

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

In re:

SEA CONTAINERS LTD., et al.,¹

Debtors.

Chapter 11

Case No. 06-11156 (KJC)

Jointly Administered

AFFIDAVIT OF SERVICE RE:

- Exhibit 1 NOTICE OF LISTING OF EXECUTORY CONTRACT(S) OR
UNEXPIRED NON-RESIDENTIAL LEASE(S) TO BE ASSUMED
OR ASSUMED AND ASSIGNED—Docket No. 2269
- Exhibit 2 NOTICE OF LISTING OF EXECUTORY CONTRACT(S) OR
UNEXPIRED NON-RESIDENTIAL LEASE(S) TO BE
REJECTED—Docket No. 2270
- Exhibit 3 NOTICE OF FILING OF PLAN SUPPLEMENT IN SUPPORT OF
DEBTORS' SECOND AMENDED JOINT PLAN PURSUANT TO
CHAPTER 11 OF THE UNITED STATES BANKRUPTCY
CODE—Docket No. 2272 [Re: Docket No. 2271]

I, Katya M. Belas, state as follows:

1. I am over eighteen years of age and I believe the statements contained herein are true based on my personal knowledge. I am employed by BMC Group, Inc., the Notice, Claims and Balloting Agent for the Debtors and Debtors-in-Possession in the above-captioned cases, whose business address is 444 North Nash Street, El Segundo, California 90245.

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¹ The Debtors are the following three entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): Sea Containers Ltd. (8412); Sea Containers Services Ltd. (9667); and Sea Containers Caribbean Inc. (4881). The address of Sea Containers Ltd. is 22 Victoria Street, P.O. Box HM 1179, Hamilton HMEX, Bermuda. The address of Sea Containers Services Ltd. is 20 Upper Ground, London SE1 9PF, United Kingdom. The address of Sea Containers Caribbean Inc. is 1114 Avenue of the Americas, New York, NY 10036

2. On October 24, 2008, at the direction of Young Conaway Stargatt & Taylor, LLP, Counsel for the Debtors and Debtors-in-Possession, I caused the above referenced documents attached hereto as Exhibits 1 through 3 to be served on the parties listed in Exhibits 4 and 5 as indicated below:

Exhibit 4 Affected Parties Address List regarding Docket Nos. 2269 and 2272

Exhibit 5 Affected Parties Address List regarding Docket Nos. 2270 and 2272

3. All parties were served via first-class mail and deposited with the United States Postal Service with postage thereon fully prepaid.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: October 28, 2008
El Segundo, California

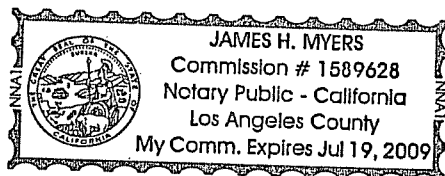
State of California)
County of Los Angeles)


Katya M. Belas

On October 28, 2008 before me, James H. Myers, a Notary Public, personally appeared Katya M. Belas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



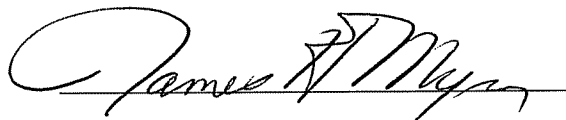


EXHIBIT 1

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.)	
)	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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Counsel for the Debtors and the Debtors in Possession

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
EQUIERVE TRUST COMPANY, N A (Computershare)	Sea Containers Ltd.	Service Agreement	Contract	\$0.00	NO
EQUIERVE 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

EXHIBIT 2

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.)	
)	REF. DOCKET NO. [____]
)	

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

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 "Rejection List"— *see below* regarding provisional nature of the Rejection List) to be rejected pursuant to Article VII of the Plan. Please take notice that included on the Rejection List are the following (the "Included Items"):

- SEE EXHIBIT 1 ATTACHED HERETO.

