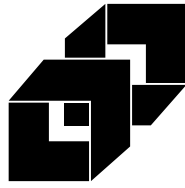


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SEA HOLDINGS LIMITED
爪哇控股有限公司*

(Incorporated in Bermuda with limited liability)

**CONNECTED TRANSACTION AND
CONTINUING CONNECTED TRANSACTION WAIVER APPLICATION**

The Board of Directors of the Company announces that the Group has on 25th May 2001 entered into the Heads of Agreement to form a joint venture with Mr. Fletcher and Mr. Darby to acquire a plot of land in Queenstown, New Zealand.

Under the joint venture arrangement, JPL was incorporated on 22nd June 2001 to investigate the feasibility of developing 409 hectares of land in Queenstown, New Zealand as a resort, including a golf course, hotel and residential accommodation. As at the date of this announcement, the Company, Mr. Darby and BSL are beneficially entitled to 60%, 25% and 15% interests in JPL respectively. BSL holds the 15% interests in JPL on behalf of a discretionary trust whose discretionary beneficiaries include Mr. Fletcher, his wife and family members.

Following completion of the feasibility study and the grant of the requisite regulatory approvals, in mid November 2003, JPL decided to acquire the land. On 18th November 2003, a supplemental agreement was entered into between JPL and the vendors of the land to confirm the acquisition of the land. A non-refundable initial deposit of NZ\$1,000,000 (HK\$5,044,000) was paid by JPL in December 2003 and the balance of NZ\$7,950,000 (HK\$40,097,000) plus GST would be required to be paid within 7 days of a separate certificate of title being created in relation to the land, expected to be in mid-2004. The land is earmarked for development into a resort with a golf course, hotel and residential properties but, at this stage, no decision has been made on how the parties intend to develop or use the land. The overall value of the joint venture (including the cost of the land and ancillary expenses but excluding the cost of developing the land which has not yet been quantified) is presently expected to be NZ\$10,600,000 (HK\$53,463,000).

Pursuant to the joint venture arrangement, Darby Partners (a company associated with Mr. Darby which specialises in providing planning, design and project management services to land development projects) will be appointed to manage the project on a continuing basis until terminated by either party upon notice. Darby Partners will provide their professional services as and when needed and will charge JPL on a time-charge basis at a rate which is based on Darby Partners' standard fee scale (or better).

Independently of the joint venture, in October 2003, SEANZ, a wholly-owned subsidiary of the Company, has lent NZ\$812,500 (HK\$4,098,000) to NZLT, a company associated with Mr. Darby for the purposes of assisting NZLT to acquire a plot of land.

Mr. Fletcher is the Executive Chairman and Managing Director of the Group's property investment companies in New Zealand and Australia. Mr. Darby, by virtue of his shareholding and directorship in JPL, is also considered to be a connected person of the Company. Therefore, the transactions contemplated above constitute connected transactions of the Company pursuant to the Listing Rules.

The project management arrangement will operate on a continuing basis until terminated by either party. JPL is not required to give any specified period of notice in order to terminate the project management arrangement but will be required to pay Darby Partners for services already rendered up to the date of termination. The Company has applied to HKSE for a conditional waiver in respect of the project management arrangement.

For reasons set out below, the Directors (including the independent non-executive Director present at the board meeting held on 19th December 2003) believe that the terms of the joint venture (including the project management arrangement) and the NZLT Loan are fair and reasonable insofar as the Company and the Shareholders are concerned and the entering into of the joint venture (including the project management arrangement) and the NZLT Loan are in the interests of the Company and the Shareholders as a whole.

The Directors do not expect the aggregate value of the above transactions to exceed 3% of the book value of the net tangible assets of the Company as disclosed in its latest published unaudited consolidated accounts as at 30th June 2003. Accordingly, the transactions will only need to be disclosed in the Company's next and successive published annual reports and accounts in accordance with Rule 14.25(1) of the Listing Rules and no independent shareholders' approval will be required.

