Exhibit 11

Equalization Escrow Agreement

THE ATTACHED DOCUMENT REPRESENTS THE MOST CURRENT DRAFT OF THE EQUALIZATION ESCROW AGREEMENT AS OF THE DATE HEREOF AND REMAINS SUBJECT TO FURTHER NEGOTIATION AND REVISION BY THE PARTIES. THE DEBTORS EXPRESSLY RESERVE THE RIGHT TO ALTER, MODIFY, AMEND, REMOVE, AUGMENT, OR SUPPLEMENT THE FOLLOWING DOCUMENT AT ANY TIME PRIOR TO THE EFFECTIVE DATE.

Dated [●]

ESCROW AGREEMENT
relating to the Equalisation Claim (as defined herein)

between

[PLAN ADMINISTRATOR]

and

[***ESCROW AGENT***]

and

SEA CONTAINERS LTD.

and

SEACO LTD.

and

THE TRUSTEES OF THE SEA CONTAINERS 1983 PENSION SCHEME

and

THE TRUSTEES OF THE SEA CONTAINERS 1990 PENSION SCHEME

and

THE TRUSTEES OF THE EQUALISATION-RELATED EMPLOYEE CLAIM TRUST

Debevoise & Plimpton LLP

This Agreement is made on [●] **between:**

(1) [●] (the "**Plan Administrator**");

(2) [●] a company incorporated under the laws of ***[NB residence to be confirmed, but to be outside UK]*** (with registered number [●]) whose registered office is at [●] (the "**Escrow Agent**");

(3) Sea Containers Ltd., a company incorporated under the laws of Bermuda whose registered office is at Canon's Court, 22 Victoria Street, HM1179 Hamilton, Bermuda ("**Reorganised SCL**");

(4) SeaCo Ltd., an exempted company incorporated under the laws of Bermuda whose registered office is at Canon's Court, 22 Victoria Street, Hamilton HMEX Bermuda ("**NewCo**");

(5) THOSE PERSONS whose names and addresses are set out in Schedule 1 (Part A) of this Agreement (collectively the "**Trustees of the 1983 Scheme**");

(6) THOSE PERSONS whose names and addresses are set out in Schedule 1 (Part B) of this Agreement (collectively the "**Trustees of the 1990 Scheme**"); and

(7) THOSE PERSONS whose names and addresses are set out in Schedule 1 (Part C) of this Agreement (collectively the "**Trustees of the Equalisation-Related Employee Claim Trust**".

(each a "**Party**" and together the "**Parties**").

Whereas:

(A) Sea Containers Ltd. ("**Original SCL**"), Sea Containers Services Limited ("**Original SCSL**") and Sea Containers Caribbean, Inc ("**Original SCC**") (together the "**SCL Group**") have entered into a joint plan (the "**Plan**"), for *inter alia* the reorganisation of Original SCL, Original SCSL and Original SCC into Reorganised SCL, Reorganised SCSL and Reorganised SCC respectively, and the resolution of outstanding creditor claims against, and equity interests in, the SCL Group pursuant to Chapter 11 of the United States Bankruptcy Code.

(B) The Trustees (as defined herein) are unsecured creditors of Original SCL and on [●] entered into a Settlement Agreement resolving claims of the Pension Schemes with the SCL Group and the Official Committee of Unsecured Creditors of Sea Containers Services Limited (the "**Settlement Agreement**") in respect of *inter alia* the Equalisation Claim (as defined herein).

(C) Pursuant to the terms of the Plan and the Settlement Agreement applicable to the Equalisation Claim, on the Effective Date, the Plan Administrator shall transfer all of Reorganised SCL's right, title and interests in the Equalisation Claim Reserve (as defined herein) to a restricted escrow account in the name of the Escrow Agent (the "**Escrow Account**").

(D) This Agreement sets out the terms under which the Escrow Agent shall hold the Escrow Funds (as defined herein) for and on behalf of the Trustees (and, to the extent applicable pursuant to this Agreement, the residual beneficiaries set out herein), and the Parties have agreed to enter into this Agreement to give effect to such terms (or, in the case of Newco only, to give effect to the terms of Clause 3.12 hereof).