PLEASE TAKE FURTHER NOTICE that *the above-listed Included Item(s)* have been included in the Rejection List on a provisional basis, and the Debtors: (i) *expressly reserve the right* to remove the above-listed Included Item(s) from the Rejection List at any time prior to the Effective Date and assume such Included Item(s); and (ii) *make no admission or conclusion* as to whether the above-listed 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:

Except as otherwise provided herein, each Executory Contract and Unexpired Lease shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date, unless any such Executory Contract or Unexpired Lease: (a) is listed on the schedule of "Assumed Executory Contracts and Unexpired Leases" in the Plan Supplement; (b) has been previously assumed by the Debtors by Final Order of the Bankruptcy Court or has been assumed by the Debtors by order of the Bankruptcy Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (c) is the subject of a motion to assume or reject pending as of the Effective Date; (d) is an Executory Contract related to any Intercompany Claim; or (e) is otherwise assumed pursuant to the terms herein; provided, however, that the Services Agreement will continue in effect through the Effective Date without being assumed or rejected; provided further that the Pension Schemes Settlement Agreement shall govern with respect to all obligations between and among the Debtors and the Pension Schemes or the Pension Schemes Trustees, as the case may be.

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

The Confirmation Order will constitute an order of the Bankruptcy Court approving such rejections pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. Non-Debtor parties to Executory

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.

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.

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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

EXHIBIT 3

**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.)	REF. DOCKET NO. 2271
)	

**NOTICE OF FILING OF PLAN SUPPLEMENT IN SUPPORT OF DEBTORS' SECOND
AMENDED JOINT PLAN PURSUANT TO CHAPTER 11 OF THE UNITED STATES
BANKRUPTCY CODE**

PLEASE TAKE NOTICE THAT ON OCTOBER 24, 2008, THE DEBTORS AND DEBTORS IN POSSESSION IN THE ABOVE-CAPTIONED, JOINTLY ADMINISTERED CHAPTER 11 BANKRUPTCY CASES FILED THEIR PLAN SUPPLEMENT [DOCKET NO. 2271] (THE "PLAN SUPPLEMENT") IN SUPPORT OF DEBTORS' SECOND AMENDED JOINT PLAN PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE, WHICH WAS FILED IN THESE CASES ON SEPTEMBER 22, 2008 [DOCKET NO. 2193] (THE "PLAN").² THE DOCUMENTS CONTAINED IN THE PLAN SUPPLEMENT ARE INTEGRAL TO AND PART OF THE PLAN AND, IF THE PLAN IS APPROVED, SHALL BE APPROVED IN THE CONFIRMATION ORDER. THE HEARING TO CONSIDER CONFIRMATION OF THE PLAN IS CURRENTLY SCHEDULED FOR NOVEMBER 24, 2008, AT 10:00 A.M. (PREVAILING EASTERN TIME).

PLEASE TAKE FURTHER NOTICE that the Debtors expressly reserve the right to alter, amend, modify, or supplement any document in the Plan Supplement; provided, however, that if any document in the Plan Supplement is altered, amended, modified or supplemented in any material respect, the Debtors will file a blackline of such document with the Court for comparison purposes.

[Concluded on Next Page]

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

² Unless otherwise noted, capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

PLEASE TAKE FURTHER NOTICE that any party wishing to obtain copies of the Plan, the Plan Supplement documents referred to on the attached list, the Disclosure Statement related to the Plan may request copies from the Debtors' claims and noticing agent, BMC Group, by phone at 888-909-0100, or may download copies at <http://www.bmcgroup.com>.