THE JOINT VENTURE

Background — The Heads of Agreement

In May 2001, Mr. Darby, through his nominee, acquired the conditional right to purchase from the Vendors 215 hectares of land in Queenstown, New Zealand with an option to acquire a further 194 hectares of adjacent land at a total consideration of NZ\$8,950,000 (HK\$45,141,000). The Sale Agreement is conditional upon, amongst others, Mr. Darby successfully achieving the re-zoning of the Property into Resort Zone within an agreed timeframe. In consideration of the Vendors agreeing to execute the Sale Agreement (which gives Mr. Darby the conditional right to purchase the land), a non-refundable fee of NZ\$75,000 (HK\$378,000) plus GST must be paid within 10 days of the Sale Agreement by Mr. Darby. For reasons set out below, this amount was eventually paid by JPL. Subsequently, in the same month, Mr. Darby invited Mr. Fletcher to participate in the project. Mr. Fletcher, in turn, invited the Company to participate.

On 25th May 2001, Mr. Darby, Mr. Fletcher and the Company signed the Heads of Agreement to form a new company for the purposes of investigating the feasibility of developing the Property as a resort, including a golf course, hotel and residential accommodation. Under the relevant terms of the Heads of Agreement:—

- The new company would be beneficially owned by Mr. Darby, Mr. Fletcher and the Company (or their respective nominated persons) in the proportions 30%, 10% and 60% respectively. *Note: Subsequent to the execution of the Heads of Agreement in late 2001, Mr. Fletcher acquired from Mr. Darby an additional 5% holding in the new company for a consideration of NZ\$330,000 (HK\$1,664,000). In addition, Mr. Fletcher has transferred all his interests in the new company to BSL. BSL holds the 15% interests in JPL on behalf of a discretionary trust whose discretionary beneficiaries include Mr. Fletcher, his wife and family members. See further below.*

- The Company, Mr. Darby and Mr. Fletcher would be able to appoint two directors, two directors and one director respectively to the board of the new company.
- Mr. Darby would assign the Sale Agreement to a new company to be incorporated by the parties at no cost. The new company would assume all the obligations of Mr. Darby to pay the NZ\$75,000 (HK\$378,000) plus GST under the Sale Agreement and other related expenses incurred by Mr. Darby in respect of the Sale Agreement.
- The party would proceed to apply to the Queenstown Lakes District Council to re-zone the Property into Resort Zone.
- The Company would seek the approval from the OIC for permission to acquire 60% of the Property.
- Upon all the approvals being obtained, the new company would decide, by majority vote, whether to proceed with the acquisition and/or development of the Property.

JPL — The period up to the acquisition of the Property

Pursuant to the terms of the Heads of Agreement, JPL was incorporated on 22nd June 2001. Subsequently, pursuant to a transaction between Mr. Fletcher and Mr. Darby in late 2001, Mr. Fletcher acquired from Mr. Darby an additional 5% holding in JPL for a consideration of NZ\$330,000 (HK\$1,664,000). In addition, subsequent to the signing of the Heads of Agreement, Mr. Fletcher has transferred all his interests in JPL to BSL. BSL holds the 15% interests in JPL on behalf of a discretionary trust whose discretionary beneficiaries include Mr. Fletcher, his wife and family members. As a result, as at the date of this announcement, JPL is beneficially owned by Mr. Darby, BSL and the Company (or their respective nominated persons) in the proportions 25%, 15% and 60% respectively.

An initial amount of NZ\$100,000 (HK\$504,000) was initially paid by the parties into JPL upon the signing of the Heads of Agreement to cover the non-refundable fee of NZ\$75,000 (HK\$378,000) plus GST and other related expenses incurred by Mr. Darby in respect of the Sale Agreement.

The parties had contemplated that the arrangement constituted by the Heads of Agreement would be superseded by a more comprehensive agreement once they decide to proceed to acquire the Property and to cement their relationships vis-à-vis the Property. Initially, it was contemplated that this decision would be made within six months from the signing of the Heads of Agreement. However, due to delays in obtaining re-zoning approval, a decision could not be made until November 2003.

Following the signing of the Heads of Agreement, the parties have incurred fees and expenses (primarily professional fees for the re-zoning application) of NZ\$1,600,000 (HK\$8,070,000) which was shared by the parties in proportion to their shareholdings in JPL. The amount is inclusive of the initial contribution of NZ\$100,000 (HK\$504,000) referred to above. The parties' contributions have been treated as interest free shareholders' loans which will eventually be capitalised into shares of JPL. Each of the parties has paid its proportional share of the NZ\$1,600,000 (HK\$8,070,000) incurred.

