag bod yn gyfarwyddwr; neu
- (b) os yw'n mynd yn fethdalwr a bydd yn parhau i fod yn anghymwys rhag gweithredu fel cyfarwyddwr tra bydd yn fethdalwr nas rhyddhawyd o'i fethdaliad, neu'n gwneud unrhyw drefniant neu gompownd gyda'i gredydwyr yn gyffredinol; neu
- (c) os yw, neu os gall ei fod, yn dioddef o salwch meddwl a naill ai -
 - (i) caiff ei dderbyn i'r ysbyty yn unol â chais am dderbyn ar gyfer triniaeth o dan Ddeddf Iechyd Meddwl 1983 neu, yn yr Alban, cais am dderbyn o dan Ddeddf Iechyd Meddwl (yr Alban) 1960, neu
 - (ii) gwneir gorchymyn gan lys ag awdurdodaeth (boed yn y Deymas Unedig neu yn rhywle arall) mewn materion sy'n ymwneud â salwch meddwl ar gyfer cadw'r cyfarwyddwr neu ar gyfer penodi derbynnydd, curator bonis neu berson arall i arfer pwerau ynghylch ei ciddo neu ei fusnes; neu
- (ch) os bu'n aelod o'r Cwmni, mae'n peidio â bod yn aelod o'r Cwmni; neu
- (d) os yw'n ymddiswyddo o swydd cyfarwyddwr drwy hysbysu'r Cwmni; neu
- (dd) os bydd yn absennol am fwy na chwe mis yn olynol heb ganiatâd y cyfarwyddwyr o gyfarfodydd y cyfarwyddwyr a gynhaliwyd yn ystod y cyfnod hwnnw a bod y cyfarwyddwyr yn penderfynu y dylid ymadael â swydd y cyfarwyddwr.

PWERAU'R CYFARWYDDWYR

65. Yn ddarostyngedig i ddarpariaethau'r Ddeddf Cwmnïau, y memorandwm a'r erthyglau hyn ac i unrhyw gyfarwyddiadau a roddir drwy benderfyniad arbennig, rhaid i fusnes y Cwmni gael ei reoli gan y cyfarwyddwyr a gaiff arfer holl bwerau'r Cwmni. Ni fydd addasiad o'r memorandwm neu'r erthyglau na chyfarwyddyd o'r fath yn annilysu unrhyw weithred flaenorol gan y cyfarwyddwyr a fyddai wedi bod yn ddilys pe na bai'r addasiad hwnnw wedi'i wneud neu pe na bai'r cyfarwyddyd wedi'i roi. Ni chaiff y pwerau a roddir gan yr erthygl hon eu cyfyngu gan unrhyw bwr arbennig a roddir i'r cyfarwyddwyr gan yr erthyglau hyn a chaiff cyfarfod o'r cyfarwyddwyr pan fydd eorwrm yn bresennol arfer yr holl bwerau sy'n arferadwy gan y cyfarwyddwyr.

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66. Caiff y cyfarwyddwyr, drwy bŵer atwrnai neu fel arall, benodi unrhyw berson yn asiant i'r Cwmni at y dibenion hynny ac o dan yr amodau hynny y cânt benderfynu arnynt, gan gynnwys awdurdod i'r asiant ddirprwyo ei holl bwerau neu unrhyw rai ohonynt.

DIRPRWYO PWERAU'R CYFARWYDDWYR

67. Caiff y cyfarwyddwyr ddirprwyo unrhyw rai o'u pwerau i unrhyw bwyllgor sy'n cynnwys un cyfarwyddwr neu fwy, aelodau o'r Cwmni ac eraill fel y gwelant orau. Rhaid i fwyafrif aelodau unrhyw bwyllgor o'r fath o dro i dro fod yn aelodau o'r Cwmni. Caiff y cyfarwyddwyr hefyd ddirprwyo i unrhyw gyfarwyddwr rheoli, neu i unrhyw gyfarwyddwr sy'n dal unrhyw swydd weithredol arall, y pwerau hynny y maent yn ystyried eu bod yn ddymunol i'w harfer ganddo. Ceir gwneud unrhyw ddirprwyo o'r fath yn ddarostyngedig i unrhyw amodau y caiff y cyfarwyddwyr eu gosod, a naill ai'n gyfochrog â'u pwerau eu hunain neu drwy eu heithrio a cheir eu dirymu neu eu newid. Yn ddarostyngedig i unrhyw amodau o'r fath, llywodraethir trafodion pwyllgor o ddau aelod neu fwy gan yr erthyglau sy'n rheoli trafodion cyfarwyddwyr i'r graddau y gallant fod yn gymwys.