Dated: Wilmington, Delaware
October 24, 2008

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/Edmon L. Morton

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Edmon L. Morton (No. 3856)
Sean T. Greecher (No. 4484)
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and

KIRKLAND & ELLIS LLP
David L. Eaton (*pro hac vice*)
David A. Agay (*pro hac vice*)
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Telephone: (312) 861-2000
Facsimile: (312) 861-2200

Counsel to the Debtors and Debtors-in-Possession

LIST OF PLAN SUPPLEMENT DOCUMENTS

1. Constitutional and Organizational Documents of Newco
 - (a) Memorandum of Association
 - (b) Certificate of Incorporation
 - (c) Bye-Laws
 - (d) Bermuda Monetary Authority Consents
2. Newco Transfer Agreement
3. Section 1129(a)(5) Disclosures with Respect to Directors and Officers
4. U.K. Scheme of Arrangement of Sea Containers Services Ltd.
5. GE SeaCo Definitive Settlement Documents
 - (a) Master Transaction Agreement
 - (b) Amended and Restated Members' Agreement
 - (c) Registration Rights Agreement
 - (d) Mutual Release Agreement
 - (e) Amended and Restated Newco Equipment Management Agreement
 - (f) Amended and Restated Genstar Equipment Management Agreement
 - (g) Newco Master Lease Agreement Termination Agreement
 - (h) Genstar Master Lease Agreement Termination Agreement
 - (i) GE SeaCo America Master Lease Agreement Termination Agreement
 - (j) Amended and Restated GE SeaCo America Equipment Management Agreement
 - (k) Amended and Restated GE SeaCo America Operating Agreement
 - (l) Amendment No. 4 to the Omnibus Agreement
 - (m) Trade Name Ratification Agreement
 - (n) Trade Name Sublicense Agreement
 - (o) Trade Name Agreements

- (p) Closing Instrument
 - (q) Amended and Restated Articles of Organisation
 - (r) Amended and Restated By-Laws
 - (s) Joinder Agreement³
 - (t) SCL Trademark Addendum
 - (u) GE Capital Administration Agreement
 - (v) Member Promissory Note
6. Executory Contracts and Unexpired Leases to Be Assumed or Assumed and Assigned
 7. Executory Contracts and Unexpired Leases to Be Assumed as Amended
 8. Executory Contracts and Unexpired Leases to Be Rejected
 9. Causes of Action to be Transferred to Newco
 10. Causes of Action to Be Retained by the Reorganized Debtors
 11. Equalization Escrow Agreement
 12. Non-Debtor Subsidiary Trust Deed
 13. Equalization-Related Employee Claim Trust Deed
 14. Newco Repatriation Note
 15. No Objection Letter
 16. Agreement with Respect to Pension Protection Fund Eligibility Procedures
 17. Newco Director and Officer Equity Incentive Plan
 18. Plan Administrator Agreement

³ Included as Exhibit N to Amendment No. 1 to the Master Transaction Agreement.

EXHIBIT 4

Sea Containers Ltd.

Total number of parties: 46

Exhibit 4 - Sea Containers Ltd.

