

Contracts or Unexpired Leases that are deemed rejected as of the Effective Date shall have the right to assert any Claim on account of the rejection of such Executory Contracts or Unexpired Leases, including under section 502(g) of the Bankruptcy Code; provided that the Non-Debtor parties must comply with ARTICLE VII.B [of the Plan].

Further, the Plan Supplement will contain a schedule of "Rejected Executory Contracts and Unexpired Leases;" provided, however, that any Executory Contract and Unexpired Lease not previously assumed, assumed and assigned, or rejected by an order of the bankruptcy Court, and not listed in the schedule of "Rejected Executory Contracts and Unexpired Leases" will be rejected on the Effective Date, notwithstanding its exclusion from such schedule. Each contract and lease listed on the schedule of "Rejected Executory Contracts and Unexpired Leases" will be rejected only to the extent that any such contract or lease constitutes an Executory Contract or Unexpired Lease.

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

Notwithstanding anything in the Bar Date Order or the Employee Bar Date Order to the contrary, if the rejection of an Executory Contract or Unexpired Lease, including pursuant hereto, gives rise to a Claim by the non-Debtor party or parties to such contract or lease, such Claim will be forever barred and will not be enforceable against the Debtors, Newco, their respective successors or their respective properties unless a Proof of Claim is Filed and served on the Plan Administrator no later than 30 days after the Effective Date. All Allowed Claims arising from the rejection or repudiation of the Debtors' Executory Contracts and Unexpired Leases shall be classified as Other Unsecured Claims against the applicable Debtor and shall be treated in accordance with ARTICLE III.B.3 and ARTICLE III.B.5.

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, *any proof of claim* with regard to the rejection of the Included Item(s) must be filed with the Bankruptcy Court so as to be actually received by the Debtors' Claims Agent on or before thirty (30) days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that the failure to file a proof of claim with regard to the rejection of the Included Item(s) by the above-listed date shall *forever bar, estop and enjoin any counterparty listed above from asserting a claim in regard to the rejection of the Included Item(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.

Young Conaway Stargatt & Taylor
Robert S. Brady (No. 2847)
Edmon L. Morton (No. 3856)
Sean T. Greecher (No. 4484)
The Brandywine Building
1000 West Street, 17th Floor
P.O. Box 391
Wilmington, DE 19801
Telephone: (302) 571-6600

Kirkland & Ellis LLP
David L. Eaton (*pro hac vice*)
David A. Agay (*pro hac vice*)
Paul Wierbicki
Sienna R. Singer
AON Center
200 East Randolph Drive
Chicago, IL 60601
Telephone: (312) 861-2000

Counsel for the Debtors and the Debtors in Possession

Exhibit 1

Executory Contracts and Unexpired Leases to Be Rejected

(Attached.)

Reject

| Contract Party | Debtor Entity | Contract Description | Sch Contract Type |
|-----------------------------------|------------------------------|--|--------------------------|
| KEN GASKELL | Sea Containers Ltd. | Indemnification Agreement | Contract |
| MARK R. WILSON | Sea Containers Ltd. | Indemnification Agreement | Contract |
| WILLIAM W GALVIN III | Sea Containers Ltd. | Indemnification Agreement | Contract |
| HSBC VEHICLE FINANCE (UK) LIMITED | Sea Containers Services Ltd. | Vehicle Contract Hire Master Agreement | Contract |