TÂL CYFARWYDDWYR

68. Oni cheir cydsyniad y Cwmni mewn cyfarfod cyffredinol, ni fydd gan y cyfarwyddwyr yr hawl i unrhyw dâl. Rhaid i unrhyw benderfyniad sy'n rhoi cydsyniad o'r fath bennu swm y tâl i'w dalu i'r cyfarwyddwyr, ac oni fydd y penderfyniad yn darparu fel arall, bernir y bydd y tâl yn cronni o ddydd i ddydd.

TREULIAU'R CYFARWYDDWYR

69. Ceir talu i'r cyfarwyddwyr yr holl dreuliau a dynnir ganddynt yn briodol mewn cysylltiad â'u presenoldeb yng nghyfarfodydd y cyfarwyddwyr neu bwyllgor cyfarwyddwyr neu gyfarfodydd cyffredinol y Cwmni neu fel arall mewn cysylltiad â chyflawni eu dyletswyddau.

PENODIADAU A BUDDIANAU'R CYFARWYDDWYR

70. Yn ddarostyngedig i ddarpariaethau'r Ddeddf Cwmnïau, ac ar yr amod bod telerau unrhyw benodiad, cytundeb neu drefniant o'r fath wedi'u cymeradwyo ymlaen llaw gan y Cwmni, caiff y cyfarwyddwyr benodi un neu fwy o'u plith i swydd cyfarwyddwr rheoli neu i unrhyw swydd weithredol arall o dan y Cwmni a chaiff ymrwymo mewn cytundeb neu drefniant gydag unrhyw gyfarwyddwr er mwyn ei gyflogi gan y Cwmni neu er mwyn iddo ddarparu unrhyw wasanaethau y tu allan i ystod dyletswyddau cyffredinol cyfarwyddwr. Rhaid i unrhyw benodiad cyfarwyddwr i swydd weithredol ddod i ben os bydd yn peidio â bod yn gyfarwyddwr ond heb ragfarnu unrhyw hawliad am iawndal am dorri contract gwasanaeth rhwng y cyfarwyddwr a'r Cwmni.

71. Yn ddarostyngedig i ddarpariaethau'r Ddeddf Cwmnïau, ac ar yr amod ei fod wedi datgelu i'r cyfarwyddwyr natur a chwmpas unrhyw fuddiant perthnasol ganddo, er gwaethaf ei swydd -

- (a) caiff cyfarwyddwr fod yn barti, neu fod â buddiant fel arall, i unrhyw drafodiad neu drefniant gan y Cwmni neu drafodiad neu drefniant y mae buddiant arall gan y Cwmni ynddynt; a
- (b) caiff cyfarwyddwr fod yn gyfarwyddwr neu swyddog arall, neu gael ei gyflogi gan, neu fod yn barti i, neu fod â buddiant fel arall yn, unrhyw drafodiad neu drefniant ag unrhyw gorff corfforaethol a hybir gan y Cwmni neu y mae gan y Cwmni fel arall fuddiant ynddo; ac
- (c) ni fydd cyfarwyddwr, oblegid ei swydd, yn atebol i'r Cwmni am unrhyw fudd a ddeilliodd iddo o unrhyw swydd neu gyflogaeth o'r fath neu o unrhyw drafodiad neu drefniant o'r fath neu o unrhyw fuddiant mewn unrhyw gorff corfforaethol o'r fath ac ni fydd trafodiad neu drefniant o'r fath yn agored i'w osgoi ar sail unrhyw fuddiant neu fudd o'r fath.

72. At ddibenion erthygl 71-

- (a) bernir y bydd hysbysiad cyffredinol a roddir i'r cyfarwyddwyr bod cyfarwyddwr i'w ystyried fel un â buddiant o'r natur a'r chwmpas a bennir yn yr hysbysiad mewn unrhyw drafodiad neu drefniant y mae buddiant gan berson penodedig neu ddsbarth o bersonau yn ddatgeliad bod gan y cyfarwyddwr fuddiant mewn unrhyw drafodiad neu drefniant o'r fath o'r natur a'r chwmpas a bennir felly; a
- (b) nid ymdrinnir â buddiant gan gyfarwyddwr nad oes ganddo wybodaeth ohono ac y mae'n afresymol disgwyl iddo wybod amdano fel buddiant ganddo.

ARIAN RHODD A PHENSIYNAU CYFARWYDDWYR

73. Caiff y cyfarwyddwyr ddarparu buddion, boed drwy dalu arian rhodd neu bensiynau neu drwy yswiriant neu fel arall, i unrhyw gyfarwyddwr sydd wedi dal ond nad yw bellach yn dal unrhyw swydd weithredol neu gyflogaeth