

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
SEA CONTAINERS LTD., <i>et al.</i> , ¹)	Case No. 06-11156 (KJC)
)	(Jointly Administered)
)	
Debtors.)	
)	

**NOTICE OF WITHDRAWAL OF PROOF OF CLAIM
FILED BY CITICAPITAL COMMERCIAL LEASING CORPORATION**

PLEASE TAKE NOTICE that CitiCapital Commercial Leasing Corporation, by and through the undersigned authorized individual, hereby withdraws with prejudice proof of claim number 76 in the above-captioned bankruptcy cases. A copy of this proof of claim is attached hereto.

Dated: Dallas, TX
October 20, 2008

CitiCapital Commercial Leasing Corporation

By: _____

Michael Finn
Authorized Signatory

¹ The Debtors in these chapter 11 cases are Sea Containers Caribbean Inc. ("SCC"), Sea Containers Ltd. ("SCL"), and Sea Containers Services Ltd. ("SCS").

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

UNITED STATES BANKRUPTCY COURT		DISTRICT OF DELAWARE	PROOF OF CLAIM
Name of Debtor SEA CONTAINERS, LTD		Case Number 06-11156	
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 or property) CITICAPITAL COMMERCIAL LEASING CORPORATION		<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.	
Name and address where notices should be sent CiticCapital Commercial Leasing Corporation 3950 Regent Boulevard Irving, TX 76063 Attn: Michael Finn, VP Tel: (972) 652-4063		with a copy to Mayer, Brown, Rowe & Maw LLP 1675 Broadway New York, NY 10019 Attn: Rick Hyman Tel: (212) 506-2664	THIS SPACE IS FOR COURT USE ONLY
Last four digits of account or other number by which creditor identifies debtor		Check here if <input type="checkbox"/> Replaces a previously filed claim, dated _____ <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>Please see attached</u>			
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Last four digits of SS # _____ Unpaid compensation for services performed from _____ to _____ (date)			
2 Date debt was incurred <u>Please see attached</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. Unsecured Nonpriority Claim \$ <u>Please see attached</u> <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.			
Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim all or part of which is entitled to priority. Amount 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 \$ _____	
Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)			
<input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other specify applicable paragraph of 11 U.S.C. § 507(a)() <small>* Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>			
5 Total Amount of Claim at Time Case Filed \$ _____		Please see attached (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 amount 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 FILED JUL 13 2007 BMC SEA CONTAINERS LTD 00076	
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. <u>Please see attached</u>			
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 7/12/2007	Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any). by <u>Michael Finn, Vice President</u>		

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

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re

Chapter 11 Case

SEA CONTAINERS, LTD , *et al* ,

Case No 06-11156

Debtor

-----X

**ATTACHMENT TO PROOF OF CLAIM
OF CITICAPITAL COMMERCIAL LEASING CORPORATION**

1 Claim Amount As of October 15, 2006 (the "Filing Date"), CitiCapital

Commercial Leasing Corporation ("CitiCapital"), holds a contingent, unsecured claim against Sea Containers, Ltd (the "Debtor") with respect to all amounts that may become due and owing to CitiCapital in connection with certain corporate guaranties (as described below) issued to it by the Debtor As of July 12, 2007, the amount of such claim is not less than \$10,873,084 83, plus additional fees and expenses payable under the Prepetition Documents (as defined below)

CitiCapital may also have claims against the Debtor for any and all other amounts, liabilities and obligations arising under and in connection with the Prepetition Documents, including the cost and expense of enforcing the Prepetition Obligations (as defined below)

2 Prepetition Documents The Debtor has entered into

(i) a Corporate Guaranty ("Corporate Guaranty"), dated as of October 15, 2002,

issued by the Debtor and Sea Containers America, Inc ("SCA") in favor, and for the benefit, of CitiCapital, pursuant to which the Debtor guaranteed all of the obligations

under the following documents (a) Bareboat Charter Agreement, dated October 15,

2002, between Circle Navigation III, Inc ("Circle III") and CitiCapital ("Bareboat

Charter 1"), (b) Time Charter, dated October 15, 2002, between Circle III and SeaStreak

("Time Charter 1"), as amended by Amendment No 1 to Time Charter, dated October 15, 2002, between Circle III and SeaStreak America, Inc ("SeaStreak"), and (c) Security Agreement, dated October 1, 2003, between Circle III and CitiCapital, all of the foregoing in connection with the vessel *M/V SEASTREAK WALL STREET*, Official Number 1145690,

(ii) a Corporate Guaranty ("Corporate Guaranty"), dated as of October 15, 2002, issued by the Debtor and SCA in favor, and for the benefit, of CitiCapital, pursuant to which the Debtor guaranteed all of the obligations under the following documents (a) Bareboat Charter Agreement, dated October 15, 2002, between Circle Navigation IV, Inc ("Circle IV") and CitiCapital ("Bareboat Charter 2"), (b) Time Charter, dated October 15, 2002, between Circle IV and SeaStreak ("Time Charter 2"), as amended by Amendment No 1 to Time Charter, dated October 15, 2002, between Circle IV and SeaStreak, and (c) Security Agreement, dated February 27, 2004, between Circle IV and CitiCapital, all of the foregoing in connection with the vessel *M/V SEASTREAK HIGHLANDS*, Official Number 1151440, and

