

公 共 啟 事
PUBLIC NOTICES

《中國銀行(香港)有限公司(合併)條例》
(2001 年第 25 號條例)

公告指定時間

現依據《中國銀行(香港)有限公司(合併)條例》(2001 年第 25 號條例)第 3 條，公布 2001 年 10 月 1 日開始時即為指定時間(在上述條例第 2 條所界定者)。

2001 年 9 月 21 日

寶生銀行有限公司代表律師
高偉紳律師行

BANK OF CHINA (HONG KONG) LIMITED (MERGER) ORDINANCE
(ORDINANCE NO. 25 OF 2001)

NOTICE OF APPOINTED TIME

NOTICE IS HEREBY GIVEN that pursuant to Section 3 of the Bank of China (Hong Kong) Limited (Merger) Ordinance (Ordinance No. 25 of 2001), the appointed time (as defined in Section 2 of the aforementioned Ordinance) is the commencement of 1st October 2001.

Dated the 21st day of September 2001

CLIFFORD CHANGE
Solicitors for
Po Sang Bank Limited

L.N. 184 of 2001

**LEGAL TENDER NOTES ISSUE ORDINANCE (AMENDMENT
OF SCHEDULE) NOTICE 2001**

(Made under section 6 of the Legal Tender Notes Issue
Ordinance (Cap. 65) with the approval of
the Chief Executive in Council)

1. Commencement

This Notice shall come into operation on 1 October 2001.

**2. Banks specified for the purposes of definition
of "note-issuing bank"**

The Schedule to the Legal Tender Notes Issue Ordinance (Cap. 65) is
amended by repealing item 1 and substituting—

"1. Bank of China (Hong Kong) Limited."

Antony LEUNG
Financial Secretary

19 September 2001

Explanatory Note

This Notice—

- (a) amends the Schedule to the Legal Tender Notes Issue Ordinance (Cap. 65) to specify the Bank of China (Hong Kong) Limited as a note-issuing bank within the meaning of that Ordinance in place of the Bank of China;
- (b) implements section 6(1)(b) of the Bank of China (Hong Kong) Limited (Merger) Ordinance (25 of 2001).

《中國銀行(香港)有限公司
(合併)條例》

**BANK OF CHINA (HONG KONG)
LIMITED (MERGER) ORDINANCE**

《中國銀行(香港)有限公司(合併)條例》

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**BANK OF CHINA (HONG KONG) LIMITED
(MERGER) ORDINANCE**

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香港特別行政區

2001 年第 25 號條例

印章位置

署理行政長官

曾蔭權

2001 年 7 月 19 日

本條例旨在就中國銀行、廣東省銀行、新華銀行、中南銀行、金城銀行、國華商業銀行、浙江興業銀行、鹽業銀行及華僑商業銀行有限公司的某些業務轉歸寶生銀行有限公司，並就南洋商業銀行有限公司、集友銀行有限公司及中銀信用卡(國際)有限公司各自的股份移轉予寶生銀行有限公司，以及就其他有關事宜訂定條文。

[2001 年 7 月 20 日]

弁言

鑑於——

- (a) 寶生銀行有限公司(下稱“寶生”)是根據香港法律成立的公司；
- (b) 中國銀行是根據全國性法律成立的國有企業；
- (c) 廣東省銀行、新華銀行、中南銀行、金城銀行、國華商業銀行、浙江興業銀行及鹽業銀行(下稱“各內地成立銀行”)是根據全國性法律成立的公司；
- (d) 各內地成立銀行中的每一間在香港均設有分行；
- (e) 廣東省銀行在中華人民共和國深圳經濟特區設有分行；而新華銀行在中華人民共和國深圳經濟特區亦設有分行；

HONG KONG SPECIAL ADMINISTRATIVE REGION

ORDINANCE No. 25 OF 2001

L.S.

Donald TSANG
Acting Chief Executive
19 July 2001

An Ordinance to provide for the vesting in Po Sang Bank Limited of certain undertakings of Bank of China, The Kwangtung Provincial Bank, Sin Hua Bank Limited, The China & South Sea Bank Limited, Kincheng Banking Corporation, The China State Bank, Limited, The National Commercial Bank Limited, The Yien Yieh Commercial Bank Limited and Hua Chiao Commercial Bank Limited, the transfer of shares in each of Nanyang Commercial Bank Limited, Chiyu Banking Corporation Limited and BOC Credit Card (International) Limited to Po Sang Bank Limited and for other related purposes.

[20 July 2001]

Preamble

WHEREAS—

- (a) Po Sang Bank Limited (hereinafter called “Po Sang”) is a company incorporated under the laws of Hong Kong;
- (b) Bank of China is a state-owned enterprise established under national law;
- (c) The Kwangtung Provincial Bank, Sin Hua Bank Limited, The China & South Sea Bank Limited, Kincheng Banking Corporation, The China State Bank, Limited, The National Commercial Bank Limited and The Yien Yieh Commercial Bank Limited (hereinafter called “the Mainland incorporated banks”) are companies incorporated under national law;
- (d) each of the Mainland incorporated banks has a branch in Hong Kong;
- (e) The Kwangtung Provincial Bank has a branch in Shenzhen Special Economic Zone, the People’s Republic of China and Sin Hua Bank Limited has a branch in Shenzhen Special Economic Zone, the People’s Republic of China;

- (f) 南洋商業銀行有限公司(下稱“南商”)、華僑商業銀行有限公司(下稱“僑商”)、集友銀行有限公司(下稱“集友”)及中銀信用卡(國際)有限公司(下稱“中銀信用卡公司”)是根據香港法律成立的公司；
- (g) 寶生、中國銀行、各內地成立銀行、僑商、南商及集友均是根據《銀行業條例》(第 155 章)領有牌照的銀行，並在香港及其他地方經營銀行業務；
- (h) 寶生、中國銀行、各內地成立銀行、僑商、南商、集友及中銀信用卡公司均為中銀集團成員；
- (i) 為更妥善經營中銀集團的業務，宜將寶生、中國銀行香港分行、各內地成立銀行的香港分行、廣東省銀行深圳分行、新華銀行深圳分行及僑商各自的業務合併，而該項合併應以將中國銀行香港分行、各內地成立銀行的香港分行、廣東省銀行深圳分行、新華銀行深圳分行及僑商的業務移轉予寶生的方式達成；
- (j) 考慮到合約關係及其他法律關係對寶生、中國銀行香港分行、各內地成立銀行的香港分行、廣東省銀行深圳分行、新華銀行深圳分行及僑商所經營的業務的影響程度，宜訂定條文以利便該項合併，使寶生、中國銀行香港分行、各內地成立銀行的香港分行、廣東省銀行深圳分行、新華銀行深圳分行及僑商各自的業務及其連續性不受干擾；
- (k) 為更妥善經營中銀集團的業務，宜使南商、集友及中銀信用卡公司成為寶生的附屬公司，並宜訂定條文以利便該等移轉。

由立法會制定。

1. 簡稱

本條例可引稱為《中國銀行(香港)有限公司(合併)條例》。

- (f) Nanyang Commercial Bank Limited (hereinafter called "Nanyang"), Hua Chiao Commercial Bank Limited (hereinafter called "Hua Chiao"), Chiyu Banking Corporation Limited (hereinafter called "Chiyu") and BOC Credit Card (International) Limited (hereinafter called "BOC-CC") are companies incorporated under the laws of Hong Kong;
- (g) Po Sang, Bank of China, the Mainland incorporated banks, Hua Chiao, Nanyang and Chiyu are all banks licensed under the Banking Ordinance (Cap. 155) and carrying on the business of banking in Hong Kong and elsewhere;
- (h) Po Sang, Bank of China, the Mainland incorporated banks, Hua Chiao, Nanyang, Chiyu and BOC-CC are all members of the Bank of China Group;
- (i) for the better conduct of the businesses of the Bank of China Group, it is expedient that the respective undertakings of Po Sang, Bank of China Hong Kong Branch, the Hong Kong branches of the Mainland incorporated banks, Kwangtung Shenzhen Branch, Sin Hua Shenzhen Branch and Hua Chiao be merged and that such merger should be effected by means of a transfer of the undertakings of Bank of China Hong Kong Branch, the Hong Kong branches of the Mainland incorporated banks, Kwangtung Shenzhen Branch, Sin Hua Shenzhen Branch and Hua Chiao to Po Sang;
- (j) in view of the extent of the contractual and other legal relationships affecting the conduct of the undertakings of Po Sang, Bank of China Hong Kong Branch, the Hong Kong branches of the Mainland incorporated banks, Kwangtung Shenzhen Branch, Sin Hua Shenzhen Branch and Hua Chiao, it is expedient to make provision to facilitate such merger without interference with the conduct and continuity of the respective businesses of Po Sang, Bank of China Hong Kong Branch, the Hong Kong branches of the Mainland incorporated banks, Kwangtung Shenzhen Branch, Sin Hua Shenzhen Branch and Hua Chiao;
- (k) for the better conduct of the businesses of the Bank of China Group, it is expedient that Nanyang, Chiyu and BOC-CC should become subsidiaries of Po Sang and it is expedient to make provision to facilitate such transfers.

Enacted by the Legislative Council.

1. Short title

This Ordinance may be cited as the Bank of China (Hong Kong) Limited (Merger) Ordinance.

