

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

IN RE:)	CHAPTER 11
)	
SEA CONTAINERS LTD., ET AL.,¹)	CASE NO. 06-11156 (KJC)
)	(JOINTLY ADMINISTERED)
DEBTORS.)	
)	REF. DOCKET NO. [____]
)	

**NOTICE OF LISTING OF EXECUTORY CONTRACT(S) OR UNEXPIRED NON-RESIDENTIAL
LEASE(S) TO BE ASSUMED OR ASSUMED AND ASSIGNED**

PLEASE TAKE NOTICE that on October 24, 2008, the debtors in the above-captioned, jointly administered cases (the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) a plan supplement (as amended from time to time and including all exhibits and supplements, the “Plan Supplement”) in support of the Debtors’ Second Amended Joint Plan Pursuant to Chapter 11 of the United States Bankruptcy Code (the “Plan”).² The Plan Supplement includes a provisional list of executory contracts and unexpired non-residential real property leases (as amended from time to time, at the discretion of the Debtors at any time prior to the Effective Date, the “Assumption List”— *see below* regarding provisional nature of the Assumption List) to be assumed or assumed and assigned, along with the Debtors’ proposed cure amounts, pursuant to Article VII of the Plan. Please take notice that included on the Assumption List are the following (the “Included Items”):

- **SEE EXHIBITS 1 AND 2 ATTACHED HERETO.**

PLEASE TAKE FURTHER NOTICE that *the above-listed Included Item(s)* have been included in the Assumption List on a provisional basis, and the Debtors: (i) intend to assume as amended those Included Items listed on Exhibit 2 hereto; (ii) intend to assume and assign to Newco, the entity that will own the Debtors’ container business after the Effective Date, those Included Items so designated on the attached exhibits; (iii) ***expressly reserve the right*** to remove any of the above-referenced Included Item(s) from the Assumption List at any time prior to the Effective Date; and (iv) ***make no admission or conclusion*** as to whether the above-referenced Included Item(s) is/are executory contracts or unexpired non-residential real property leases.

PLEASE TAKE FURTHER NOTICE that the Bankruptcy Court has set a hearing for November 24, 2008, to determine whether to confirm the Plan. If the Bankruptcy Court confirms the Plan, the Plan provides that:

On the Effective Date, the Reorganized Debtors shall assume all of the Executory Contracts and Unexpired Leases listed on the schedule of “Assumed Executory Contracts and Unexpired Leases” in the Plan Supplement and all Indemnification Obligations; provided, however, that if either of the Creditors’ Committees provides written notice to the Debtors of its objection to the inclusion of one or more Executory Contracts or Unexpired Leases on the schedule of “Assumed Executory Contracts and Unexpired Leases” or to the Debtors’ proposed Cure Claim, then such contracts or leases may only be assumed by the Debtors by motion brought upon appropriate notice and opportunity to object. With respect to each such Executory Contract and Unexpired Lease listed on the schedule of “Assumed Executory Contracts and Unexpired Leases” in the Plan

¹ The Debtors in these chapter 11 cases are Sea Containers Caribbean Inc., Sea Containers Ltd., and Sea Containers Services Ltd.

² Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

Supplement, the Debtors shall have designated a proposed amount of the Cure Claim, and the assumption of such Executory Contract and Unexpired Lease may be conditioned upon the disposition of all issues with respect to such Cure Claim. The Confirmation Order shall constitute an order of the Bankruptcy Court approving any such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that the Plan also provides, in pertinent part:

Requests for payment of Cure Claims with respect to any Executory Contract or Unexpired Lease to be assumed pursuant hereto must be Filed and served on the Debtors or Newco no later than 30 days after the Effective Date. Holders of Cure Claims that do not File and serve such a request by such date shall be forever barred, estopped, and enjoined from asserting such Cure Claims against the Debtors, Reorganized SCL, Reorganized SCSL, Reorganized SCC, Newco, or their respective property, and such Cure Claims shall be deemed discharged as of the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Plan also provides, in pertinent part:

In the event of a dispute regarding: (1) the amount of any Cure Claim; (2) the ability of Newco or any assignee, as applicable, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under such Executory Contract or Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption or assumption and assignment of such Executory Contract or Unexpired Lease, the payment of any Cure Claim will be made following the entry of a Final Order resolving the dispute and approving the assumption of such Executory Contract or Unexpired Lease; provided, however, that Newco or any assignee, as applicable, may settle any dispute regarding the amount of any Cure Claim without any further notice to or action, order or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that on October 10, 2008, the Debtors served you with a *Notice (A) Objection and Voting Deadlines, (B) Solicitation and Voting Procedures, (C) Hearing to Confirm the Joint Plan of Reorganization and (D) Certain Other Information*, which included the objection deadline for the Plan and notified you of other important dates in the confirmation process.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Plan, a counterparty to an Assumed Contract may file an objection to a cure amount by filing a proof of Claim with the Claims Agent thirty (30) days after the earlier of: (a) the date of any such assumption; and (b) the Effective Date. Failure to file an objection to such cure amount(s) by the above-listed date shall be deemed an acceptance of the cure amount(s) listed above, and ***in such case*** any counterparty listed above ***would be forever barred, estopped and enjoined from asserting an objection to such cure amount(s).***

PLEASE TAKE FURTHER NOTICE that the Debtors' Plan, Plan Supplement, and other solicitation package materials are available for viewing by accessing the website of the Debtors' Claims Agent at <http://www.bmcgroup.com> or by contacting the Debtors' Claims Agent in writing at BMC Group, Attn: Sea Containers Claims Agent, P.O. Box 949, El Segundo, California 90245-0949, or by calling 888-909-0100.

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Exhibit 1

Executory Contracts and Unexpired Leases to Be Assumed or Assumed and Assigned

(Attached.)

Assume or Assume and Assign

Contract Party	Debtor Entity	Contract Description	Sch Contract Type	Cure Amount	Being Assigned to NewCo
A S & K SERVICES LTD	Sea Containers Ltd.	Administration Agreement	Contract	\$0.00	NO
ORIENT-EXPRESS HOTELS LTD	Sea Containers Ltd.	Tax Sharing Agreement	Contract	\$0.00	NO
SA PLANTATION J EGLIN ET COMPAGNIE	Sea Containers Ltd.	Shareholders Agreement	Contract	\$0.00	NO
THORNTON & CO SA	Sea Containers Ltd.	Shareholders Agreement	Contract	\$0.00	NO
SEA CONTAINERS AMERICA INC	Sea Containers Ltd.	Service Agreement	Contract	\$0.00	NO
SEA CONTAINERS LIMITED	Sea Containers Services Ltd.	Intercompany Service Agreement	Contract	\$0.00	NO
BRIDGEHOUSE ESTATES	Sea Containers Services Ltd.	Non-Residential Real Property Lease	Lease	\$0.00	NO
BANK OF BERMUDA LIMITED	Sea Containers Ltd.	Registrar Agreement	Contract	\$1,750.00	NO
ITRM	Sea Containers Services Ltd.	IT Systems Support	Contract	\$0.00	NO
Documation	Sea Containers Services Ltd.	Epayables System Licence and Maintenance Agreement	Contract	\$0.00	NO
Vodafone	Sea Containers Services Ltd.	Corporate Mobile	Contract	\$0.00	NO
MessageLabs	Sea Containers Services Ltd.	Email Security and Control	Contract	\$0.00	NO
Thomson Reuters	Sea Containers Services Ltd.	Hosting Corporate Website	Contract	\$0.00	NO
Iron Mountain	Sea Containers Services Ltd.	Offsite Data Protection and Magnet Media Storage	Contract	\$0.00	NO
OYEZSTRAKER OFFICE SUPPLIES LTD	Sea Containers Services Ltd.	Service Contract	Contract	\$0.00	NO
EQUISERVE TRUST COMPANY, N A (Computershare)	Sea Containers Ltd.	Service Agreement	Contract	\$0.00	NO
EQUISERVE TRUST COMPANY, N A (Computershare)	Sea Containers Ltd.	Fee/Service Agreement	Contract	\$0.00	NO
GE SEACO SERVICES LTD	Sea Containers Ltd.	Security Agreement	Contract	\$0.00	NO
GE SEACO SRL	Sea Containers Ltd.	Master Lease Agreement	Lease	\$0.00	NO
ARCHER MATHIESON	Sea Containers Services Ltd.	Services Agreement relating to Lisa Clement	AGREEMENT	\$0.00	NO
KAVNISH LTD	Sea Containers Services Ltd.	Services Agreement	AGREEMENT	\$0.00	NO
AJH ACCOUNTING SERVICES LTD	Sea Containers Services Ltd.	Service Agreement	AGREEMENT	\$0.00	NO
FMIS	Sea Containers Services Limited	Container Asset Management System	Contract	\$0.00	Yes
NCC Group	Sea Containers Services Limited	License for Container Asset Management System	AGREEMENT	\$0.00	Yes