It is agreed as follows:

1 Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"**1983 Scheme**" means the Sea Containers 1983 Pension Scheme;

"**1990 Scheme**" means the Sea Containers 1990 Pension Scheme;

"**Actuary's Certificate**" has the meaning given in Clause 3.2;

"**Bankruptcy Court**" has the meaning given that term in the Settlement Agreement;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

"**Calculation**" means the calculation of the amount of Escrow Funds required to be added to the Equalisation-Related Employee Claim Trust in order to

increase the amounts within the Equalisation-Related Employee Claim Trust to the amounts that would have been received under the Plan in respect of an allowed claim in the Bankruptcy Court of the 1983 Scheme and the 1990 Scheme of an aggregate of US$69,000,000, less (i) in the case of the Calculation referred to in Clause 3.8, the amount of Escrow Funds advised by the Trustees of both Schemes to the Escrow Agent pursuant to Clause 3.8 as representing the Proportion attributable to the 1990 Scheme or (ii) in the case of the Calculation referred to in Clause 3.11, all Escrow Funds distributed to the 1990 Scheme;

"**Cash Amount**" has the meaning given in Clause 3.12(i);

"**Equalisation Claim**" means the additional cost calculated by the Schemes' Actuary as of 30 November, 2007 of providing any benefits to any member of the Schemes as a result of the operation of Article 141 of the Treaty of Rome (including costs resulting from the effect of amendments to the Schemes' benefit structure as determined by the English Court or by agreement of the Pension Schemes, purportedly introduced on or after 17 May, 1990 in order to ensure compliance with Article 141 and also any further amendments made or purportedly made in reliance on the purported effectiveness of or in connection with such amendments) that have not otherwise been taken into account by the Schemes' Actuary at such date in calculating the Schemes' total shortfall claims under section 75 of the UK Pensions Act 1995;

"**Effective Date**" has the meaning given that term in the Plan;

"**Equalisation Claim Reserve**" has the meaning given that term in the Plan;

"**Equalisation Payment**" has the meaning given in Clause 3.6;

"**Equalisation-Related Employee Claim Trust**" means the Bermudan special purpose trust established to hold the Equalisation-Related Employee Claim Reserve (as defined in the Plan);

"**Escrow Account Costs Reserve**" means a reserve of [US $10,000] funded by Reorganised SCL or Original SCL, as the case may be;

"**Escrow Funds**" means the Shares and any cash amounts, as the case may be, from time to time standing to the credit of the Escrow Account;

"**Excess Funds**" has the meaning given in Clause 3.8;

"**Final Instruction**" has the meaning given in Clause 3.10;

"**Initial Cap**" has the meaning given in Clause 3.4;

"**Judgment**" has the meaning given in Clause 3.1;

"**Proportion**" has the meaning given in Clause 3.8;

"**Release Instruction**" has the meaning given in Clause 3.5;

"**Schemes**" means the 1983 Scheme and the 1990 Scheme;

"**Schemes' Actuary**" means Mercer Limited;

"**Share Amount**" has the meaning given in Clause 3.12(ii);

"**Shares**" means [ordinary] shares in the issued share capital of Newco;

"**Successor Escrow Agent**" has the meaning given in Clause 5.1; and

"**Trustees**" means the trustees of the 1983 Scheme and/or the 1990 Scheme as the context so requires.

In this Agreement, unless the context otherwise requires, a reference to a clause or schedule is a reference to a clause of, or schedule to, this Agreement.

2 Appointment of Escrow Agent and opening of Escrow Account

2.1 The Escrow Agent agrees to act as escrow agent to deal with the Escrow Funds in accordance with the terms of this Agreement.

2.2 On the Effective Date, the Plan Administrator, acting for and on behalf of Reorganised SCL, shall transfer to the Escrow Account all of Reorganised

SCL's right, title and interests in the Equalisation Claim Reserve, free and clear of any encumbrance, charge, mortgage, pledge, claim or lien.

2.3 The Escrow Agent shall hold the Escrow Funds for and on behalf of the Trustees pending release of the Escrow Funds in accordance with the provisions of this Agreement.

3 Release of Escrow Funds

3.1 No Escrow Funds shall be released from the Escrow Account until the Plan Administrator has notified the Escrow Agent in writing that it has received confirmation that either:

(i) Reorganised SCL has agreed with one or both of the Schemes that an Equalisation Claim exists in respect of that Scheme or, as the case may be, both Schemes and, if such agreement between it and the Trustees of the relevant Scheme or Schemes (i) occurs prior to the Effective Date, has obtained approval from the Bankruptcy Court and an English court of competent jurisdiction in respect of such agreement, or (ii) occurs after the Effective Date, has obtained approval from an English Court of competent jurisdiction in respect of such agreement; or

(ii) a final non-appealable judgment in respect of the Equalisation Claim of one or both of the Schemes has been handed down by an English court of competent jurisdiction,

(the above, either together or separately, being a "**Judgment**").

