

EXHIBIT A

FORM B10 (Official Form 10) (10/05)

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		PROOF OF CLAIM								
Name of Debtor SEA CONTAINERS LTD	Case Number 06-11156 (KJC)									
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.										
Name of Creditor (The person or other entity to whom the debtor owes money of property) Mr James B Sherwood Name and address where notices should be sent Mr James B Sherwood with copies to c/o Orient-Express White & Case LLP Services Ltd 1155 Ave. of the Americas 20 Upper Ground New York, NY 10036 London, SE1 9PF Attn: Evan C Hollander, Esq United Kingdom Daniel P Ginsberg, Esq Tel 011-44-207-921-4002 Tel (212) 819-8200 Telephone number	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.									
Last four digits of account or other number by which creditor identifies debtor		Check here <input type="checkbox"/> replaces a previously filed claim, dated _____ if this claim <input type="checkbox"/> amends								
1 Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>See attached Annex A</u>										
2 Date debt was incurred <u>See attached Annex A</u>		3 If court judgment date obtained								
4 Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations.										
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Unsecured Nonpriority Claim \$1,833,333.00 (see attached Annex A) <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority. </td> <td style="width: 50%; vertical-align: top;"> Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____ </td> </tr> </table>			Unsecured Nonpriority Claim \$1,833,333.00 (see attached Annex A) <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.	Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any \$ _____						
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5 Total Amount of Claim at Time Case Filed <u>See attached Annex A</u> <table style="width: 100%; text-align: right;"> <tr> <td><u>\$1,833,333.00</u></td> <td><u> </u></td> <td><u> </u></td> <td><u>\$1,833,333.00</u></td> </tr> <tr> <td>(unsecured)</td> <td>(secured)</td> <td>(priority)</td> <td>(Total)</td> </tr> </table>			<u>\$1,833,333.00</u>	<u> </u>	<u> </u>	<u>\$1,833,333.00</u>	(unsecured)	(secured)	(priority)	(Total)
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(unsecured)	(secured)	(priority)	(Total)							
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.										
6 Credits The amounts of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		THIS SPACE IS FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-size: 1.2em; margin: 5px 0;">JUL 10 2007</div> <div style="font-size: 3em; font-weight: bold; margin: 10px 0;">BMC</div>								
7 Supporting Documents Attach copies of supporting documents such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.										
8 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped self-addressed envelope and copy of this proof of claim.										
Date JUL 4 2007	Sign and print the name and title of any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any) JAMES B SHERWOOD									

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. § 1573.

SEA CONTAINERS LTD



00053

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

----- x
In re

SEA CONTAINERS LTD , et al

Debtors
----- x

Case No 06-11156 (KJC)

Chapter 11
(Jointly Administered)

ANNEX A TO PROOF OF CLAIM OF
MR JAMES B SHERWOOD

1 Claimant The undersigned, Mr James B Sherwood (the 'Claimant'), is filing this proof of claim against Sea Containers Ltd (the "Debtor"), as holder of a claim against the Debtor arising from certain prepetition transactions between Claimant and the Debtor described more fully below

2 Transactions Between the Parties Claimant, who founded the Debtor in 1965, entered into an agreement, dated March 20, 2006 (the "Agreement"), which agreement, among other things, sets forth certain rights and obligations between Claimant and the Debtor, in connection with Claimant's resignation as, among other things, chairman and member of the board of directors of the Debtor. A copy of the Agreement is attached hereto as Exhibit A

3 Pursuant to Section 4 of the Agreement, Debtor agreed to pay Claimant \$200,000 00 per year for a period of 10 years (i.e., \$2,000,000 00 in the aggregate), payable in equal monthly installments (each, a "Monthly Payment"), in recognition of Claimant's forty-one years of service to the Debtor and its subsidiaries

4 On October 15, 2006 (the "Petition Date") Debtor filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code")

5 Claim Prior to the Petition Date, Claimant had received payments totaling \$116,667 00 in respect of the Agreement. Therefore, as of the Petition Date, Debtor owed Claimant the aggregate amount of \$1,833,333 00 (the "Claim") in respect of the Agreement.

6 Supporting Documents To the extent described above, copies of supporting documents are annexed hereto.

7 Judgments No judgment has been rendered on the Claim.

8 Credit and Setoffs As discussed above, all pre-petition payments have been applied for the purpose of making this proof of claim. The Claim is not subject to any setoffs, defenses or counterclaims by the Debtor or any of its affiliates.

9 Security Interests and Priority Status The Claim is filed as a general unsecured claim without any prejudice to any and all rights of Claimant to assert that any portion of the Claim is entitled to administrative expense priority under Sections 503 and 507 of the Bankruptcy Code.