Acquisition of the Property

OIC approval was obtained in December 2001 and, in November 2003, the parties received the consent of the Queenstown Lakes District Council for the re-zoning of the Property into Resort Zone.

In mid-November 2003, following consent being granted by the Queenstown Lakes District Council, the parties decided to proceed to acquire the Property and to cement their relationships vis-à-vis the Property.

On 18th November 2003, JPL entered into a supplemental agreement with Vendors to confirm that the Sale Agreement has become unconditional and to amend the payment terms of the original Sale Agreement. Under the Sale Agreement (as supplemented), JPL was required to pay a non-refundable initial deposit of NZ\$1,000,000 (HK\$5,044,000) and pay the balance of NZ\$7,950,000 (HK\$40,097,000) plus GST within 7 days of a separate certificate of title being created in relation to the Property, expected to be in mid-2004. In addition, JPL agreed to pay the Vendor's costs of up to NZ\$250,000 (HK\$1,261,000) plus GST if the Vendor is required by the Queenstown Lakes District Council to contribute to the cost of installing infrastructure services in the locality in order to meet the development requirements of JPL. As at the date hereof, application has not been made by JPL to the Queenstown Lakes District Council for the installation of infrastructure services in the locality as JPL has not yet decided how it would use the Property.

JPL — The period after the acquisition of the Property

The Heads of Agreement covers, primarily, the parties' rights and obligations in respect of the investigation of the feasibility of acquiring the Property and the applications for OIC and zoning permissions.

The full details of how the parties intend to proceed with the joint venture following the acquisition of the Property and how the parties intend to develop or use the Property have not yet been finalised. A decision will be made only after JPL has carefully reviewed all its options, including selling all or part of the Property with the benefit of the re-zoning. Delay in developing or using the Property will have no material adverse effect on the business or financials of the Group. No specific timeframe has been imposed by any of the parties on this review. However, it is contemplated that:—

- Darby Partners (a company associated with Mr. Darby) will be appointed to manage the project at a cost which conforms to market costs for these sorts of projects. Darby Partners, based in Queenstown, New Zealand, specialises in providing planning, design and project management services to land development projects.
- In accordance with the development plan submitted to the Queenstown Lakes District Council, the Property can be developed into a resort which includes an 18-hole golf course, a hotel and residential accommodation surrounding the golf course.
- In the event that the parties decide to proceed to develop the Property into a resort and hotel, the Company shall have the right to form a separate entity to acquire and/or manage, for long term, the hotel and resort when built. The other parties shall have the right to participate in this entity, in proportion to their shareholdings in JPL, if they wish to do so.

It is contemplated that the parties will commence negotiation on a more comprehensive joint venture agreement to deal with the parties' rights and obligations vis-à-vis JPL following the acquisition of the Property shortly. Legal advisers have already been instructed to draft the joint venture agreement for review by the parties. However, no time frame has been imposed on this exercise. As far as the Company is concerned, there is no material adverse effect on the Company if the parties cannot agree on a more comprehensive joint venture agreement as JPL can fully operate, and deal with the Property, based on its existing constitution and the remaining operative terms of the Heads of Agreement, as described above. The Company will comply with the Listing Rules and make further announcement should the terms of the joint venture agreement, if executed, depart materially from the terms of the arrangements disclosed in this announcement.

At as the date of this announcement, the directors of JPL are Mr. Darby, Mr. Fletcher, Mr. Rod Hodge and Mr. Lincoln Lu. Mr Hodge is an executive director of the Group's property investment companies in New Zealand while Mr. Lu is an executive director of the Company. Both Mr. Hodge and Mr. Lu are appointees to represent the interests of the Group in JPL.

Reasons for appointing Darby Partners

For the reasons set out below, the Company believes that Darby Partners is the best firm to provide project management services to JPL:—

- Darby Partners, led by Mr. Darby, is one of the leading specialist providers of planning, design and project management services to land development projects in Queenstown, New Zealand. The successful application by JPL for re-zoning of the Property is testimony of Darby Partners' expertise in the field.
- Darby Partners have agreed to provide its services at a charge out rate which is based on its standard fee scale (or better).
- As Mr. Darby has a substantial shareholding interest in JPL, the Company believes that he has a vested interest to ensure that JPL is provided with the highest quality of services possible from Darby Partners.