2. 釋義

(1) 在本條例中，除所述事項或文意另有所指外——

“公司”(company) 具有《銀行業條例》(第 155 章) 第 2(1) 條給予該詞的涵義；

“公司註冊處處長”(Registrar of Companies) 指根據《公司條例》(第 32 章) 第 303 條委任的公司註冊處處長；

“內地成立銀行”(Mainland incorporated bank) 指省行、新華、中南、金城、國華、浙興或鹽業；而提述“各內地成立銀行”之處，即為提述所有內地成立銀行；

“中南”(China & South Sea Bank) 指中南銀行，該銀行是一間根據全國性法律成立的公司；

“中國銀行”(Bank of China) 指中國銀行，該銀行是一間根據全國性法律成立的國有企業；

“中國銀行香港分行”(Bank of China Hong Kong Branch) 指——

(a) 中國銀行在該銀行於香港的分行經營或由該分行所經營的業務；及

(b) 記錄在中國銀行的任何簿冊及紀錄內或該等簿冊及紀錄所產生的屬中國銀行香港分行的所有現有財產及法律責任(不論屬何性質)，以及與該等財產及法律責任有關的屬中國銀行香港分行的其他財產及法律責任，

但除外財產及法律責任則除外；

“中銀信用卡公司”(BOC-CC) 指中銀信用卡(國際)有限公司；

“中銀集團”(Bank of China Group) 指中國銀行及其附屬公司；

“各內地成立銀行的香港分行”(the Hong Kong branches of the Mainland incorporated banks) 指——

(a) 各內地成立銀行在它們於香港的分行經營或由該等分行所經營的業務；及

(b) 記錄在各內地成立銀行的任何簿冊及紀錄內或該等簿冊及紀錄所產生的屬各內地成立銀行的香港分行的所有現有財產及法律責任(不論屬何性質)，以及與該等財產及法律責任有關的屬各內地成立銀行的香港分行的其他財產及法律責任，

但除外財產及法律責任則除外；

“各合併分行”(the merging branches) 指中國銀行香港分行、各內地成立銀行的香港分行、省行深圳分行、新華深圳分行及僑商業務；而提述“合併分行”之處，即為提述各合併分行的其中之一；

2. Interpretation

- (1) In this Ordinance, unless the subject or context otherwise requires—
- “appointed time” (指定時間) means such day and time as may be appointed pursuant to section 3;
- “Bank of China” (中國銀行) means Bank of China, a state-owned enterprise established under national law;
- “Bank of China Group” (中銀集團) means Bank of China and its subsidiaries;
- “Bank of China Hong Kong Branch” (中國銀行香港分行) means—
- (a) the business carried on by Bank of China in or from its branch in Hong Kong; and
 - (b) all existing property and liabilities of the Hong Kong branch of Bank of China of whatsoever nature as recorded in or created by any of the books and records of Bank of China and any other property and liabilities of the Hong Kong branch of Bank of China related thereto,
- other than the excluded property and liabilities;
- “BOC-CC” (中銀信用卡公司) means BOC Credit Card (International) Limited;
- “books and records” (簿冊及紀錄) means any document, record (including an electronic record), report, letter or register of whatsoever nature kept by or on behalf of a person including without limitation the annual return and balance sheets and any ledger, day book, cash book, account book or bank book;
- “certified copy” (核證副本) means a copy certified by a director, secretary or officer of Po Sang as being a true copy of the original;
- “China & South Sea Bank” (中南) means The China & South Sea Bank Limited, a company incorporated under national law;
- “China State Bank” (國華) means The China State Bank, Limited, a company incorporated under national law;
- “Chiyu” (集友) means Chiyu Banking Corporation Limited;
- “company” (公司) has the meaning assigned to it by section 2(1) of the Banking Ordinance (Cap. 155);
- “customer” (客戶) means any person having a banking account, a loan account or other dealing, transaction, agreement or arrangement with Po Sang or, as the case may be, a merging bank;
- “data protection principles” (保障資料原則) means any of the data protection principles set out in Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486);
- “electronic record” (電子紀錄) has the meaning assigned to it by section 2(1) of the Electronic Transactions Ordinance (Cap. 553);
- “excluded property and liabilities” (除外財產及法律責任) means—
- (a) the common seal of Hua Chiao;

- “各移轉銀行”(the transferring banks)指中國銀行、各內地成立銀行及僑商；而提述“移轉銀行”之處，即為提述各移轉銀行的其中之一；
- “合併協議”(merger agreement)指就各合併分行移轉予實生而由或代各移轉銀行及實生及其他人在 2001 年 5 月所簽立，並經不時修訂的合併協議；
- “合併銀行”(merging bank)指任何移轉銀行，但只限於有關事宜與該移轉銀行的合併分行有關的範圍內；而提述“各合併銀行”之處，即為提述所有合併銀行；
- “私隱專員”(Privacy Commissioner)指根據《個人資料(私隱)條例》(第 486 章)第 5(1) 條設立的個人資料私隱專員；
- “法定貨幣紙幣”(legal tender notes)具有《法定貨幣紙幣發行條例》(第 65 章)第 2 條給予該詞的涵義；
- “法律責任”(liabilities)包括每一種類的責任及義務(不論是現存的或是將來的、實有的或是或有的)；
- “抵押權益”(security interest)包括按揭或押記(不論是法律上或衡平法上的按揭或押記，並包括轉押)、債權證、匯票、承付票、擔保、留置權、質押(不論是實有的或法律構定的)、押貨預支、作為抵押的轉讓、彌償、抵銷權、無效資產安排、協議或承諾(不論是否以書面形式作出)或其他用作保證付款或清償債項或解除法律責任(不論是現存的或是將來的、實有的或是或有的)的方式(全部根據適用的法律而訂立、批出、產生或存續)，不論該權益是否以書面證明；
- “金城”(Kincheng)指金城銀行，該銀行是一間根據全國性法律成立的公司；
- “附屬公司”(subsidiary)具有《公司條例》(第 32 章)第 2(4) 條給予該詞的涵義；
- “客戶”(customer)指任何在實生或合併銀行(視屬何情況而定)開有銀行帳戶、貸款帳戶或與上述任何銀行有其他事務往來、交易、協議或安排的人；
- “省行”(Kwangtung)指廣東省銀行，該銀行是一間根據全國性法律成立的公司；
- “省行深圳分行”(Kwangtung Shenzhen Branch)指——
- (a) 省行在該銀行於中華人民共和國深圳經濟特區的分行經營或由該分行所經營的業務；及
 - (b) 記錄在省行的任何簿冊及紀錄內或該等簿冊及紀錄所產生的屬省行深圳分行的所有現有財產及法律責任(不論屬何性質)，以及與該財產及法律責任有關的屬省行深圳分行的其他財產及法律責任，
- 其範圍只限於該等業務、財產及法律責任是受香港法律管限或其移轉是受香港法律管限者，但除外財產及法律責任則除外；

- (b) documents required to be kept by Hua Chiao pursuant to the Companies Ordinance (Cap. 32);
- (c) the rights and liabilities of the transferring banks under the merger agreement;
- (d) the issued and unissued share capital and rights in respect thereof of Po Sang; and
- (e) subject to the agreement of the relevant transferring bank, such other property and liabilities of any merging bank as may at or before the appointed time be specified by way of a resolution or resolutions of the board of directors of Po Sang;

“existing” (現有) means existing, outstanding or in force immediately before the appointed time;

“the Hong Kong branches of the Mainland incorporated banks” (各內地成立銀行的香港分行) means—

- (a) the businesses carried on by the Mainland incorporated banks in or from their branches in Hong Kong; and
- (b) all existing property and liabilities of the Hong Kong branches of the Mainland incorporated banks of whatsoever nature as recorded in or created by any of the books and records of the Mainland incorporated banks and any other property and liabilities of the Hong Kong branches of the Mainland incorporated banks related thereto,

other than the excluded property and liabilities;

“Hua Chiao” (僑商) means Hua Chiao Commercial Bank Limited;

“Kincheng” (金城) means Kincheng Banking Corporation, a company incorporated under national law;

“Kwangtung” (省行) means The Kwangtung Provincial Bank, a company incorporated under national law;

“Kwangtung Shenzhen Branch” (省行深圳分行) means—

- (a) the business carried on by Kwangtung in or from its branch in Shenzhen Special Economic Zone, the People’s Republic of China; and
- (b) all existing property and liabilities of the Shenzhen branch of Kwangtung of whatsoever nature as recorded in or created by any of the books and records of Kwangtung and any other property and liabilities of the Shenzhen branch of Kwangtung related thereto,

to the extent that such business, property and liabilities are governed by Hong Kong law or the transfer of which is governed by Hong Kong law, other than the excluded property and liabilities;

“legal tender notes” (法定貨幣紙幣) has the meaning assigned to it by section 2 of the Legal Tender Notes Issue Ordinance (Cap. 65);

“指定時間”(appointed time)指依據第 3 條指定的日期及時間；

“南商”(Nanyang)指南洋商業銀行有限公司；

“保障資料原則”(data protection principles)指《個人資料(私隱)條例》(第 486 章)附表 1 列明的任何一項保障資料原則；

“除外財產及法律責任”(excluded property and liabilities)指——

(a) 僑商的法團印章；

(b) 僑商依據《公司條例》(第 32 章)須保存的文件；

(c) 各移轉銀行在合併協議下的權利及法律責任；

(d) 寶生的已發行及未發行股本及寶生的與該等股本有關的權利；及

(e) 在取得有關移轉銀行的同意下，由寶生的董事局藉一項或多於一項的決議而在指定時間或之前指明的屬任何合併銀行的其他財產及法律責任；

“財產”(property)指每一種類的財產及資產(不論位於何處)，以及每一種類的權利(不論是現存的或是將來的、實有的或是或有的)，並包括以信託方式或以受信人身分持有的財產以及每一種類的抵押權益、利益及權力；