3.2 In the event that a Judgment is received pursuant to Clause 3.1, the amount of the Equalisation Claim in respect of the Scheme or Schemes in question shall be determined by the Schemes' Actuary in accordance with the terms of Article IV of the Settlement Agreement and Article V of the Plan, as applicable, including *inter alia* delivery to Reorganised SCL of the Schemes' Actuary's bases, methods and assumptions of calculation and, at the same time as such are delivered to the Schemes' Actuary, copies of instructions to the Schemes' Actuary from the Schemes' legal counsel regarding the calculation of the Equalisation Claim. The Schemes' Actuary shall subsequently issue a certificate to the Plan Administrator (with copies to Reorganised SCL and the Trustees) certifying the amount attributable to either or both of the Schemes, as the case may be, in respect of the Equalisation Claim (an "**Actuary's Certificate**"). For the avoidance of doubt, Reorganised SCL and the Trustees

reserve all rights under the Plan and Settlement Agreement including, without limitation, all rights in respect of any disputes regarding the Settlement Agreement.

3.3 To the extent that a Judgment is received pursuant to Clause 3.1 in respect of one Scheme before the other Scheme, the Schemes' Actuary shall make the calculation referred to in Clause 3.2 in respect of the Scheme as to which a Judgment has been received and issue an Actuary's Certificate in respect of such Scheme alone, and, if applicable, shall make any calculation and issue a further Actuary's Certificate in respect of the other Scheme at such time as a Judgment is received in respect of that Scheme.

3.4 Within 10 Business Days of receipt by the Plan Administrator of an Actuary's Certificate from the Schemes' Actuary, the Plan Administrator shall calculate the amount of Escrow Funds to be distributed to either or both of the Schemes pursuant to that Actuary's Certificate by dividing the amount set out in the Actuary's Certificate by US$69,000,000 and multiplying the resulting product by the amount of Escrow Funds initially transferred to the Escrow Account (any exchange rate conversions applicable to any calculations under Clause 3.2 and this Clause 3.4 being at a rate of US$2.05 to the pound (£), discounted by 8.6 per cent.), and shall provide such calculation to the Trustees; **provided that** if a Judgment pursuant to Clause 3.1 is received in respect of one Scheme before the other Scheme, the maximum amount of Escrow Funds distributable to the Scheme as to which a Judgment has been received (the "**Initial Cap**") shall be that amount of Escrow Funds having a value (calculated in accordance with this Clause 3.4) equivalent to what would have been received under the Plan in respect of a claim against Original SCL in the Bankruptcy Court of US$61,000,000, in the case of the 1983 Scheme, and US$8,000,000, in the case of the 1990 Scheme. For the avoidance of doubt, the Initial Cap shall only apply in respect of a distribution where a Judgment pursuant to Clause 3.1 is received by one Scheme before the other Scheme and, upon receipt of a Judgment or Judgments in respect of both Schemes, for the purposes of any distributions made pursuant to Clause 3.9 the Initial Cap shall not apply.

3.5 If, within 5 Business Days of receipt of the Plan Administrator's calculation pursuant to Clause 3.4, no party objects to the amount of Escrow Funds calculated as being distributable to the Scheme (or Schemes, as the case may be) in question, the Plan Administrator shall provide written notice to the Escrow Agent of the amount of Escrow Funds calculated as being distributable to the Scheme or Schemes pursuant to Clause 3.4, such written notice to be substantially in the form set out in Schedule 2 to this Agreement (a "**Release Instruction**").

3.6 Within 5 Business Days of receipt of a Release Instruction, the Escrow Agent

shall transfer from the Escrow Account to such Trustees as are stipulated in the relevant Release Instruction the amount of Escrow Funds set forth in the Release Instruction as have been determined distributable to the Trustees of the Scheme (or Schemes, as the case may be) in question by the Plan Administrator (an "**Equalisation Payment**"). In the event that a Judgment pursuant to Clause 3.1 is received in respect of one Scheme before the other Scheme, the Plan Administrator shall on receipt of the Actuary's Certificate in respect of the Scheme as to which a Judgment has been received pursuant to Clauses 3.2 and 3.3, make the calculation set out in Clause 3.4 (subject to the proviso thereto) and issue a Release Instruction pursuant to Clause 3.5 in respect of the Scheme as to which a Judgment has been received only.