As Darby Partners is only appointed to provide its services on an as and when needed basis, and JPL has the flexibility to terminate the project management arrangement at any time by given notice without penalty (other than paying Darby Partners for services already rendered up to the date of termination), the Company believes that the project management arrangement gives JPL sufficient flexibility to terminate the arrangement should the Company determines, sometime in the future, that the project management arrangement is no longer working to the best interest of the Company and its Shareholders.

Funding the Joint Venture and the acquisition of the Property

As mentioned above, since May 2001, the parties have incurred fees and expenses (primarily professional fees for the re-zoning application) of NZ\$1,600,000 (HK\$8,070,000).

Under the Sale Agreement (as supplemented by the agreement dated 18th November 2003), JPL had to pay a non-refundable initial deposit of NZ\$1,000,000 (HK\$5,044,000) to confirm the acquisition of the Property. In order to fund this initial deposit and other related costs, JPL made a cash call, proportional to the parties' shareholdings in JPL, of an additional NZ\$1,600,000 (HK\$8,070,000). Both the Company and Mr. Fletcher have paid their proportional shares of the amount to be raised under the cash call which was then used to pay the initial deposit to the Vendor. The parties agreed that the amount to be contributed by Mr. Darby would not be called upon until JPL has a need for the additional funding at which point Mr. Darby will be required to pay his pro-rata share of the cash-call on demand. As a longstop date, the Company expects Mr. Darby's pro-rata share of NZ\$400,000 (HK\$2,017,000) will be paid, at the very latest, by mid-2004 when JPL would need to raise additional funding to settle the balance of the purchase price of the Property. As with the original contribution of NZ\$1,600,000 (HK\$8,070,000), the contribution of the additional NZ\$1,600,000 (HK\$8,070,000) has been treated as interest free shareholders' loans which will eventually be capitalised into shares of JPL. *Note: Each of the parties has paid its proportional share of the original contribution of NZ\$1,600,000 (HK\$8,070,000) but, as at the date of this announcement, only the Company and Mr. Fletcher have paid their proportional shares of the additional cash-call of NZ\$1,600,000 (HK\$8,070,000).*

JPL is in the process of negotiating bank borrowings to cover the balance of the purchase consideration for the Property. The Directors currently do not expect that JPL would need to call upon additional funding from the Group to fund the balance of the purchase consideration. It is not expected that the Company will be required to provide guarantee for the finance.

In the unlikely event that no external financing is obtainable upon terms reasonably acceptable to the Company and the other parties, the Company may be called upon to provide additional funding to JPL. The Company will not, without complying with the provisions of Chapter 14 of the Listing Rules and obtaining shareholders consent (in accordance with Chapter 14 of the

Listing Rules) provide additional funding to JPL such that the aggregate size of the transaction, when aggregated with the transactions contemplated herein, exceed 3% of the book value of the net tangible assets of the Company as disclosed in its latest published unaudited consolidated accounts as at 30th June 2003 or the latest published audited or unaudited consolidated accounts at the relevant calculation date (the “3% De Minimis Threshold”).

Notwithstanding the above, prior to the Company providing any additional funding to JPL which does not exceed the 3% De Minimis Threshold (other than on a pro-rata basis in accordance with Rule 14.25(2)(b) of the Listing Rules), the Company will consult HKSE with a view to determining whether such financial assistance falls to be treated under Rule 14.25(1) of the Listing Rules (in which case the transaction will only need to be disclosed by way of a press announcement and in the Company’s next and successive published annual reports and accounts) or whether HKSE would require the financial assistance to be made conditional upon Shareholders’ approval, in which case, no financial assistance will be given by the Company until such Shareholders’ approval has been obtained.

As at the date of this announcement, details of the proposed development or use of the Property have not yet been finalised and, therefore, the development costs cannot yet be quantified. It is the current intention of the parties to keep the project self-financing, whenever possible, without further recourse to the parties. The Company will make a further announcement once a plan has been finalised on the proposed development or use of the Property.