“浙興”(National Commercial Bank)指浙江興業銀行，該銀行是一間根據全國性法律成立的公司；

“核證副本”(certified copy)指由寶生的董事、秘書或高級人員核證為屬正本真實副本的副本；

“現有”(existing)指緊接指定時間之前存在、未完結或有效者；

“國華”(China State Bank)指國華商業銀行，該銀行是一間根據全國性法律成立的公司；

“集友”(Chiyu)指集友銀行有限公司；

“發鈔銀行”(note-issuing bank)具有《法定貨幣紙幣發行條例》(第 65 章)第 2 條給予該詞的涵義；

“電子紀錄”(electronic record)具有《電子交易條例》(第 553 章)第 2(1) 條給予該詞的涵義；

“新華”(Sin Hua)指新華銀行，該銀行是一間根據全國性法律成立的公司；

- “liabilities” (法律責任) includes duties and obligations of every description (whether present or future, actual or contingent);
- “Mainland incorporated bank” (內地成立銀行) means Kwangtung, Sin Hua, China & South Sea Bank, Kincheng, China State Bank, National Commercial Bank or Yien Yieh and a reference to “the Mainland incorporated banks” is a reference to all the Mainland incorporated banks;
- “merger agreement” (合併協議) means the merger agreement executed in May 2001 by or on behalf of, amongst others, the transferring banks and Po Sang in relation to the transfers of the merging branches to Po Sang as amended from time to time;
- “merging bank” (合併銀行) means a transferring bank but only in so far as the matter in question relates to its merging branch, and a reference to “the merging banks” is a reference to all the merging banks;
- “the merging branches” (各合併分行) means Bank of China Hong Kong Branch, the Hong Kong branches of the Mainland incorporated banks, Kwangtung Shenzhen Branch, Sin Hua Shenzhen Branch and the undertaking of Hua Chiao, and a reference to “a merging branch” is a reference to one of the merging branches;
- “Nanyang” (南商) means Nanyang Commercial Bank Limited;
- “National Commercial Bank” (浙興) means The National Commercial Bank Limited, a company incorporated under national law;
- “note-issuing bank” (發鈔銀行) has the meaning assigned to it by section 2 of the Legal Tender Notes Issue Ordinance (Cap. 65);
- “Po Sang” (寶生) means Po Sang Bank Limited, which name will be changed to “Bank of China (Hong Kong) Limited” (中國銀行(香港)有限公司) at the appointed time;
- “Privacy Commissioner” (私隱專員) means the Privacy Commissioner for Personal Data established under section 5(1) of the Personal Data (Privacy) Ordinance (Cap. 486);
- “property” (財產) means property and assets of every description wheresoever situate and rights of every description (whether present or future, actual or contingent), and includes property held on trust or in a fiduciary capacity and security interests, benefits and powers of every description;
- “Registrar of Companies” (公司註冊處處長) means the Registrar of Companies appointed under section 303 of the Companies Ordinance (Cap. 32);
- “security interest” (抵押權益) includes a mortgage or charge (whether legal or equitable and including any sub-mortgage), debenture, bill of exchange, promissory note, guarantee, lien, pledge (whether actual or constructive), hypothecation, assignment by way of security, indemnity, right of set-off, flawed asset arrangement, agreement or undertaking (whether in writing or not) or other means (in each case made, granted, arising or subsisting under any applicable law) of securing payment or discharge of a debt or

“新華深圳分行”(Sin Hua Shenzhen Branch) 指——

- (a) 新華在該銀行於中華人民共和國深圳經濟特區的分行經營或由該分行所經營的業務；及
- (b) 記錄在新華的任何簿冊及紀錄內或該等簿冊及紀錄所產生的屬新華深圳分行的所有現有財產及法律責任(不論屬何性質)，以及與該財產及法律責任有關的屬新華深圳分行的其他財產及法律責任，

其範圍只限於該等業務、財產及法律責任是受香港法律管限或其移轉是受香港法律管限者，但除外財產及法律責任則除外；

“僑商”(Hua Chiao) 指華僑商業銀行有限公司；

“僑商業務”(undertaking of Hua Chiao) 指僑商的業務及所有現有財產及法律責任(不論屬何性質)，但除外財產及法律責任則除外；

“遺囑”(will) 包括遺囑更改附件及任何其他遺囑性質的文件；

“簿冊及紀錄”(books and records) 指由某人或代某人保存的不論屬何性質的文件、紀錄(包括電子紀錄)、報告、信件或登記冊，其中包括但不限於週年申報表及資產負債表，以及分類帳、日記帳、現金帳、帳簿或銀行存摺；

“寶生”(Po Sang) 指寶生銀行有限公司，該名稱將會在指定時間更改為“中國銀行(香港)有限公司”(Bank of China (Hong Kong) Limited)；

“鹽業”(Yien Yieh) 指鹽業銀行，該銀行是一間根據全國性法律成立的公司。

(2) 在“中國銀行香港分行”及“各內地成立銀行的香港分行”的定義中，凡提述分行之處，即為提述中國銀行或有關的內地成立銀行，或(視屬何情況而定)各內地成立銀行在香港經營業務的所有地方。

(3) 除非本條例其他條文有相反效力，否則本條例中凡提述任何移轉銀行、合併銀行或合併分行的財產或法律責任之處，即為提述該移轉銀行、該合併銀行或該合併分行(視屬何情況而定)當其時(不論是以受益人或任何受信人的身分)有權享有的財產或負上的法律責任，不論該等財產或法律責任位於何處或在何處產生，或該移轉銀行、該合併銀行或該合併分行能否將其移轉或轉讓，亦不論該移轉銀行、該合併銀行或該合併分行是根據香港法律或香港以外任何國家或地區或地方的法律而有權享有該等財產或負上該等法律責任。

liability (whether present or future, actual or contingent), whether or not that interest is evidenced in writing;

“Sin Hua” (新華) means Sin Hua Bank Limited, a company incorporated under national law;

“Sin Hua Shenzhen Branch” (新華深圳分行) means—

(a) the business carried on by Sin Hua in or from its branch in Shenzhen Special Economic Zone, the People’s Republic of China; and

(b) all existing property and liabilities of the Shenzhen branch of Sin Hua of whatsoever nature as recorded in or created by any of the books and records of Sin Hua and any other property and liabilities of the Shenzhen branch of Sin Hua related thereto,

to the extent that such business, property and liabilities are governed by Hong Kong law or the transfer of which is governed by Hong Kong law, other than the excluded property and liabilities;

“subsidiary” (附屬公司) has the meaning assigned to it by section 2(4) of the Companies Ordinance (Cap. 32);

“the transferring banks” (各移轉銀行) means Bank of China, the Mainland incorporated banks and Hua Chiao, and a reference to “a transferring bank” is a reference to one of the transferring banks;

“undertaking of Hua Chiao” (僑商業務) means the business and all existing property and liabilities of Hua Chiao of whatsoever nature, other than the excluded property and liabilities;

“will” (遺囑) includes a codicil and any other testamentary writing;

“Yien Yieh” (鹽業) means The Yien Yieh Commercial Bank Limited, a company incorporated under national law.

(2) Any reference in the definitions of “Bank of China Hong Kong Branch” and “the Hong Kong branches of the Mainland incorporated banks” to a branch or, as the case may be, branches is a reference to all places at which Bank of China or the relevant Mainland incorporated bank or, as the case may be, the Mainland incorporated banks carry on business in Hong Kong.

(3) Subject to any provision of this Ordinance to the contrary effect, any reference in this Ordinance to property or liabilities of a transferring bank, a merging bank or a merging branch is reference to property or liabilities to which the transferring bank, merging bank or merging branch, as the case may be, is for the time being entitled or subject (whether beneficially or in any fiduciary capacity), wherever such property or liabilities are situated or arise and whether or not capable of being transferred or assigned by the transferring bank, merging bank or merging branch, and whether the transferring bank, merging bank or merging branch is entitled to such property or subject to such liabilities under the laws of Hong Kong or under the laws of any country, territory or place outside Hong Kong.

(4) 任何政治體、法團及其他人的權利如受本條例任何條文影響，則該政治體、法團或其他人須當作於本條例中述及。

3. 公告指定時間

寶生須於憲報刊登公告，公布某一個日期及該日期當日的預期成為指定時間的某一個時間。但如因任何原因該日期及該時間結果並非指定時間，則寶生須於憲報刊登公告表明此事，並須再次於憲報刊登公告，公布另一個日期及預期成為指定時間的時間，或已成為指定時間的過去的日期及時間(視屬何情況而定)。

4. 更改名稱

(1) 在指定時間，憑藉本條例，寶生的名稱須根據本條更改為“中國銀行(香港)有限公司”(Bank of China (Hong Kong) Limited)。

(2) 寶生須在指定時間不少於 7 日前，將本條例一份文本送交公司註冊處處長。

(3) 公司註冊處處長須依據本條例，將依據第(2)款向其送交的本條例文本登記，並須在指定時間即時將寶生的新名稱記入登記冊內，以取代寶生的舊名稱，並向寶生發出關於更改名稱的公司註冊證書一份，證書上須述明寶生的新名稱。

5. 將各合併分行及某些股份轉歸寶生

(1) 在指定時間——

(a) 各合併分行憑藉本條例而無需其他作為或契據移轉及轉歸寶生，以便寶生繼承各合併分行，猶如寶生與有關移轉銀行在各方面而言在法律上均是同一人一樣；及

(b) 由中國銀行或其代名人持有的南商、集友及中銀信用卡公司的股份，憑藉本條例而無需其他作為或契據，移轉及轉歸寶生或寶生指明的代名人，以令寶生成為所有先前由中國銀行或其代名人持有的南商、集友及中銀信用卡公司的股份的實益擁有人。

(4) Any body politic or corporate and any other person or persons whose rights are affected by any of the provisions of this Ordinance shall be deemed to be mentioned herein.

3. Notice of appointed time

Po Sang shall give notice in the Gazette of the day and a time of that day expected to be the appointed time save that, in the event that such day and time proves not to be the appointed time for any reason, Po Sang shall give notice in the Gazette to that effect and shall again give notice in the Gazette of the next day and time expected to be the appointed time or, as the case may be, the day and time which was the appointed time.

4. Change of name

(1) At the appointed time, by virtue of this Ordinance the name of Po Sang shall, in accordance with this section be changed to "Bank of China (Hong Kong) Limited" (中國銀行(香港)有限公司).

(2) Not later than 7 days before the appointed time Po Sang shall deliver to the Registrar of Companies a copy of this Ordinance.

(3) The Registrar of Companies shall, pursuant to this Ordinance, register the copy of the Ordinance delivered to him pursuant to subsection (2) and at the appointed time shall enter the new name of Po Sang in the register in place of its former name and issue to Po Sang a certificate of incorporation on change of name stating Po Sang's new name.

5. Vesting of the merging branches and certain shares in Po Sang

(1) At the appointed time—

(a) the merging branches shall by virtue of this Ordinance and without further act or deed be transferred to, and vest in, Po Sang to the intent that Po Sang shall succeed to the merging branches as if in all respects Po Sang were the same person in law as the relevant transferring bank; and

(b) the shares in Nanyang, Chiyu and BOC-CC held by Bank of China or its nominees shall by virtue of this Ordinance and without further act or deed be transferred to, and vest in, Po Sang or a nominee specified by Po Sang to the intent that Po Sang shall become the beneficial owner of all the shares in Nanyang, Chiyu and BOC-CC previously held by Bank of China or its nominees.