Exhibit 2

Executory Contracts and Unexpired Leases to Be Assumed or Assumed as Amended

(Attached.)

Assume as Amended

Contract Party	Debtor Entity	ContractType	Sch Contract Type	Cure Amount
GE CAPITAL CONTAINER SRL	Sea Containers Ltd.	Amendment No. 1 to Omnibus Agreement	Contract	\$0.00
GE CAPITAL CONTAINER SRL	Sea Containers Ltd.	Omnibus Agreement	Contract	\$0.00
GE CAPITAL CONTAINER SRL	Sea Containers Ltd.	Members Agreement	Lease	\$0.00
GE CAPITAL CONTAINER SRL	Sea Containers Ltd.	Amendment No. 1 to Members Agreement	Lease	\$0.00
GE CAPITAL CONTAINER SRL	Sea Containers Ltd.	Amendment No. 2 to Members Agreement	Contract	\$0.00
GE CAPITAL CONTAINER SRL	Sea Containers Ltd.	Amendment to No. 3 to Members Agreement	Contract	\$0.00
GE CAPITAL CONTAINER SRL	Sea Containers Ltd.	Amendment to No. 3 to Omnibus Agreement	Contract	\$0.00
GE CAPITAL CONTAINER SRL	Sea Containers Ltd.	Amendment No. 4 to Members Agreement	Contract	\$0.00
GE CAPITAL CONTAINER SRL	Sea Containers Ltd.	Amendment to No. 5 to Members Agreement	Contract	\$0.00
GE CAPITAL CONTAINER SRL AND GE CAPTL CONTAINER	Sea Containers Ltd.	Settlement Agreement	Contract	\$0.00
GE CAPITAL CONTAINER SRL AND GE CAPTL CONTAINER	Sea Containers Ltd.	Amendment to No. 6 Members Agreement	Contract	\$0.00
GE CAPITAL CORPORATION	Sea Containers Ltd.	Amendment No. 1 to Members Agreement	Lease	\$0.00
GE SEACO SRL	Sea Containers Ltd.	License Agreement	Contract	\$0.00
GE SEACO SRL	Sea Containers Ltd.	Management Agreement	Contract	\$0.00
GE SEACO SRL	Sea Containers Ltd.	Amendment to Equipment Management Agreement	Contract	\$0.00
GE SEACO SRL	Sea Containers Ltd.	Amendment No. 1 to Omnibus Agreement	Contract	\$0.00
GE SEACO SRL	Sea Containers Ltd.	Amendment to No. 3 to Omnibus Agreement	Contract	\$0.00
GENSTAR CONTAINER CORPORATION	Sea Containers Ltd.	Amendment No. 1 to Omnibus Agreement	Contract	\$0.00
GENSTAR CONTAINER CORPORATION	Sea Containers Ltd.	Omnibus Agreement	Contract	\$0.00
GENSTAR CONTAINER CORPORATION	Sea Containers Ltd.	Amendment to No. 3 to Omnibus Agreement	Contract	\$0.00
GE CAPITAL CONTAINER SRL AND GE CAPTL CONTAINER	Sea Containers Services Ltd.	Settlement Agreement	Contract	\$0.00