CONTINUING CONNECTED TRANSACTION WAIVER APPLICATION

The project management arrangement with Darby Partners will operate on a continuing basis until terminated by either JPL or Darby Partners. The Company has applied to HKSE for a conditional waiver from strict compliance with the requirements of the Listing Rules to issue a press announcement for the term of the project management arrangement in respect of the continuing connected transactions thereunder subject to the following conditions:—

1. the payment of management fee shall be:—
 - 1.1. incurred by JPL in the ordinary and usual course of its business;
 - 1.2. conducted either (A) on normal commercial terms (which expression will be applied by reference to transactions of a similar nature and to be made by similar entities) or (B) (where there is no available comparison) on terms that are fair and reasonable so far as the shareholders of the Company are concerned; and
 - 1.3. subject to Darby Partners’ standard fee scale (or better);
2. the aggregate amount of the fee due to Darby Partners for each financial year of the Group shall not exceed NZ\$2,000,000 (HK\$10,087,000);
3. the independent non-executive directors of the Company shall review the payment of management fee annually and confirm in the Company’s next and successive annual reports that these were conducted in the manner as stated in paragraphs (1) and (2) above;
4. the Company’s auditors shall review the payment of management fee annually and confirm in a letter (the “Letter”) to the directors of the Company (a copy of which shall be provided to the Listing Division of HKSE) stating whether:—
 - 4.1. the payment of management fee has received the approval of the Company’s board of directors;
 - 4.2. the management fee charged to JPL has been calculated based on Darby Partners’ standard fee scale (or better); and

4.3. the Cap Amount has been exceeded,

and where, for whatever reason, the auditors decline to accept the engagement or are unable to provide the Letter, the directors of the Company shall contact the Listing Division of HKSE immediately;

5. details of the payment of management fee in each financial year shall be disclosed as required under Rule 14.25(1) (A) to (D) of the Listing Rules in the annual report of the Company for that financial year together with a statement of the opinion of the independent non-executive directors and auditors of the Company referred to in paragraphs (3) and (4) above; and
6. the Company and Darby Partners shall each provide to HKSE an undertaking that, for so long as the Company's shares are listed on HKSE, it will provide the Company's auditors with full access to its relevant records for the purpose of the auditors' review of the transactions referred to in paragraph (4) above.

In the event of any future amendments to the Listing Rules imposing more stringent requirements than as at the date hereof on transactions of the kind to which the project management arrangement belongs, including, but not limited to, a requirement that such a transaction be made conditional on approval by the shareholders of the Company, the Company shall take immediate steps to ensure compliance with such requirements within a reasonable time.

If the Cap Amount is exceeded, or if Darby Partners are engaged on terms different to those set out above, the Company will comply with the provisions of Chapter 14 of the Listing Rules governing connected transactions, unless it applies for and obtains a separate waiver from HKSE.

LOAN TO NZLT AND REASON THEREOF

Independently of the joint venture, SEANZ has in October 2003 extended a loan of NZ\$812,500 (HK\$4,098,000) to NZLT for the purposes of acquiring a plot of land in Northland, New Zealand known as the "Te Arai Land". NZLT is 50% owned by Islands Limited which is, in turn, beneficially owned by Mr. Darby. Mr. Darby is deemed to be a connected person of the Company by virtue of him being a substantial shareholder and a director of JPL. As consideration for the loan, NZLT has agreed to negotiate in good faith with the Company with a view to forming a joint venture to develop the Te Arai Land. It should be noted that, at this stage, no agreement has been reached between the Company and NZLT on the formation of the joint venture. The Company will comply with the provisions of Chapter 14 of the Listing Rules and make further announcement if it decides to proceed with the formation of a joint venture with NZLT.

The relevant terms of the NZLT Loan are as follows:—

Amount:	NZ\$812,500 (HK\$4,098,000)
Advancement Date:	30th October 2003
Interest Rate:	9% p.a from the Advancement Date provided that if the loan is repaid within two calendar months of the Advancement Date, no interest shall be payable.
Repayment:	Within 5 working days of receiving a demand from SEANZ and, in any event, no later than six calendar months from the Advancement Date.

Security:

1. Guarantee and indemnity from Islands Limited and Ruboc Holdings Limited (collectively, the “Guarantors”). As mentioned above, Islands Limited is beneficially owned by Mr. Darby. Apart from its connection with Mr. Darby, Islands Limited (and its ultimate beneficial owners) are not connected with the directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or an associate of any of them (as defined in the Listing Rules). Ruboc Holdings Limited is owned by independent third parties not connected with the directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or an associate of any of them (as defined in the Listing Rules).
2. Second charge over all shares held by the Guarantors in the NZLT.