(2) 就第(1)款提述的任何事宜而言，如移轉人並非在香港成立的公司，則就香港法律而言，第(1)款當作具有效力。

6. 發行法定貨幣紙幣

(1) 如財政司司長(取得行政長官會同行政會議的批准後)——

(a) 根據《法定貨幣紙幣發行條例》(第 65 章) 第 3(2) 條藉書面通知而授權寶生自指定時間起發行銀行紙幣；及

(b) 按照《法定貨幣紙幣發行條例》(第 65 章) 第 6 條藉憲報公告而對該條例的附表作出修訂，在該附表中廢除“1. 中國銀行。”而代以“1. 中國銀行(香港)有限公司。”，而修訂自指定時間起生效，

則中國銀行自指定時間起即不再是發鈔銀行，而寶生自指定時間起成為發鈔銀行。

(2) 如寶生按照第(1)款成為發鈔銀行，則在不影響《法定貨幣紙幣發行條例》(第 65 章)的條文下——

(a) 自指定時間起，所有在指定時間之前由中國銀行發行的法定貨幣紙幣，憑藉本條例而無需其他作為或契據，移轉及轉歸寶生，以令寶生繼承該等法定貨幣紙幣，猶如寶生與中國銀行就各方面而言在法律上均是同一人一樣；而該等法定貨幣紙幣須當作由寶生發行，自指定時間起，寶生有法律責任在持有該等法定貨幣的人在寶生的香港辦事處要求付款的情況下付款予該人；

(b) 所有中國銀行的銀行紙幣，如在指定時間之前發行即會成為中國銀行的法定貨幣紙幣，則該等法定貨幣紙幣，自指定時間起，憑藉本條例而無需其他作為或契據，移轉及轉歸寶生，以令寶生繼承該等銀行紙幣，猶如寶生與中國銀行就各方面而言在法律上均是同一人一樣；

(c) 寶生在財政司司長根據《法定貨幣紙幣發行條例》(第 65 章) 第 3(2) 條指明的任何條款及條件的規限下，自指定時間起，憑藉本條例有權以中國

(2) In relation to any matter referred to in subsection (1), where the transferor is not a company incorporated in Hong Kong, subsection (1) shall be deemed to have effect for the purposes of Hong Kong law.

6. Issue of legal tender notes

(1) Subject to the Financial Secretary (with the approval of the Chief Executive in Council)—

- (a) by notice in writing authorizing Po Sang to issue bank notes under section 3(2) of the Legal Tender Notes Issue Ordinance (Cap. 65) with effect from the appointed time; and
- (b) by notice in the Gazette amending the Schedule to the Legal Tender Notes Issue Ordinance (Cap. 65) in accordance with section 6 of that Ordinance by repealing “1. Bank of China.” from that Schedule and substituting “1. Bank of China (Hong Kong) Limited.” with effect from the appointed time,

Bank of China shall cease to be a note-issuing bank and Po Sang shall become a note-issuing bank, in each case with effect from the appointed time.

(2) Subject to Po Sang becoming a note-issuing bank in accordance with subsection (1) and without prejudice to the provisions of the Legal Tender Notes Issue Ordinance (Cap. 65)—

- (a) all legal tender notes issued by Bank of China prior to the appointed time shall at and from the appointed time by virtue of this Ordinance and without further act and deed be transferred to, and vest in, Po Sang to the intent that Po Sang shall succeed to such legal tender notes as if in all respects Po Sang were the same person in law as Bank of China, and such legal tender notes shall be deemed to have been issued by Po Sang who shall at and from the appointed time be liable to pay the bearer of such legal tender notes on demand at its office in Hong Kong;
- (b) all bank notes of Bank of China which had they been issued by Bank of China prior to the appointed time would have constituted legal tender notes of Bank of China shall at the appointed time by virtue of this Ordinance and without further act or deed be transferred to, and vest in, Po Sang to the intent that Po Sang shall succeed to such bank notes as if in all respects Po Sang were the same person in law as Bank of China;
- (c) Po Sang shall, subject to any terms and conditions specified by the Financial Secretary in accordance with section 3(2) of the Legal Tender Notes Issue Ordinance (Cap. 65), at and from the appointed time by virtue of this Ordinance have the power to produce, store, distribute and issue in the name of Bank of China bank notes using the same designs and in the same

銀行的名義印製、儲存、分發及發行銀行紙幣，但該等紙幣所採用的設計及面額，須與在緊接指定時間之前中國銀行獲授權發行的銀行紙幣的設計及面額相同；

- (d) 寶生依據 (c) 段發行的銀行紙幣，須當作為寶生發行的法定貨幣紙幣，自指定時間起，寶生有法律責任在持有任何該等法定貨幣紙幣的人在寶生的香港辦事處要求付款的情況下付款予該人；
- (e) 在財政司司長根據《法定貨幣紙幣發行條例》(第 65 章) 第 3(2) 條指明的任何條款及條件的規限下，寶生有權銷毀根據本條由寶生發行或當作由寶生發行的法定貨幣紙幣；
- (f) 自指定時間起，所有根據《外匯基金條例》(第 66 章) 第 4 條向中國銀行發出的負債證明書及所有根據該等負債證明書而欠中國銀行的債項，憑藉本條例而無需其他作為或契據，移轉及轉歸寶生，以令寶生繼承該等負債證明書及所有其下的債項，猶如寶生與中國銀行就各方面而言在法律上均是同一人一樣。

7. 信託財產及遺囑

(1) 任何財產如在緊接指定時間之前由任何合併銀行持有，不論是單獨持有或聯同其他人持有，亦不論是以信託契據、授產安排、契諾、協議或遺囑的受託人或保管受託人身分(不論原先是否如此獲得委任，亦不論是經簽署或蓋章或藉任何法庭的命令或以其他方式委任)持有，或以死者的遺囑執行人或遺產管理人的身分、或藉法庭的命令委任的司法受託人身分、或其他受信人身分持有，並憑藉本條例轉歸寶生，則自指定時間起，該財產即由寶生單獨持有或聯同上述其他人持有(視屬何情況而定)，而寶生具有有關信託所給予該合併銀行的同一身分，並擁有和受限於對該等信託適用的權力、條文及法律責任。

(2) 任何財產轉歸具有第(1)款所提述受信人身分的任何合併銀行所根據或憑藉的現有文書或法庭命令中(如屬遺囑，則包括遺囑認證的授予書)，以及訂明任何合併銀行因以該受信人身分提供服務而獲付或留存酬金的上述文書或命令的條文中，或任

- denominations as Bank of China was authorized to issue immediately prior to the appointed time;
- (d) any bank notes issued by Po Sang pursuant to paragraph (c) shall be deemed to be legal tender notes issued by Po Sang who shall at and from the appointed time be liable to pay the bearer of any such legal tender notes so issued on demand at its office in Hong Kong;
 - (e) Po Sang shall, subject to any terms and conditions specified by the Financial Secretary in accordance with section 3(2) of the Legal Tender Notes Issue Ordinance (Cap. 65), have the power to destroy any legal tender notes issued or deemed to be issued by Po Sang under this section;
 - (f) at and from the appointed time, all certificates of indebtedness issued to Bank of China under section 4 of the Exchange Fund Ordinance (Cap. 66) and all indebtedness owed to Bank of China under those certificates of indebtedness shall by virtue of this Ordinance and without further act or deed be transferred to, and vest in, Po Sang to the intent that Po Sang shall succeed to such certificates of indebtedness and all indebtedness owed under them as if in all respects Po Sang were the same person in law as Bank of China.

7. Trust property and wills

(1) Any property vested in Po Sang by virtue of this Ordinance which immediately before the appointed time was held by a merging bank, whether alone or jointly with any other person, as trustee or custodian trustee of any trust deed, settlement, covenant, agreement or will (whether originally so appointed or not, and whether appointed under hand or seal, or by order of any court or otherwise), or as executor of the will, or administrator of the estate, of a deceased person or as judicial trustee appointed by order of any court, or in any other fiduciary capacity, shall, at and from the appointed time, be held by Po Sang alone or, as the case may be, jointly with such other person, in the same capacity upon the trusts, and with and subject to the powers, provisions and liabilities, applicable thereto respectively.

(2) Any existing instrument or order of any court under or by virtue of which any property became vested in a merging bank in any such fiduciary capacity as is referred to in subsection (1) (including in the case of a will any grant of probate thereof), and any provision in such instrument or order, or any existing contract or arrangement, for the payment to, or retention by, a merging bank of remuneration for its services in any such fiduciary capacity, shall, at and from the appointed time, be construed and have effect, so far as the context permits, as if for any reference therein to the merging bank, other

何現有合約或安排中，自指定時間起，在文意許可的情況下，須在猶如提述該合併銀行之處(但不包括對該合併銀行的條款及條件或收費率的提述(不論如何措詞，亦不論是明訂或隱含))，以提述寶生取代的情況下解釋和具有效力，但本款並不阻止寶生按照有關文書或命令的條款而更改應予支付的酬金或收費率。

(3) 在指定時間前訂立但在指定時間前未在香港申領遺囑認證的遺囑，以及在指定時間或之後訂立的遺囑，如委任任何合併銀行以受託人的身分作為財產的執行人、受託人或收受人，則自指定時間起該遺囑須在猶如其中提述該銀行為該執行人、受託人或收受人或其他與該委任有關之處(但不包括對該銀行的條款及條件或收費率的提述(不論如何措詞，亦不論是明訂或隱含))，以提述寶生取代的情況下解釋和具有效力。

(4) 任何遺囑性質的饋贈均不得僅因本條例任何條文的施行而廢止。

8. 補充條文

在不影響本條例其他條文的一般性原則下，除非本條例其他條文有相反效力，否則本條下述條文具有效力——

- (a) 任何合併銀行(不論單獨或聯同其他人，亦不論以主事人或代理人的身分或是否以書面形式)訂立、參與訂定、接獲、發出或被指明為收件人的所有現有合約、協議、保險單、認購權文件、約務更替文件、證明書、裁決、批地文件、轉易書、契據、租契、特許、通知、許可證、擔保、授予抵押權益或包括抵押權益的文件、債權證明書、彌償、委託、指示及其他文書及承諾，自指定時間起，猶如是以下情況而解釋和具有效力——
- (i) 當事一方為寶生，而非該合併銀行；
 - (ii) 凡提述該合併銀行之處(不論如何措詞，亦不論是明訂或隱含)，就須在指定時間或之後辦理的事情而言，均以提述寶生取代；
 - (iii) 凡提述該合併銀行的董事或任何一名董事、高級人員或僱員之處(不論如何措詞，亦不論是明訂或隱含)，就須在指定時間或之後辦理的事情而言，即為提述寶生的董事，或寶生為該目的而委任的

than a reference (however worded and whether express or implied) to terms and conditions of, or to a scale of fees of, the merging bank, there were substituted a reference to Po Sang provided always that this subsection shall not prevent Po Sang from varying the remuneration or scale of fees payable in accordance with the terms of the relevant instrument or order.