(iii) a Forbearance Agreement, dated October 3, 2006, among the Debtor, SCA, SeaStreak and CitiCapital (all of the foregoing documents and agreements listed in clauses (i), (ii) and (iii), collectively, and as amended and in effect from time to time, together with all other documents, instruments and agreements executed and delivered in connection therewith, the ("Prepetition Documents")

All such loans, financial accommodations and other amounts owing under, or in connection with, the Prepetition Documents are hereinafter referred to as the ("Prepetition Obligations")

3 Supporting Documents The Prepetition Documents have not previously been filed with this Court. CitiCapital believes that the Debtor has a copy of the Prepetition Documents. CitiCapital has not annexed hereto as separate exhibits copies of the Prepetition Documents, which are voluminous. Rather CitiCapital will provide copies of such documents upon the reasonable written request of any party in interest in this case to Rick Hyman, Mayer Brown, Rowe & Maw LLP, 1675 Broadway, New York, New York 10019, with said documents to be provided at the requestor's expense within ten business days of such request.

4 No Judgment No judgment has been rendered on the claims set forth in this proof of claim.

5 Setoff, Counterclaim The claims set forth in the proof of claim are not subject to any other valid setoff or counterclaim. CitiCapital reserves all setoff rights.

6 Proof of Claim This proof of claim is being filed by CitiCapital Commercial Leasing Corporation. CitiCapital reserves the right to amend and/or supplement this proof of claim from time to time as necessary and proper or to file additional proofs of claim for additional claims, including without limitation, further claims for administrative expenses and any other claims at law or in equity. Any rights, remedies, liens, interests, priorities, protections and claims which CitiCapital may have against the Debtor or any subsidiaries, creditors, management and other parties under Sections 510, 544, 545, 547, 548, 549 or 550 of the Bankruptcy Code, and the rights and benefits of CitiCapital at law or in equity to all the rights and interests under the Prepetition Documents are hereby reserved. All procedural and substantive defenses and rights which CitiCapital may have with respect to any claim that may be asserted against CitiCapital by the Debtor or the Trustee are specifically hereby reserved. The

filing of this proof of claim is without prejudice to CitiCapital's right to assert that 28 U S C section 157(b)(2)(C) is unconstitutional

7 All notices and distributions in respect of this claim should be forwarded to

CitiCapital Commercial
Leasing Corporation
3950 Regent Boulevard
Irving, Texas 76063
Attention Michael Finn,
Vice President
Telephone (972) 652-4063
Fax (972) 652-6138

With a copy to

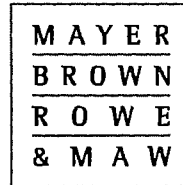
Mayer, Brown, Rowe & Maw LLP
1675 Broadway
New York, New York 10019
Attention Rick Hyman
Telephone (212) 506-2664
Fax (212) 849-5664

8 Bar Date Order This proof of claim is filed under compulsion of the bar date

applicable in this case, pursuant to Federal Rule of Bankruptcy Procedure 3002, and is filed to protect CitiCapital from forfeiture of claims by reason of said bar date Filing of this proof of claim is not and should not be construed to be (i) a waiver or release of CitiCapital's rights against any other entity or person liable for all or part of any claim described herein, (ii) a waiver of the right to seek to have the reference withdrawn with respect to the subject matter of these claims, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced in this case or otherwise involving CitiCapital, (iii) a waiver of any right of subordination in favor of CitiCapital or the indebtedness or liens held by creditors of the Debtor, (iv) an election of remedy which waives or otherwise affects any other remedy of CitiCapital, (v) a waiver of any rights CitiCapital may have pursuant to section 502(g) of the Bankruptcy Code, or (vi) a waiver of any additional claims or other rights CitiCapital may have against the Debtor

Irving, Texas

Dated July 12, 2007



July 12, 2007

BY OVERNIGHT COURIER

BMC Group
Attn SCL Claims Agent
1330 E Franklin Ave
El Segundo, CA 90245

Re Sea Containers Ltd , case no 06-11156 (KJC)

Dear SCL Claims Agent

Enclosed is an original Proof of Claim we are submitting on behalf of Citicapital Commercial Leasing Corporation. Also enclosed is a copy. Please date and time-stamp the copy and return to us in the enclosed self-addressed postage paid envelope. Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gerald L. Willey".

Gerald L. Willey
Paralegal

Enclosures

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1675 Broadway
New York New York 10019 5820

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Main Fax (212) 262 1910
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Independent Mexico City Correspondent Jauregui, Navarrete, Nader y Rojas, S C

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