CONNECTED TRANSACTIONS

Mr. Fletcher is the Executive Chairman and Managing Director of the Group’s property investment companies in New Zealand and Australia. Mr. Darby is deemed to be a connected person of the Company by virtue of him being a substantial shareholder and a director of JPL. As a result, any transaction between the Group and any persons associated with Mr. Fletcher or Mr. Darby (as defined in the Listing Rules) is deemed to be a connected transaction of the Company.

Based on the overall cost of the Property and the amount already spent by the parties in re-zoning the Property, the overall value of the joint venture is currently valued at NZ\$10,600,000 (HK\$53,463,000). The total value of the project management arrangement cannot be quantified as Darby Partners’ services will be provided on an “as needed” basis. It is agreed that Darby Partners will charge its normal time-charge (or better) for its management services. Based on the application for conditional waiver made to HKSE, the project management arrangement is subject to a cap amount of NZ\$2,000,000 (HK\$10,087,000) per financial year. The value of the NZLT Loan is NZ\$812,500 (HK\$4,098,000).

The Directors do not expect the aggregate value of the above transactions to exceed 3% of the book value of the net tangible assets of the Company as disclosed in its latest published unaudited consolidated accounts as at 30th June 2003. Accordingly, the transactions will only need to be disclosed in the Company’s next and successive published annual reports and accounts in accordance with Rule 14.25(1) of the Listing Rules and no independent shareholders’ approval will be required.

In the unlikely event that no external financing is obtainable upon terms reasonably acceptable to the Company and the other parties to finance the acquisition of the Property, the Company may be called upon to provide additional funding to JPL. The Company will not, without complying with the provisions of Chapter 14 of the Listing Rules and obtaining shareholders consent (in accordance with Chapter 14 of the Listing Rules) provide additional funding to JPL such that the aggregate size of the transaction, when aggregated with the transactions contemplated herein, exceed 3% of the book value of the net tangible assets of the Company as disclosed in its latest published unaudited consolidated accounts as at 30th June 2003.

Both the joint venture (including the project management arrangement) and the NZLT Loan were negotiated on an arm’s length basis and on normal commercial terms.

As JPL has not yet decided on the use of the land, it is not possible to quantify the amount of project management services that JPL will need from Darby Partners. As Darby Partners’ services will be provided on an “as needed” basis, the amount that Darby Partners can charge (based on its normal time-charge (or better)) will vary from time to time depending on the amount of

services required. As a measure of internal control, the Board have agreed that a fee-cap of NZ\$2,000,000 (HK\$10,087,000) per financial year will be imposed on Darby Partners and JPL. Darby Partners and JPL cannot exceed the Cap Amount without the approval of the Company. The Company can only give its approval subject to consultation with HKSE and complying with the provisions of Chapter 14 of the Listing Rules governing connected transactions. The Company believes that the Cap Amount should provide JPL with sufficient leeway to pay project management fees for the use of the Property. JPL should not require the approval of the Company to exceed this cap.

The joint venture provides the Group with the golden opportunity to expand its land bank in New Zealand in line with the Company's investment strategies in Australasia. The acquisition of the Property has been conducted with minimal risk to the Group as no decision for the acquisition was needed until the re-zoning has been approved. Accordingly, JPL managed to acquire the Property, with the benefit of the re-zoning, at a price which did not take into consideration the benefit of the re-zoning.

Likewise, the NZLT Loan provides the Group with the opportunity to explore with NZLT on the possibility expanding its land bank further to Northland, New Zealand. As the NZLT Loan is fully secured and has been lent at an interest rate beyond the Company's own cost of fund, the extension of the NZLT Loan has no material adverse effect on the Group.

The Directors (including the independent non-executive Director present at the board meeting held on 19th December 2003) believe that the terms of the joint venture (including the project management arrangement) and the NZLT Loan are fair and reasonable insofar as the Company and the Shareholders are concerned and the entering into of the joint venture (including the project management arrangement) and the NZLT Loan are in the interests of the Company and the Shareholders as a whole.

GENERAL

The Company is an investment holding company listed on HKSE. The activities of its principal subsidiaries are investment holding, property and asset management, garment manufacturing and trading and property investment and development in Hong Kong, China, Australia and New Zealand.