(3) Any will made before the appointed time which has not been proved in Hong Kong before the appointed time, and any will made at or after the appointed time, being a will which appoints a merging bank to be an executor, trustee or recipient of any property as trustee, shall, at and from the appointed time, be construed and have effect as if for any reference therein to such bank as such executor, trustee or recipient or otherwise in connection with such appointment, not being a reference (however worded and whether express or implied) to terms and conditions of, or to a scale of fees of, such bank, there were substituted a reference to Po Sang.

(4) No testamentary gift shall be deemed by reason only of the operation of any of the provisions of this Ordinance.

8. Supplementary provisions

Without prejudice to the generality of any other provision of this Ordinance but subject to any provision of this Ordinance to the contrary effect, the following provisions of this section shall have effect—

(a) All existing contracts, agreements, insurance policies, options, novations, certificates, awards, land grants, conveyances, deeds, leases, licences, notices, permits, guarantees, documents granting or comprising any security interest, bonds, indemnities, mandates, instructions and other instruments and undertakings entered into by, made with, given to or by or addressed to a merging bank (whether alone or with any other person and whether as principal or agent and whether in writing or not) shall be construed and have effect at and from the appointed time as if—

- (i) Po Sang had been a party thereto instead of such bank;
- (ii) for any reference (however worded and whether express or implied) to such bank there were substituted, as respects anything falling to be done at or after the appointed time, a reference to Po Sang;
- (iii) any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of such bank were, as respects anything falling to be done at or after the appointed time, a reference to the directors of Po Sang or, as the case may require, to such director, officer or employee of Po Sang as Po Sang may

董事、高級人員或僱員(視情況所需而定),或如無上述委任,則為身分與首述的董事、高級人員或僱員最為接近的寶生董事、高級人員或僱員:

但本段不適用於合併協議或任何說明是依據合併協議訂立的任何協議或補充協議。

- (b) 除第 6 及 20 條另有規定外, (a)(ii) 段適用於法定條文、任何合併銀行並非立約一方的現有合約的條文, 以及其他現有文件(合約及遺囑除外)的條文, 一如該等條文適用於該段所適用的合約。
- (c) 任何合併銀行與客戶之間的任何帳戶, 須在指定時間移轉予寶生, 並成為寶生與該客戶之間的帳戶, 規限該帳戶的條件及附帶條件與先前的相同; 就所有目的而言, 每一該等帳戶須當作為並未間斷的同一帳戶:
但本條例並不影響寶生或任何客戶更改持有帳戶的條件或附帶條件的權利。
- (d) 向任何合併銀行或由任何合併銀行發出的(不論是單獨或與另一人共同接獲或發出)現有指示、命令、指令、委託、授權書、授權、承諾或同意(不論是否以書面作出, 亦不論是否與帳戶有關), 自指定時間起, 猶如是向寶生或由寶生發出, 或向寶生連同該另一人發出(視屬何情況而定)而適用和具有效力。
- (e) 要求任何合併銀行兌現的或由任何合併銀行接獲、承兌或背書的、又或須於該合併銀行的任何營業地點支付的可流轉票據或付款指令票據, 無論是在指定時間或在指定時間之前或之後要求該合併銀行兌現、在指定時間或在指定時間之前或之後由該合併銀行接獲、承兌或背書, 自指定時間起, 均在猶如已要求寶生兌現, 或已由寶生接獲、承兌或背書, 又或須於寶生的同一營業地點支付的情況下, 具有同樣效力。
- (f) 任何合併銀行以受託人身分對任何文件、紀錄、貨物或其他物件的保管, 須在指定時間移交寶生, 而該合併銀行根據關乎上述文件、紀錄、貨物或物件的委託保管合約而具有的權利及義務, 須在該時間成為寶生的權利及義務。

appoint for that purpose or, in default of appointment, to the director, officer or employee of Po Sang who corresponds as nearly as may be to the first-mentioned director, officer or employee:

Provided that this paragraph shall not apply to the merger agreement or any agreement expressed to be made pursuant or supplemented thereto.

- (b) Paragraph (a)(ii) shall, subject to the provisions of sections 6 and 20, apply to any statutory provision, to any provision of any existing contract to which a merging bank was not a party and to any provision of any other existing document (not being a contract or a will) as they apply to a contract to which that paragraph applies.
- (c) Any account between a merging bank and a customer shall, at the appointed time, be transferred to Po Sang and become an account between Po Sang and such customer subject to the same conditions and incidents as theretofore; and each such account shall be deemed for all purposes to be a single continuing account:

Provided that nothing in this Ordinance shall affect any right of Po Sang or of any customer to vary the conditions or incidents subject to which any account is kept.

- (d) Any existing instruction, order, direction, mandate, power of attorney, authority, undertaking or consent (whether in writing or not and whether or not in relation to an account) given to or by a merging bank, either alone or jointly with another person, shall apply and have effect, at and from the appointed time, as if given to or by Po Sang or, as the case may be, to Po Sang jointly with such other person.
- (e) Any negotiable instrument or order for payment of money drawn on, or given to, or accepted or endorsed by, a merging bank, or payable at any place of business of a merging bank, whether so drawn, given, accepted or endorsed before, at or after the appointed time, shall have the same effect at and from the appointed time, as if it had been drawn on, or given to, or accepted or endorsed by Po Sang, or were payable at the same place of business of Po Sang.
- (f) The custody of any document or record, goods or other thing held by a merging bank as bailee shall pass to Po Sang at the appointed time, and the rights and obligations of the merging bank under any contract of bailment relating to any such document or record, goods or thing shall at that time become rights and obligations of Po Sang.

- (g) (i) 在緊接指定時間之前，由任何合併銀行或任何合併銀行的代名人、代理人或受託人持有而用作保證就任何法律責任付款或解除任何法律責任的抵押權益，自指定時間起，須由寶生持有、或由上述代名人、代理人或受託人(視情況所需而定)為寶生持有，並須供寶生(不論是為其本身的利益，或是為其他人的利益(視屬何情況而定))用作保證就該法律責任付款或解除該法律責任的抵押權益。
- (ii) 就按照本條例的條文轉歸寶生的抵押權益及以其作為保證的法律責任而言，寶生所享有的權利及優先權，以及規限寶生的義務及附帶條件，與有關的合併銀行如繼續持有該抵押權益本來會享有的權利及優先權及本來會規限該有關的合併銀行的義務及附帶條件一樣。
- (iii) 在不影響第(ii)節的一般性的原則下，如某一合併銀行與寶生之間或兩間合併銀行之間，有任何現有法律責任存續，而任何合併銀行或寶生，或兩者之一的代名人、代理人或受託人就該法律責任持有抵押權益，則為強制執行或將該抵押權益變現的目的，即使各合併分行轉歸寶生，該法律責任仍須當作繼續有效。
- (iv) 第(i)、(ii)或(iii)節所提述並擴及適用於未來貸款或法律責任的抵押權益，自指定時間起，須由寶生(不論是為其本身的利益，或是為其他人的利益(視屬何情況而定))作為保證未來貸款及法律責任獲得償付或解除的抵押權益，其可供使用的範圍及方式，在各方面而言均與在緊接該時間之前，其作為保證任何合併銀行的未來貸款獲得償付或法律責任獲得解除的抵押權益一樣。
- (v) 即使有第(i)節的規定，如任何抵押權益在緊接指定時間之前，不會供寶生用作保證就任何對其負有的法律責任付款或解除該法律責任，或不會供任何合併銀行用作保證就任何對其負有的法律責任付款或解除該法律責任，則該抵押權益不得憑藉本條例自指定時間起成為可供寶生就該法律責任用作保證，但如——

- (g) (i) Any security interest held immediately before the appointed time by a merging bank, or by a nominee or agent of or trustee for a merging bank, as security for the payment or discharge of any liability shall, at and from the appointed time, be held by, or, as the case may require, by that nominee, agent or trustee for, Po Sang, and be available to Po Sang (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of that liability.
- (ii) In relation to any security interest vested in Po Sang in accordance with the provisions of this Ordinance and any liabilities thereby secured, Po Sang shall be entitled to the rights and priorities and be subject to the obligations and incidents to which the merging bank in question would have been entitled and subject if it had continued to hold the security interest.
- (iii) Without prejudice to the generality of subparagraph (ii), in any case where any existing liability subsists between a merging bank and Po Sang or between 2 merging banks, in respect of which a merging bank or Po Sang, or a nominee or agent of or trustee for a merging bank or Po Sang holds a security interest, that liability shall, for the purpose of enforcing or realizing that security interest, be deemed to continue in effect notwithstanding the vesting of the merging branches in Po Sang.
- (iv) Any security interest referred to in subparagraph (i), (ii) or (iii) and which extends to future advances or liabilities shall, at and from the appointed time, be available to Po Sang (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of future advances and liabilities to the same extent and in the same manner in all respects as future advances by, or liabilities to, a merging bank were secured thereby immediately before that time.
- (v) Notwithstanding subparagraph (i), where immediately before the appointed time any security interest would not be available to Po Sang as security for the payment or discharge of any liability owing to it, or to any merging bank as security for the payment or discharge of any liability owing to it, such security interest shall not become available to Po Sang as security for such liability at and from the appointed time by virtue of this Ordinance, unless—