3.7 If, pursuant to Clause 3.5, any party objects to the amount of Escrow Funds calculated as being distributable to the Trustees of the Scheme (or Schemes, as the case may be) in question, the parties shall attempt to resolve such dispute or disputes in accordance with the provisions of Article V of the Plan.

3.8 If a Judgment pursuant to Clause 3.1 is received in respect of one Scheme before the other Scheme, the Trustees of both Schemes shall, pursuant to Section 9.7 of the Settlement Agreement, co-operate to determine their respective proportions of the Escrow Funds after taking into account such Judgment (each a "**Proportion**"). If the Trustees of both Schemes agree on their respective Proportions, they shall jointly notify the Escrow Agent of such Proportions within 60 days after the date of such Judgment. Subsequent to (and only in the case of) notification of the Proportions to the Escrow Agent, if following (i) the issue of all Release Instructions pursuant to Clause 3.5 in respect of the Scheme as to which a Judgment has been received; or (ii) in the event that there are any disputes under Clause 3.7 in respect of the Scheme as to which a Judgment has been received, upon resolution of such disputes (and after the issue of any Release Instructions connected therewith), the remaining Escrow Funds are in excess of the Proportion applicable to the Scheme in relation to which a Judgment has not been received (such excess Escrow Funds being the "**Excess Funds**"), the Escrow Agent shall make the Calculation and promptly transfer the Excess Funds, or if the amount of the Excess Funds is greater than the amount of Escrow Funds required by the Calculation, the amount of Escrow Funds required by the Calculation, to the Trustees of the Equalisation-Related Employee Claim Trust.

3.9 Within 60 days after the receipt of a Judgment in respect of both Schemes and the issue of any Release Instruction(s) in respect of each such Judgment, if the calculation of the amount of Escrow Funds distributable to either Scheme pursuant to Clause 3.4 shall have been subject to the proviso to Clause 3.4 and there shall remain in the Escrow Account any Escrow Funds, the Plan Administrator shall calculate in accordance with Clause 3.4 the number of

additional Escrow Funds distributable to either Scheme by calculating the amount of Escrow Funds that would have been distributable to either Scheme but for the application of the Initial Cap, less the amount of Escrow Funds previously distributed to either Scheme, and shall provide such calculation to the Trustees. The Trustees shall provide to the Plan Administrator such information as the Plan Administrator shall reasonably request in order for it to perform such calculation pursuant to the preceding sentence of this Clause 3.9. If, within [5] Business Days of receipt of the Plan Administrator's calculation pursuant to this Clause 3.9, no party objects to the amount of Escrow Funds calculated as being distributable to such Scheme, the Plan Administrator shall provide a Release Instruction to the Escrow Agent with respect to such additional Escrow Funds to be distributed.

3.10 Subsequent to the receipt of a Judgment in respect of both Schemes and following (i) the issue of all Release Instructions issued pursuant to Clause 3.5 or Clause 3.9; or (ii) in the event that there are any disputes under Clause 3.7, upon resolution of such disputes (and after the issue of any Release Instructions connected therewith), the Plan Administrator shall provide the Escrow Agent with a written notice, substantially in the form set out in Schedule 3 to this Agreement and countersigned by each of the Plan Administrator and the Trustees of the Schemes, stating that no further Equalisation Payments shall be made to the Schemes and that the Escrow Account shall (subject to the provisions of Clauses 3.11 to 3.13) be closed (the "**Final Instruction**").

3.11 If, after receipt of the Final Instruction, there shall remain in the Escrow Account any Escrow Funds, the Escrow Agent shall, as soon as practicable after receipt of the Final Instruction, transfer to the Trustees of the Equalisation-Related Employee Claim Trust the remainder of the Escrow Funds up to a maximum aggregate of the amount required pursuant to the Calculation (subtracting, if applicable, from the required amount any Escrow Funds transferred pursuant to Clause 3.8 above).

3.12 If the amount of Escrow Funds transferred to the Trustees of the Equalisation-Related Employee Claim Trust under Clause 3.11 does not reduce the value of the Escrow Funds to zero, within 10 Business Days of such transfer the Escrow Agent shall:

(i) in respect of the proportion of such outstanding Escrow Funds which is cash (the "**Cash Amount**"), transfer the Cash Amount to Reorganised SCL, such Cash Amount to be distributed in accordance with the Plan; and

(ii) in respect of the proportion of such outstanding Escrow Funds which is Shares (the "**Share Amount**"), provide written notice to Newco (i) setting out the Share Amount and (ii) stating that the Escrow Agent will transfer the Share Amount to Newco provided that Newco will cancel the relevant Shares immediately upon receipt thereof, such written notice to be substantially in the form set out in Schedule 5 to this Agreement. Upon receipt by the Escrow Agent of a duly signed acceptance from Newco of the terms of such notice, the Escrow Agent shall promptly transfer the Share Amount to Newco and close the Escrow Account.