JPL was formed for the sole purpose of investigating the feasibility of developing the Property as a resort (including a golf course, hotel and residential accommodation), holding the Property, developing the Property and the ongoing management and/or sale of the Property (whether developed or undeveloped).

DEFINITIONS

In this announcement, the following expressions shall have the following meanings unless the context requires otherwise:—

“Board”	The Board of Directors of the Company;
“BSL”	Brig Securities Limited, a New Zealand registered company. Brig Securities Limited holds 15% interest in JPL on behalf of discretionary trust whose discretionary beneficiaries include Mr. Fletcher, his wife and family members. Apart from their relationships with Mr. Fletcher, none of the other discretionary beneficiaries of the discretionary trust is connected with the directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or an associate of any of them (as defined in the Listing Rules).

Brig Securities Limited is owned by Philip Sampson Wells and Warren Douglas Bygrave, both solicitors of Auckland, equally. They are also the two directors of Brig Securities Limited and the trustees of the discretionary trust. Apart from holding the shares in JPL on behalf of the discretionary trust, the directors and shareholders of Brig Securities Limited, and the trustees of the discretionary trust, are not connected with the directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or an associate of any of them (as defined in the Listing Rules);

“Company”	S E A Holdings Limited, a company incorporated in Bermuda with limited liability;
“Darby Partners”	Darby Partners Limited, a company of which Mr. Darby is a director, which specializes in providing planning, design and project management services to land development projects in New Zealand. Apart from its connection with Mr. Darby, Darby Partners Limited (and its ultimate beneficial owners) are not connected with the directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or an associate of any of them (as defined in the Listing Rules);
“Directors”	Directors of the Company;
“GST”	Goods and Services Tax of New Zealand;
“Group”	The Company and its subsidiaries;
“Heads of Agreement”	The legally binding heads of agreement among Mr. Darby, Mr. Fletcher and the Company dated 24th May 2001, as varied from time to time by subsequent negotiations;
“HKSE”	The Stock Exchange of Hong Kong Limited;
“JPL”	Jacks Point Limited, a company incorporated in New Zealand with limited liability and which, as at the date of this announcement, is owned by Mr. Darby, BSL and the Company (or their respective nominated persons) in the proportions of 25%, 15% and 60% respectively and considered as a 60% indirectly owned subsidiary company of the Company;
“Listing Rules”	The Rules Governing the Listing of Securities on HKSE;
“Mr. Darby”	John Darby, a New Zealander. Apart from his shareholding and directorship in JPL, Mr. Darby has no interest in the Group;
“Mr. Fletcher”	Don Fletcher, a New Zealander. Mr. Fletcher is the Executive Chairman and Managing Director of the Group’s property investment companies in New Zealand and Australia;
“NZLT”	New Zealand Land Trust Limited, a company incorporated in New Zealand with limited liability, 50% owned by a company associated with Mr. Darby, the other 50% is owned by an independent third party not connected with the directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or an associate of any of them (as defined in the Listing Rules).

“OIC”	Overseas Investment Commission of New Zealand, a body appointed by the Government of New Zealand to regulate investments by non-New Zealand persons in New Zealand;
“Property”	409 hectares of land in Queenstown, New Zealand proposed to be acquired by JPL pursuant to the Sale Agreement;
“Resort Zone”	A zone which contemplates golf course, hotel and residential developments in Queenstown Lakes District;
“Sale Agreement”	The sale and purchase agreement dated 11th May 2001 relating to the purchase of the Property originally signed between Mr. Darby and the Vendor and subsequently assigned to JPL, as supplemented and varied from time to time;
“SEANZ”	SEA Holdings New Zealand Limited, a company incorporated in New Zealand with limited liability and which is an indirect wholly-owned subsidiary of the Company;
“Shareholders”	Shareholders of the Company;
“Vendor”	The vendors of the Property being Dickson Stewart Jardine, Jillian Frances Jardine and Gerard Brendan Boock. The Vendors are independent third parties not connected with the directors, chief executive or substantial shareholders of the Company or any of its subsidiaries or an associate of any of them (as defined in the Listing Rules).

Note: Exchange rate used in this announcement NZ\$1 = HK\$5.0437.

By Order of the Board
JENIFER SIN
Company Secretary

Hong Kong, 14 January 2004

* *For identification purpose only*

Please also refer to the published version of this announcement in The Standard.