- (A) 該抵押權益的條款另有明文規定；
 - (B) 寶生取得授予該抵押權益的人的書面同意；或
 - (C) 該抵押權益是根據一般法律產生的，
則屬例外。
- (vi) 即使有第 (ii) 節的規定，如寶生在緊接指定時間之前不會就任何對其負有的法律責任享有在當時存在的抵押權益所關乎的權利及優先權，或任何合併銀行在緊接指定時間之前不會就任何對其負有的法律責任享有在當時存在的抵押權益所關乎的權利及優先權，則寶生不得憑藉本條例自指定時間起就該法律責任享有該等權利及優先權，但如——
- (A) 該抵押權益的條款另有明文規定；
 - (B) 寶生取得授予該抵押權益的人的書面同意；或
 - (C) 該抵押權益是根據一般法律產生的，
則屬例外。
- (h) (i) 任何合併銀行的權利或法律責任，如憑藉本條例而成為寶生的權利或法律責任，則自指定時間起，寶生及所有其他人即具有同樣的權利、權力及補救(尤其是提出法律程序，或在法律程序中抗辯，或向任何主管當局提出或反對申請的同樣的權利及權力)，以便確定、完成或強制執行該權利或法律責任，猶如該權利或法律責任在任何時候均屬寶生一樣；而由任何合併銀行提出或針對任何合併銀行向主管當局提出、並在緊接指定時間之前存在或待決的法律程序，或由任何合併銀行提出或針對任何合併銀行向主管當局提出、並在緊接指定時間之前存在或待決的申請，均可由寶生繼續進行，或可繼續針對寶生進行。
- (ii) 如任何合併銀行是仲裁程序的一方，而該有關合併銀行的權利或法律責任，在指定時間之前已屬該仲裁程序的有關事宜，則自指定時間起，寶生即自動取代該合併銀行成為該仲裁程序的一方，而無需任何其他一方或仲裁員的同意。
- (i) 裁定任何合併銀行勝訴或敗訴的任何判決或裁決，如在指定時間之前仍未獲完全履行，則自指定時間起，在可由或可針對該合併銀行強制執行的範圍內，須成為可由或可針對寶生強制執行。

- (A) the terms of such security interest expressly provide otherwise;
 - (B) Po Sang obtains the written consent of the person or persons who granted such security interest; or
 - (C) such security interest arises at general law.
- (vi) Notwithstanding subparagraph (ii), where immediately before the appointed time, Po Sang would not, in respect of any liability owing to it, be entitled to the rights and priorities in relation to any security interest then in existence, or any merging bank would not, in respect of any liability owing to it, be entitled to the rights and priorities in relation to any security interest then in existence, Po Sang shall not, in respect of such liability, be entitled to such rights and priorities at and from the appointed time by virtue of this ordinance, unless—
- (A) the terms of such security interest expressly provide otherwise;
 - (B) Po Sang obtains the written consent of the person or persons who granted such security interest; or
 - (C) such security interest arises at general law.
- (h) (i) Where by virtue of this Ordinance any right or liability of a merging bank is deemed to become a right or liability of Po Sang, Po Sang and all other persons shall, at and from the appointed time, have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing that right or liability as if it had at all times been a right or liability of Po Sang; and any legal proceedings or application to any authority existing or pending immediately before the appointed time by or against a merging bank may be continued by or against Po Sang.
- (ii) Where any right or liability of a merging bank was before the appointed time the subject of arbitral proceedings to which the relevant merging bank was a party, Po Sang shall at and from the appointed time automatically be substituted for such bank as a party to those proceedings, without the need for consent from any other party or from the arbitrator.
- (i) Any judgment or award obtained by or against a merging bank and not fully satisfied before the appointed time shall from that time, to the extent to which it is enforceable by or against such bank, become enforceable by or against Po Sang.

- (j) 自指定時間起，任何適用於任何合併銀行的法庭命令即適用於寶生而非該合併銀行。
- (k) 本條例不得終止或損及在指定時間之前由任何合併銀行單獨或聯同他人委任的接管人或接管人兼管理人的委任、權限、權利或權力。
- (l) 如私隱專員本可就任何合併銀行違反或被指稱違反《個人資料(私隱)條例》(第 486 章) 或保障資料原則一事而在緊接指定時間之前根據該條例就該合併銀行行使任何權力，則自指定時間起，他可就寶生行使該權力；但根據本條例將各合併分行移轉予及轉歸寶生，以及因預期或由於進行上述移轉及轉歸而向寶生所作出的任何信息披露，並不屬違反任何合併銀行在緊接指定時間之前所負有的保密責任，而寶生或任何合併銀行亦不屬違反《個人資料(私隱)條例》(第 486 章) 或保障資料原則。

9. 寶生及各合併銀行的會計處理

(1) 不論其他條例有任何條文，憑藉本條例，自指定時間起，就各合併銀行及寶生各自的財政年度而編製每間合併銀行及寶生的資產負債表及損益表時，如指定時間是在該財政年度內，則就各方面而言，該等報表須在猶如各合併分行及南商、集友及中銀信用卡公司的股份已在該財政年度的第一天依據第 5 條轉歸寶生的情況下編製。

(2) 在不影響第 (1) 款的一般性的原則下，各合併銀行在包括有指定時間在內的財政年度開始後取得的任何盈利或蒙受的任何虧損，自指定時間起，憑藉本條例就所有目的而言，均視為寶生的盈利或虧損(視屬何情況而定)。

(3) 就第 (1) 款而言，“各合併銀行”(merging banks) 指並沒有將除外財產及法律責任摒除的各合併銀行。

- (j) Any court order which applies to a merging bank shall from the appointed time apply to Po Sang instead of to such bank.
- (k) Nothing in this Ordinance shall terminate or prejudicially affect the appointment, authority, rights or powers of any receiver or of any receiver and manager appointed by a merging bank, whether alone or with others, before the appointed time.
- (l) The Privacy Commissioner may, at and from the appointed time, exercise in respect of Po Sang any power under the Personal Data (Privacy) Ordinance (Cap. 486) which he could have immediately before the appointed time exercised in respect of a merging bank in respect of a breach or alleged breach by the merging bank of that Ordinance or the data protection principles; but the transfer to, and vesting in, Po Sang by this Ordinance of the merging branches, and any disclosure to Po Sang of any information in contemplation or as a result thereof, shall not amount to a breach of any duty of confidentiality to which a merging bank is subject immediately before the appointed time or to a contravention by Po Sang or a merging bank of the Personal Data (Privacy) Ordinance (Cap. 486) or the data protection principles.

9. Accounting treatment of Po Sang and the merging banks

(1) At and from the appointed time, by virtue of this Ordinance and notwithstanding the provisions of any other Ordinance, the balance sheets and profit and loss accounts of the merging banks and Po Sang for the financial year of each of the merging banks and Po Sang in which the appointed time falls shall be prepared in all respects as if the merging branches, and the shares in Nanyang, Chiyu and BOC-CC, had vested in Po Sang pursuant to section 5 on the first day of such financial year.

(2) Without prejudice to the generality of subsection (1), any profits or losses of the merging banks earned or incurred after the beginning of the financial year of the merging banks in which the appointed time shall occur, shall at and from the appointed time, by virtue of this Ordinance, be treated for all purposes as profits or, as the case may be, losses, of Po Sang.

(3) For the purposes of subsection (1), "merging banks" (各合併銀行) means the merging banks without the exclusion of any excluded property and liabilities.

10. 課稅及稅務事宜

(1) 就《稅務條例》(第 112 章) 而言，自指定時間起，寶生須視作猶如是各合併銀行的延續並在法律上與各合併銀行均是同一人一樣。

(2) 據此(並在不影響第(1)款的一般性的原則下)——

(a) 任何財產或法律責任憑藉本條例轉歸寶生，就《稅務條例》(第 112 章) 的任何目的而言，並不構成出售或以其他方式處置該財產或法律責任，亦不構成對該財產或法律責任的性質的改變；

(b) 各合併銀行蒙受的虧損總額，如在其上一個完整財政年度結束時，就《稅務條例》(第 112 章) 第 19C 條而本可結轉但並未結轉及未以各合併銀行的應評稅利潤抵銷，則該虧損總額即當作寶生的虧損；據此就該條例而言，該虧損總額可供以寶生的應評稅利潤(或寶生在其作為合伙人的合伙的應評稅利潤中所佔的份額) 抵銷。

(3) 如各合併銀行的利潤或虧損按照第 9(2) 條而視作寶生的利潤或虧損，則——

(a) 根據《稅務條例》(第 112 章) 第 IV 部就任何課稅年度計算各合併銀行的應課稅利潤或虧損時，上述各合併銀行的利潤或虧損無須計算在內；及

(b) 根據《稅務條例》(第 112 章) 第 IV 部就評稅基期內包括有指定時間在內的課稅年度計算寶生的應課稅利潤或虧損時，上述各合併銀行的利潤或虧損須計算在內。

(4) 就本條而言，“各合併銀行”(merging banks) 指各合併銀行，但不包括省行深圳分行及新華深圳分行。

11. 僱傭合約

(1) 第 8(a) 條適用於任何合併銀行聘用任何人的僱傭合約；而根據該合約受僱於任何合併銀行及寶生，就所有目的而言，須當作連續受僱於同一僱主。

10. Taxation and revenue matters

(1) For the purposes of the Inland Revenue Ordinance (Cap. 112), at and from the appointed time Po Sang shall be treated as if it were the continuation of and the same person in law as the merging banks.

(2) Accordingly (and without affecting the generality of subsection (1))—

(a) a vesting in Po Sang of any property or liabilities by virtue of this Ordinance does not constitute a sale or other disposal of or a change in the nature of that property or the liability for any purpose under the Inland Revenue Ordinance (Cap. 112);

(b) the aggregate amount of any losses sustained by the merging banks which are capable of but have not been carried forward and set off against assessable profits of the merging banks for the purposes of section 19C of the Inland Revenue Ordinance (Cap. 112) as at the end of the last complete financial year of the merging banks are deemed to be losses of Po Sang and, accordingly, available for set off against the assessable profits of Po Sang (or Po Sang's share of assessable profits of a partnership in which it is a partner) for the purposes of that Ordinance.