Svc Lst	Name and Address of Served Party	Mode of Service
30473	A S & K SERVICES LTD, CEDAR HOUSE, 41 CEDAR AVENUE, HAMILTON, HM11 BERMUDA	US Mail (1st Class)
30473	AJH ACCOUNTING SERVICES LTD, 7 DEVOIL CLOSE, GUILDFORD, SURREY, GU4 7FG UNITED KINGDOM	US Mail (1st Class)
30473	ARCHER MATHIESON, ST LEONARD'S HOUSE, 126-130 ST LEONARD'S ROAD, WINDSOR, BERKSHIRE, SL4 3DG UNITED KINGDOM	US Mail (1st Class)
30473	BANK OF BERMUDA LIMITED, 6 FRONT STREET, HAMILTON HM11, PO BOX HM 1020, HAMILTON HM DX, BERMUDA	US Mail (1st Class)
30473	BANK OF BERMUDA LIMITED, 6 FRONT STREET, HAMILTON, HM11 BERMUDA	US Mail (1st Class)
30473	BRIDGEHOUSE ESTATES, THE MAYOR AND COMMONALTY AND CITIZENS, OF THE CITY OF LONDON AS TRUSTEES, OF THE BRIDGE HOUSE ESTATES, LONDON, ENGLAND, EC2P 2EJ UNITED KINGDOM	US Mail (1st Class)
30473	BRIDGEHOUSE ESTATES, BRIDGE HOUSE TRUST CITY OF LONDON, PO BOX 270 GUILDHALL, LONDON, EC2P 2EJ ENGLAND	US Mail (1st Class)
30473	DOCUMENTATION, WESSEX HOUSE, UPPER MARKET STREET, EASTLEIGH, HAMPSHIRE, SO50 9FD ENGLAND	US Mail (1st Class)
30473	EQUISERVE TRUST COMPANY, N A, C/O EQUISERVE, INC, 150 ROYALL ST, CANTON, MA, 02021-1031	US Mail (1st Class)
30473	EQUISERVE TRUST COMPANY, N A (COMPUTERSHARE), 150 ROYALL STREET, CANTON, MA, 02021	US Mail (1st Class)
30473	FMIS, ABBEY HOUSE, 20 E ST, FAVERSHAM, KENT, ME13 8AS UNITED KINGDOM	US Mail (1st Class)
30473	GE CAPITAL CONTAINER SRL, C/O CHANCERY CHAMBERS, HIGH STREET, CHANCERY HOUSE, HIGH STREET, BARBADOS, WEST INDIES	US Mail (1st Class)
30473	GE CAPITAL CONTAINER SRL AND GE CAPTL CONTAINER, TWO SRL; C/O CHANCERY CHAMBERS, CHANCERY HOUSE, HIGH STREET, BRIDGETOWN, BARBADOS	US Mail (1st Class)
30473	GE CAPITAL CORPORATION, 260 LONG RIDGE ROAD, STAMFORD, CT, 06927-9050	US Mail (1st Class)
30473	GE SEACO SERVICES LTD, 20 UPPER GROUND, LONDON, SE1 9PF ENGLAND	US Mail (1st Class)
30473	GE SEACO SERVICES LTD, 21 ST THOMAS STREET, 2ND FLOOR, LONDON, SE1 9RY ENGLAND	US Mail (1st Class)
30473	GE SEACO SRL, RANDALL M CATHELL, 2ND FLOOR, CHAMBERLAIN PLACE, BROAD STREET, BRIDGETOWN, BARBADOS	US Mail (1st Class)
30473	GE SEACO SRL, C/O CHANCERY CHAMBERS, CHANCERY HOUSE, HIGH STREET, BRIDGETOWN, BARBADOS	US Mail (1st Class)
30473	GE SEACO SRL, SEA CONTAINERS HOUSE, 20 UPPER GROUND, LONDON, SE1 9PF ENGLAND	US Mail (1st Class)
30473	GENSTAR CONTAINER CORPORATION, C/O GENERAL ELECTRIC CAPITAL CORPORATION, 260 LONG RIDGE ROAD, STAMFORD, CT, 06927-1600	US Mail (1st Class)
30473	GENSTAR CONTAINER CORPORATION, 901 MAIN AVENUE, 7TH FLOOR, NORWALK, CT, 06851	US Mail (1st Class)
30473	IRON MOUNTAIN, THIRD FLOOR, COTTONS CENTRE, TOOLEY STREET, LONDON, SE1 2TT ENGLAND	US Mail (1st Class)
30473	ITRM, 72 NEW BOND STREET, LONDON, W1S 1RR ENGLAND	US Mail (1st Class)
30473	KAVNISH LTD, 19 NEW FARM AVE, BROMLEY, KENT, BR1 3YE UNITED KINGDOM	US Mail (1st Class)
30473	KAVNISH LTD, TERNION COURT, 264-268 UPPER FOURTH STREET, CENTRAL MILTON KEYNES, BUCKINGHAMSHIRE, MK9 1DP ENGLAND	US Mail (1st Class)
30473	MESSAGELABS, 1240 LANDSDOWNECOURT, GLOUCESTER BUSINESS PARK, GLOUCESTER, GL3 4AB ENGLAND	US Mail (1st Class)
30473	NCC GROUP, MANCHESTER TECHNOLOGY CENTRE, OXFORD ROAD, MANCHESTER, M1 7EF UNITED KINGDOM	US Mail (1st Class)
30473	ORIENT-EXPRESS HOTELS LTD, CANON'S COURT, 22 VICTORIA STREET, HAMILTON, HM12 BERMUDA	US Mail (1st Class)
30473	ORIENT-EXPRESS HOTELS LTD, PO BOX HM 1179, 41 CEDER AVENUE, HAMILTON, HM EX BERMUDA	US Mail (1st Class)
30473	OYEZSTRAKER OFFICE SUPPLIES LTD, UNIT 43, 500 PURLEY WAY, CROYDON, SURREY, CR0 4NZ ENGLAND	US Mail (1st Class)