10 Reservation of Rights The execution and filing of this proof of claim is not and shall not be deemed (a) a waiver or release of Claimant's rights against any other entity or person liable for all or any part of the Claim asserted herein, (b) a consent by Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Claimant, (c) a waiver of the right of Claimant to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving Claimant, (d) a waiver or release by Claimant of its right to a trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court, (e) a waiver of any right of Claimant to the subordination, in favor of Claimant, of indebtedness or liens held by any

creditors of the Debtor or any of its affiliates, or (f) an election of remedies by Claimant which waives or otherwise affects any other remedy

11 Amendments Claimant expressly reserves its right to file any separate or additional proof of claim with respect to the Claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason

12 Notice All notices in respect of this claim should be forwarded to

Mr James B Sherwood
c/o Orient-Express Services Ltd
20 Upper Ground
London, SE1 9PF
United Kingdom
Tel 011-44-207-921 400

With a copy to

White & Case LLP
1155 Avenue of the Americas
New York, New York 10036
Attn Evan Hollander, Esq
Daniel Ginsberg, Esq
Tel (212) 819-8200
Fax (212) 354-8113

July 4
Dated ~~June~~ *July* 4, 2007
New York, New York

JAMES B SHERWOOD

JA Sherwood

Penalty for Presenting a Fraudulent Claim Fine of not more than \$500,000 00 or imprisonment
of not more than five years or both – Title 18, U S C §§ 152 and 3571

EXHIBIT A

AGREEMENT

SEA CONTAINERS LTD
33 Victoria Street
Hamilton HM 12, Bermuda

March 20, 2006

Mr James B Sherwood
24 The Boltons
London SW10 9SU
England

Dear Jim

This letter sets forth the agreement between you and Sea Containers Ltd (the "Company") regarding your resignation as the Chairman and member of the Board of Directors of the Company and your resignation of other related positions. This letter agreement is entered into by the Company for itself and as agent and trustee for each of its subsidiaries.

1 Resignation You resign your positions as Chairman and member of the Board of Directors of the Company and all your positions as an officer and/or director of each of the subsidiaries of the Company, as set forth on Exhibit A and your position as Chairman and a member of the Board of Managers of OE SeaCo S.R.L., each such resignation to be effective the date hereof. You agree that, if so requested by the Company, you will execute and deliver letters confirming your resignation of your positions at each of the Company's subsidiaries and OE SeaCo S.R.L. The agreed-upon form of press release, to be issued by the Company as soon as practicable following the execution of the agreement, announcing your resignation is attached as Exhibit B.

2 Salary and Other Amounts For the period commencing January 1, 2006, and ending on the date hereof, the Company will pay you at the rate of £512,331 per annum, in your capacity as Chairman of the Board. You have submitted to the Company requests for the reimbursement of all of the travel and entertaining expenses, incurred by you, through the date hereof, in connection with Company business, and the Company's Audit Committee has approved those reimbursements.

3 Retirement Benefits The Company confirms that you are entitled to receive the following retirement benefits from the employee benefit plans of Sea Containers America Inc., less all required tax withholdings, and subject to the provisions of the applicable plan documents and to final calculation of your benefit amounts accrued through the date hereof.

(i) approximately \$8,533 per month from the Sea Containers America Pension Plan for the remainder of your life, with a survivor benefit of approximately \$4,268 per month payable to your spouse, Shirley Sherwood, for the remainder of her life.

if you predecease her (although the monthly payments would vary if you elected another payment option in accordance with the provisions of that plan),

(ii) an amount equal to your allocated share of the 2005 employer contribution from the Sea Containers America Section 401(k) Savings and Profit Sharing Plan when such contribution is made,

(iii) approximately \$11,576 per month for the remainder of your life, representing your estimated Supplemental Pension Benefit under the Sea Containers America Supplemental Executive Retirement Plan, and

(iv) an amount equal to your Supplemental Profit Sharing Benefit Account balance under the Sea Containers America Supplemental Executive Retirement Plan determined as of your Retirement Date (but taking into account all amounts that may thereafter be credited to your Account for the Plan Year 2005 in accordance with the provisions of the Plan), which amount, presently estimated to be approximately \$129,127, shall be paid to you in a single lump sum

You acknowledge that such benefits are subject to all applicable requirements of the U S Internal Revenue Code of 1986, as amended, (the "Code") and the U S Employee Retirement Income Security Act of 1974 ("ERISA"), and that such benefits will be distributed to you, or commence to be paid to you, in accordance with and at such times as permitted under such statutes and under the provisions of the applicable plans. You acknowledge that it will be necessary for you to complete certain election forms that may be requested so that Sea Containers America may process the payment of your benefits.