(3) The profits or losses of the merging banks treated as profits or losses of Po Sang in accordance with section 9(2)—

(a) shall not be taken into account for the purpose of computing the profits or losses of the merging banks which are chargeable to tax under Part IV of the Inland Revenue Ordinance (Cap. 112) for any year of assessment; and

(b) shall be taken into account for the purpose of computing the profits or losses of Po Sang which are chargeable to tax under Part IV of the Inland Revenue Ordinance (Cap. 112) for the year of assessment the basis period for which includes the appointed time.

(4) For the purposes of this section, "merging banks" (各合併銀行) means the merging banks excluding Kwangtung Shenzhen Branch and Sin Hua Shenzhen Branch.

11. Contracts of employment

(1) Section 8(a) shall apply to a contract for the employment of any person by a merging bank and employment with a merging bank and Po Sang under any such contract shall be deemed for all purposes to be a single continuing employment.

(2) 任何移轉銀行的董事、秘書或核數師，不得僅憑藉本條例而成為寶生的董事、秘書或核數師(視屬何情況而定)。

12. 公積金及酬金利益

(1) 構成或關乎為各合併銀行僱員的利益而設立的公積金計劃及各合併銀行須支付的酬金利益的契據及規則，自指定時間起，在文意許可的範圍內，須在猶如該等契據及規則內任何提述各合併銀行之處均以寶生取代的情況下解釋和具有效力。

(2) 憑藉本條例而成為寶生高級人員或僱員的任何合併銀行的高級人員或僱員，不得憑藉本條例而有權參加寶生的任何公積金或享有寶生支付的酬金利益，而寶生的現有高級人員或僱員，亦不得僅憑藉本條例而有權參加各合併銀行的任何公積金或享有各合併銀行支付的酬金利益。

13. 對禁止合併的寬免

(1) 在寶生、任何移轉銀行、南商、集友或中銀信用卡公司或上述任何銀行或公司各自的附屬公司是立約一方的合約或其他文件內，如載有禁止本條例所提述的交易(包括但不限於將各合併分行移轉及轉歸寶生)，或具禁止上述交易的效力的條文，則該條文藉本條例而當作已被免去。

(2) 在寶生、任何移轉銀行、南商、集友或中銀信用卡公司或上述任何銀行或公司各自的附屬公司是立約一方的合約或其他文件內，如載有條文，表明本條例所提述的交易(包括但不限於將各合併分行移轉及轉歸寶生)會引致出現違約或失責，或當作出現違約或失責，則該條文藉本條例而當作已被免去。

14. 證據：簿冊及文件

(1) 凡簿冊及其他文件如在指定時間之前本會就任何事宜作為對任何合併銀行有利或不利的證據者，則就同一事宜而言，可接納為對寶生有利或不利的證據。

(2) 在本條中，“文件”(documents)的涵義與《證據條例》(第8章)第46條中該詞的涵義相同。

(2) No director, secretary or auditor of a transferring bank shall by virtue only of this Ordinance become a director, secretary or auditor, as the case may be, of Po Sang.

12. Provident funds and gratuity benefits

(1) The deeds and rules constituting or relating to the provident fund schemes established for the benefit of employees of the merging banks and the gratuity benefits payable by the merging banks shall, at and from the appointed time, be construed and have effect, so far as the context permits, as if for any reference therein to the merging banks there were substituted a reference to Po Sang.

(2) No officer or employee of a merging bank who becomes an officer or employee of Po Sang by virtue of this Ordinance shall, by virtue of this Ordinance, be entitled to participate in any provident fund of or gratuity benefits payable by Po Sang, and no existing officer or employee of Po Sang shall, by virtue only of this Ordinance, be entitled to participate in any provident fund of or gratuity benefits payable by the merging banks.

13. Waiver of prohibition of merger

(1) Any provision contained in any contract or other document to which one of Po Sang, a transferring bank, Nanyang, Chiyu or BOC-CC or any of their respective subsidiaries is a party and which prohibits or has the effect of prohibiting the transactions referred to in this Ordinance, including but not limited to the transfer and vesting of the merging branches in Po Sang, shall be deemed by this Ordinance to have been waived.

(2) Any provision contained in any contract or other document to the effect that a breach of contract or a default shall occur or be deemed to occur as a result of the transactions referred to in this Ordinance, including but not limited to the transfer and vesting of the merging branches in Po Sang, and to which one of Po Sang, a transferring bank, Nanyang, Chiyu or BOC-CC or any of their respective subsidiaries is a party shall be deemed by this Ordinance to have been waived.

14. Evidence: books and documents

(1) All books and other documents which would, before the appointed time, have been evidence in respect of any matter for or against a merging bank shall be admissible in evidence in respect of the same matter for or against Po Sang.

(2) In this section, "documents" (文件) has the same meaning as in section 46 of the Evidence Ordinance (Cap. 8).

15. 《證據條例》(第 8 章) 第 III 部

(1) 自指定時間起，《證據條例》(第 8 章) 第 III 部適用於憑藉本條例轉歸寶生的各合併銀行的銀行紀錄，亦適用於在指定時間之前已列入該等紀錄內的記項，猶如該等紀錄是寶生的紀錄一樣。

(2) 就《證據條例》(第 8 章) 第 20 條而言，凡銀行紀錄憑藉本條例當作已成為寶生的銀行紀錄，而其內有任何記項看來是在指定時間之前列入者，則該等紀錄須當作為在列入該記項時屬寶生的普通銀行紀錄，而任何該等記項須當作為在慣常及通常業務運作中列入者。

(3) 就《證據條例》(第 8 章) 第 40 及 41 條而言，先前由各合併銀行保管或控制的文件，均憑藉本條例當作為先前由寶生保管或控制的文件。

(4) 在本條中，“銀行紀錄”(banker's records) 一詞須按照《證據條例》(第 8 章) 第 2 條解釋。

16. 轉歸的證據

(1) 就所有目的而言，出示本條例的政府印務局文本，即為各合併分行按照本條例的條文轉歸或當作轉歸寶生，及南商、集友及中銀信用卡公司的股份按照本條例的條文轉歸寶生或其代名人的不可推翻的證據。

(2) 在不損害第(1)款的一般性的原則下——

(a) 本條例的政府印務局文本連同刊登指定時間公告的證據——

(i) 就憑藉本條例移轉和轉歸寶生的註冊證券並就所有目的而言，均具有就該等註冊證券由各合併銀行移轉予寶生而妥為簽立的移轉文書的效用；

(ii) 在連同有依據第 2(1) 條中“除外財產及法律責任”的定義中(e)段而作出的決議的核證副本的情況下，即為該決議內提及的財產或法律責任屬除外財產及法律責任的充分證據；

(b) 任何契據或其他文件如在指定時間或之後訂立或簽立，而寶生或任何合併銀行藉該文件而單獨或聯同其他人，將任何合併銀行在緊接指定時間

15. Part III of Evidence Ordinance (Cap. 8)

(1) At and from the appointed time Part III of the Evidence Ordinance (Cap. 8) shall apply to the banker's records of the merging banks vested in Po Sang by virtue of this Ordinance, and to entries made in those records before the appointed time, as if such records were the records of Po Sang.

(2) For the purposes of section 20 of the Evidence Ordinance (Cap. 8), banker's records which are deemed to have become the banker's records of Po Sang by virtue of this Ordinance shall be deemed to have been the ordinary banker's records of Po Sang at the time of the making of any entry therein which purports to have been made before the appointed time, and any such entry shall be deemed to have been made in the usual and ordinary course of business.

(3) For the purposes of sections 40 and 41 of the Evidence Ordinance (Cap. 8), documents previously in the custody or control of the merging banks shall by virtue of this Ordinance be deemed to be documents previously in the custody or control of Po Sang.

(4) In this section, "banker's records" (銀行紀錄) shall be construed in accordance with section 2 of the Evidence Ordinance (Cap. 8).

16. Evidence of vesting

(1) The production of a Government Printer's copy of this Ordinance shall, for all purposes, be conclusive evidence of the vesting or deemed vesting of the merging branches in Po Sang and the vesting of the shares in Nanyang, Chiyu and BOC-CC in Po Sang or its nominee in accordance with the provisions of this Ordinance.

(2) Without prejudice to the generality of subsection (1)—

- (a) a Government Printer's copy of this Ordinance, together with such evidence of publication of notice of the appointed time—
- (i) shall, in relation to any registered securities transferred to, and vested in Po Sang by virtue of this Ordinance, operate for all purposes as a duly executed instrument of transfer in respect of the transfer of such registered securities from the merging banks to Po Sang;
 - (ii) shall, together with a certified copy of any resolution made pursuant to paragraph (e) of the definition of "excluded property and liabilities" in section 2(1), be sufficient evidence that the property or liabilities mentioned within such a resolution are excluded property and liabilities;
- (b) any deed or other document made or executed at or after the appointed time, whereby Po Sang or a merging bank, whether alone or jointly with any other person, conveys or transfers, or

之前單獨或聯同其他人持有的財產轉易或移轉予任何人(不論是否為代價而作出),或其意是將該財產轉易或移轉予任何人(不論是否為代價而作出)或藉該文件單獨或聯同其他人申請註冊為該財產的持有人或所有人,則上述契據或文件即為各合併銀行就該財產所佔的權益根據本條例轉歸寶生的充分證據;