Svc Lst	Name and Address of Served Party	Mode of Service
30473	OYEZSTRAKER OFFICE SUPPLIES LTD, UNIT 4, 500 PURLEY WAY, CROYDON, SURREY, CR0 4NZ UNITED KINGDOM	US Mail (1st Class)
30473	SA PLANTATION J EGLIN ET COMPAGNIE, 25 AZAGUIE, RCI, FRANCE	US Mail (1st Class)
30473	SEA CONTAINERS AMERICA INC, 1155 AVENUE OF THE AMERICAS, NEW YORK, NY, 10036-2711	US Mail (1st Class)
30473	SEA CONTAINERS LIMITED, 41 CEDAR AVENUE, HAMILTON, HM79 BERMUDA	US Mail (1st Class)
30473	SEA CONTAINERS LIMITED, SEA CONTAINERS HOUSE, 20 UPPER GROUND, LONDON, SE1 9PF ENGLAND	US Mail (1st Class)
30473	THOMSON REUTERS, ALDGATE HOUSE, 33 ALDGATE HIGH STREET, LONDON, EC3N 1DL ENGLAND	US Mail (1st Class)
30473	THORNTON & CO SA, JODENSTRAAT 3, ANTWERP, 2000 BELGIUM	US Mail (1st Class)
30473	VODAFONE, PO BOX 5583, NEWBURY, RG14 5FF ENGLAND	US Mail (1st Class)
Subtotal for this group: 38		

EXHIBIT 5

Svc Lst	Name and Address of Served Party	Mode of Service
30474	HSBC VEHICLE FINANCE (UK) LIMITED, 8 CANADA SQUARE, LONDON, E14 5HQ UNITED KINGDOM	US Mail (1st Class)
30474	HSBC VEHICLE FINANCE (UK) LIMITED, C/O HSBC BANK PLC, PO BOX 3048, 12 CALTHORPE ROAD, BIRMINGHAM, B15 1QZ ENGLAND	US Mail (1st Class)
30474	KEN GASKELL, FLAT 14, 147 GEORGE STREET, LONDON, W1H 5LB UNITED KINGDOM	US Mail (1st Class)
30474	KEN GASKELL, 21 BRYANSTON STREET, LONDON, W1A 4NH UNITED KINGDOM	US Mail (1st Class)
30474	MARK R. WILSON, 1 FAIRWAY RISE, KENILWORTH, WARWICKSHIRE, CV8 2XN UNITED KINGDOM	US Mail (1st Class)
30474	MARK R. WILSON, 20 UPPER GROUND, LONDON, SE1 19PF ENGLAND	US Mail (1st Class)
30474	WILLIAM W GALVIN III, 136 MAPLE AVENUE, GREENWICH, CT, 06830	US Mail (1st Class)
30474	WILLIAM W GALVIN III, 885 3RD AVE STE 2900, NEW YORK, NY, 10022-4834	US Mail (1st Class)
Subtotal for this group: 8		