4 Termination Payment In recognition of your 41 years of service with the Company and its subsidiaries, the Company agrees to pay you an annual termination payment in the amount of \$200,000 per year for a period of 10 years. Your annual termination payment shall be payable in equal monthly installments commencing April 1, 2006. However, in order to comply with the requirements of section 409A of the Code, the monthly installments you otherwise would be entitled to receive during the first six months following your resignation shall be accumulated and paid to you in October, 2006 along with the monthly installment regularly scheduled to be paid to you in that month. If you should die before having received your annual termination payment for the full 10 year period for which it is payable hereunder, all monthly installments thereof remaining to be paid for the balance of such 10 year period will be paid to your spouse, Shirley Sherwood, if she is living at the time such installments are payable or, if she is not then living, to your estate. Your rights with respect to the payments provided for in this Section may not be sold, transferred, assigned or pledged, and shall not be subject to attachment or garnishment by your creditors or those of your spouse or any beneficiary. You acknowledge and agree that the termination payment payable to you hereunder is in lieu of, and in full satisfaction of any claim you may otherwise have to receive, any retirement or pension benefit of any kind from the Company or any of its subsidiaries, or from any plan or trust they maintain or make contributions to, other than the retirement or pension benefits described in Section 3 above.

5 **Car and Office Equipment** Any car owned or leased by the Company (or a subsidiary) and used by you will be offered to you or Orient-Express Services Ltd. ("OESL") at fair market value. The Company agrees that the driver (Brian Clapton) and your secretary (Jenny Tinney), both of whom are currently employed by the Company, may become employees of OESL, effective as of the date hereof. The Company will sell to you or OESL, at fair market value, the office equipment currently installed at your homes. The telephone lines and mobile phone service will be transferred to your or OESL's account effective as of the date hereof. The Company will allow you access to your business papers which are in the Company's possession and will deliver to you any of your personal papers that are in its possession. The Company will no longer be responsible for the cost of the preparation of your personal tax returns.

6 **Director and Officer Liability Insurance** The Company will use reasonable commercial efforts to keep in place and effective, until March 31, 2012, its current director and officer liability insurance coverage, which covers you.

7 **Delivery of Written Statements** If in the future, you intend to issue a written statement regarding the Company, OE SeaCo, or any of their subsidiaries or affiliates or their directors and/or officers, their businesses, business plans, methods of operation or financial statements or their choice of accounting treatments, you agree that you will deliver a copy of such statement to the Company, attention of its General Counsel, so that it is received by the Company not less than 48 hours prior to your issuance thereof.

8 **Severability** If any provision of this letter is declared illegal or unenforceable by any court of competent jurisdiction and the provision cannot be modified to be enforceable, such provision will immediately become null and void, leaving the remainder of our agreement in full force and effect.

9 **Governing Law** Our agreement will be governed by the laws of England unless a claim is subject to ERISA, in which case ERISA will apply.

10 **Entire Agreement** This letter sets forth the entire agreement between you and the Company and its affiliates with respect to this agreement's subject matter and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations and warranties between us.

EXHIBIT A

<u>Company</u>	<u>Position(s) Held</u>	<u>Jurisdiction Formation</u>
Sea Containers Australia Limited	Director	Australia
Contender 2 Ltd	Director	Bermuda
Illustrated London News Limited	President and a Director	Bermuda
Sea Containers Holdings Ltd	Director	Bermuda
Sea Containers Ltd	Chairman of the Board and a Director	Bermuda
GE SeaCo S.R.L.	Chairman of the Board of Managers and a Manager	Barbados
Silja Oy AB	Director	Finland
Sea Containers America Inc	Chairman of the Board and a Director	USA
GNER Holdings Limited	Director	UK
Illustrated London News and Sketch Limited	Director	UK
Sea Containers Services Limited	Director	UK
Silja Holdings Limited	Director	UK
West Australia Line Limited	Director	UK

WHITE & CASE

White & Case LLP
1155 Avenue of the Americas
New York, New York 10036 2787

Tel + 1 212 819 8200
Fax + 1 212 354 8113
www.whitecase.com

Direct Dial + 212 819 7850 pstahl@whitecase.com

July 9, 2007

VIA FEDEX

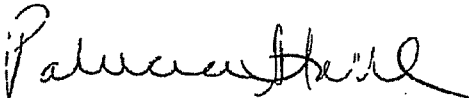
BMC Group
1330 E Franklin Ave
El Segundo, CA 90245

Attn Sea Containers Claims Agent

Dear Sir/Madam

Enclosed please find two copies of the proof of claim of Mr James B Sherwood to be filed in the bankruptcy case of Sea Containers Ltd, case number 06-11156 Please date stamp the extra copy upon receipt and return it to my attention in the enclosed self-addressed FedEx envelope Please contact me at (212) 819-7850 if you have any questions

Best,



Patricia Stahl
Legal Assistant

Enclosures

cc Elizabeth Feld, Esq

ALMATY ANKARA BANGKOK BEIJING BERLIN BRATISLAVA BRUSSELS BUDAPEST DRESDEN DUSSELDORF FRANKFURT HAMBURG HELSINKI
HO CHI MINH CITY HONG KONG ISTANBUL JOHANNESBURG LONDON LOS ANGELES MEXICO CITY MIAMI MILAN MOSCOW MUMBAI MUNICH NEW YORK
PALO ALTO PARIS PRAGUE RYGAO SAN FRANCISCO SAO PAULO SHANGHAI SINGAPORE STOCKHOLM TOKYO WARSAW WASHINGTON DC