- (c) 自指定時間起,寶生或任何合併銀行如有其他交易或看來是交易的交易,而其所涉及或關乎的財產或法律責任在緊接該時間之前屬各合併銀行所有的財產或法律責任,則為交易的其他一方或透過或藉着該一方提出申索的人的利益起見,寶生須當作有全面的權力及權限進行該宗交易,猶如該等財產或法律責任已根據本條例轉歸寶生一樣;
- (d) 由寶生或代表寶生在指定時間或之後的任何時候發出的證明書,證明其內所指明的財產或法律責任(該財產或法律責任在緊接指定時間之前為任何合併銀行的財產或法律責任)根據本條例在如此指明的日期是轉歸或不轉歸(視屬何情況而定)寶生者,則就所有目的而言均為其所證明事實的不可推翻的證據;
- (e) (c)及(d)段並不影響寶生及各合併銀行就或看來已就其中一方在涉及或關乎任何財產或法律責任所作出的任何事情,對另一方所負的法律責任;及
- (f) 在本款中——

“註冊證券”(registered securities)指股份、股額、債權證、貸款、債權證明書、單位信託計劃中的單位或受該項計劃信託所規限的投資的其他股份,以及其他各類可移轉而持有人是名列登記冊(不論登記冊是否在香港備存)的證券;

“轉易”(convey)包括按揭、押記、租賃、允許、藉轉歸聲明或轉歸文書而作出的轉歸、卸棄、讓予或其他方式的轉易。

(3) 寶生須就各合併銀行的有關財產轉歸寶生一事,將本條例的政府印務局文本在土地註冊處登記,或安排將該文本在土地註冊處登記。

(4) 本條不適用於第 17 條適用範圍內的財產。

purports to convey or transfer, to any person (whether for consideration or not), or applies to be registered as the holder or proprietor of, any property held by a merging bank immediately before the appointed time, whether alone or jointly with any other person, shall be sufficient evidence that the interest of the merging banks in that property is vested in Po Sang under this Ordinance;

- (c) where there is any other transaction or purported transaction by Po Sang or a merging bank at or after the appointed time in connection with, or in relation to, any property or liabilities which are property or liabilities of the merging banks immediately before that time, it shall be deemed in favour of any other party to the transaction, or any person claiming through or under him, that Po Sang has full power and authority for that transaction as if the property or liabilities were vested in it under this Ordinance;
- (d) a certificate given by or on behalf of Po Sang at any time at or after the appointed time that any property or liabilities specified in the certificate (which property or liabilities immediately before the appointed time are property or liabilities of a merging bank) are or, as the case may be, are not at the date so specified vested in Po Sang under this Ordinance, shall be conclusive evidence for all purposes of the fact so certified;
- (e) nothing in paragraphs (c) and (d) shall affect the liability of Po Sang and the merging banks to each other in respect of anything done, or purporting to have been done, by either of them in connection with, or in relation to, any property or liabilities; and
- (f) in this subsection—
 - “convey” (轉易) includes mortgage, charge, lease, assent, vest by way of vesting declaration or vesting instrument, disclaimer, release or otherwise assure;
 - “registered securities” (註冊證券) means shares, stocks, debentures, loans, bonds, units of a unit trust scheme or other shares of the investments subject to the trusts of such a scheme, and other securities of any description which are transferable and the holders of which are entered in a register (whether maintained in Hong Kong or not).

(3) Po Sang shall register or cause to be registered in the Land Registry a Government Printer's copy of this Ordinance in respect of the vesting of the relevant property of the merging banks in Po Sang.

(4) Nothing in this section applies to any property falling within section 17.

17. 受香港法律以外的規定所管限的移轉

(1) 屬任何合併分行組成部分的財產的移轉及轉歸如是受香港法律以外的規定所管限，則倘若寶生提出要求，有關移轉銀行須在指定時間之後，在切實可行範圍內，盡快採取一切必要步驟，以確保該財產有效地移轉及轉歸寶生；而在作出移轉或轉歸之前，有關移轉銀行須以受託人身分為寶生持有該財產。

(2) 南商、集友及中銀信用卡公司的股份的移轉及轉歸如是受香港法律以外的規定所管限，則倘若寶生提出要求，該等股份的擁有人須在指定時間之後，在切實可行範圍內，盡快採取一切必要步驟，以確保該等股份有效地移轉及轉歸寶生或其代名人；而在作出移轉或轉歸之前，該等股份的擁有人須以受託人身分為寶生或其代名人持有該等股份。

18. 土地權益

(1) 土地權益憑藉本條例轉歸或當作轉歸寶生一事——

- (a) 就《業主與租客(綜合)條例》(第 7 章)第 53(4)(a) 或 (7)(a)、119E(2) 或 119H(1)(a) 條而言，並不構成該權益的取得、處置、轉讓、移轉或放棄管有該權益；或
- (b) 就《業主與租客(綜合)條例》(第 7 章)第 6(1)(b) 條而言，並不構成該權益的轉讓或分租或該權益的轉讓協議或分租協議；或
- (c) 就關乎該權益或影響該權益的文書所載的條文而言，並不構成對該權益作出轉讓、移轉、轉予、放棄管有、作出處理或其他產權處置；或
- (d) 不屬違反禁止讓與的契諾或條件；或
- (e) 並不導致任何權利的喪失、亦不引致損害賠償或其他訴訟行動；或
- (f) 並不令任何合約或抵押權益失效或獲得解除；或
- (g) 並無將租賃權益併入其預期的復歸權的效用；或
- (h) 並不終絕、影響、更改、縮減或延遲該權益的優先權，不論該優先權是根據《土地註冊條例》(第 128 章)、普通法或衡平法而存在的。

**17. Transfers governed otherwise than
by laws of Hong Kong**

(1) Where the transfer and vesting of any property forming part of a merging branch is governed otherwise than by the laws of Hong Kong, the transferring bank in question shall, if Po Sang so requires, as soon as is practicable after the appointed time, take all necessary steps for the purpose of securing the effective transfer and vesting thereof to and in Po Sang and, pending such transfer or vesting, shall hold such property in trust for Po Sang.

(2) Where the transfer and vesting of the shares in Nanyang, Chiyu and BOC-CC is governed otherwise than by the laws of Hong Kong, the owner of such shares shall, if Po Sang so requires, as soon as is practicable after the appointed time, take all necessary steps for the purpose of securing the effective transfer and vesting thereof to and in Po Sang or its nominee and, pending such transfer or vesting, shall hold such shares on trust for Po Sang or its nominee.

18. Interests in land

(1) The vesting and deemed vesting in Po Sang of an interest in land by virtue of this Ordinance shall not—

- (a) constitute an acquisition, disposal, assignment, transfer or parting with possession of that interest for the purposes of section 53(4)(a) or (7)(a), 119E(2) or 119H(1)(a) of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7); or
- (b) constitute an assignment or underlease of, or an agreement to assign or underlet, that interest for the purposes of section 6(1)(b) of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7); or
- (c) constitute an assignment, transfer, devolution, parting with possession, dealing with or other disposition of that interest for the purposes of any provision contained in any instrument concerning or affecting that interest; or
- (d) operate as a breach of covenant or condition against alienation; or
- (e) give rise to any forfeiture, damages or other right of action; or
- (f) invalidate or discharge any contract or security interest; or
- (g) operate so as to merge any leasehold interest in the reversion expectant on it; or
- (h) extinguish, affect, vary, diminish or postpone any priority of that interest, whether under the Land Registration Ordinance (Cap. 128), at law or in equity.

(2) 自指定時間起，所有以任何合併銀行的名義(不論單獨或聯同其他人)就任何土地權益作出的現有登記，均須在猶如已將實生而非該合併銀行記入土地登記冊上的情況下解釋和具有效力。

19. 財產擁有權的完備及追溯

為使實生能夠在其認為合適時，將憑藉本條例移轉及轉歸實生的財產的擁有權，藉擁有權公告、契據、文書或其他方式予以完備，或使實生能夠追溯該擁有權，本條例須當作及可用作為就上述財產以實生為受益人而作出的轉讓或轉付、轉易、移轉或一般產權處置(視屬何情況而定)。

20. 關於銀行的成文法則的保留條文

任何移轉銀行、實生、南商或集友，或任何移轉銀行、實生、南商或集友的任何附屬公司，並不因本條例而免受任何規管上述銀行或公司的業務經營的成文法則所規限。

21. 公司的保留條文

本條例並不損害任何移轉銀行、或實生、南商、集友或中銀信用卡公司修改其組織章程大綱、組織章程細則或其他關乎公司組織的文件的權力，或處置或處理其財產、抵押權益或法律責任、或經營或不再繼續經營其業務的任何部分的權力；而本條例亦不損害任何中銀集團成員在指定時間之前處置或處理其財產、抵押權益或法律責任的權力。

22. 保留條文

本條例的條文不影響亦不得當作影響中央或香港特別行政區政府根據《基本法》和其他法律的規定所享有的權利或任何政治體或法人團體或任何其他人的權利，但本條例所述及者和經由、透過或藉著他們提出申索者除外。

(2) All existing registration of any interest in land in the name of a merging bank (whether alone or with any other person) shall be construed and have effect at and from the appointed time as if Po Sang had been entered on the land register instead of such bank.

19. Completion and deduction of title of property

To enable Po Sang to complete a title, if thought fit, to any property transferred to it and vested in it by virtue of this Ordinance by notice of title, deed, instrument or otherwise, or to deduce title, this Ordinance shall be deemed to be, and may be used as, an assignment or assignation, conveyance, transfer or, as the case may be, general disposition of such property in favour of Po Sang.

20. Saving for enactments concerning banking institutions

Nothing in this Ordinance shall exempt a transferring bank, Po Sang, Nanyang or Chiyu or any subsidiary of a transferring bank, Po Sang, Nanyang or Chiyu from the provisions of any enactment regulating the carrying on of the business of any of them.

21. Saving for companies

Nothing in this Ordinance shall prejudice the powers of any transferring bank, or Po Sang, Nanyang, Chiyu or BOC-CC to alter its memorandum and articles of association or other constitutive documents or to dispose of, or deal with, its property, security interests or liabilities or to carry on or discontinue any part of its business; and nothing in this Ordinance shall prejudice the power of any member of the Bank of China Group to dispose of, or deal with, their property, security interests or liabilities before the appointed time.

22. Saving

Nothing in this Ordinance shall affect or be deemed to affect the rights of the Central Authorities or the Government of the Hong Kong Special Administrative Region under the Basic Law and other laws, or the rights of any body politic or corporate or of any other person except such as are mentioned in this Ordinance and those claiming by, from or under them.