3.13 Any income attributable to the Escrow Funds whilst the Escrow Funds are held in the Escrow Account shall be distributed pro-rata to the Trustees and, if applicable, the Trustees of the Equalisation-Related Employee Claim Trust in the same proportion that any Escrow Funds distributed to such Party or Parties bear to the total Escrow Funds.

3.14 To the extent that the Escrow Funds comprise both Shares and cash, any calculation or distribution to be made in respect of the Escrow Funds pursuant to the provisions of this Clause 3 (other than the provisions of Clause 3.12) shall include the respective Share and cash elements of the Escrow Funds pro-rata to the total Share and cash elements of the Escrow Funds at the time of such calculation or distribution.

4 The Escrow Agent

4.1 The Escrow Agent shall have only those duties, obligations and responsibilities expressly specified in this Agreement and any duties, obligations or responsibilities which are implied by law or otherwise are hereby expressly excluded.

4.2 The Escrow Agent shall be reimbursed solely from the Escrow Account Costs Reserve for any and all costs incurred by the Escrow Agent in carrying out its duties under this Agreement.

4.3 The Escrow Agent may accept and rely on any notice, instruction or other document received by it under this Agreement (including, for the avoidance of doubt, the Release Instruction) as conclusive evidence of the facts and of the validity of the instructions stated in it and as having been duly authorised, executed and delivered and need not make any further enquiry in relation to it.

4.4 The Escrow Agent shall not be liable to any person for any losses such person may suffer arising out of or in connection with the performance or non-performance of its obligations under this Agreement, except to the extent directly resulting from the fraud, wilful default or gross negligence of the Escrow Agent or any of its officers and employees.

5 Resignation, Removal and Termination

5.1 The Escrow Agent may, at any time, resign by giving at least [30] Business Days' notice in writing to the other Parties specifying the date on which it wishes to resign, PROVIDED that such resignation shall not take effect unless and until a replacement escrow agent has been appointed. Upon receipt of such notice, the Trustees and the Plan Administrator shall appoint another person to act as escrow agent (the "**Successor Escrow Agent**") and shall promptly notify the other Parties in writing of such appointment.

5.2 If the resigning Escrow Agent does not receive notification of such appointment at least [5] Business Days prior to its desired resignation date, it may appoint another person of its own choosing as escrow agent and shall promptly notify the other Parties in writing of such appointment.

5.3 The Successor Escrow Agent shall, prior to or at the time of its appointment, enter into a deed of adherence in substantially the form set out in Schedule 4 to this Agreement. By entering into such a deed of adherence, the Successor Escrow Agent shall accede to all the rights and obligations of the Escrow Agent as if it were named in this Agreement as the Escrow Agent.

5.4 The obligations of the Escrow Agent under this Agreement will automatically terminate (but without affecting any accrued rights or obligations):

5.4.1 upon discharge of its obligations under Clause 3 whereupon the Escrow Funds fall to zero; or

5.4.2 upon its resignation or replacement pursuant to Clauses 5.1 to 5.3.

6 General

6.1 Any amendment to this Agreement must be in writing and signed by each Party.

6.2 No Party may, without the prior written consent of the other Parties, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Agreement.

7 Notices

7.1.1 Any notice, instruction or other document under or in connection with this Agreement must be:

(i) in writing and in English;

(ii) delivered by hand, fax, registered post or by courier using an internationally recognised courier company.

7.1.2 A notice, instruction or other document to the Escrow Agent shall be sent to the following address, or such other person or address as the Escrow Agent may notify from time to time by giving not less than five Business Days' notice to each other Party:

Escrow Agent: [ ]

Address: [ ]

Fax: [ ]

7.1.3 A notice, instruction or other document to the Plan Administrator shall be sent to the following address, or such other person or address as the Plan Administrator may notify from time to time by giving not less than five Business Days' notice to each other Party:

Plan Administrator: [ ]

Address: [ ]

Fax: [ ]

7.1.4 A notice, instruction or other document to Reorganised SCL shall be sent to the following address, or such other person or address as Reorganised SCL may notify from time to time by giving not less than five Business Days' notice to each other Party:

Reorganised SCL: [ ]

Address: [ ]

Fax: [ ]

7.1.5 A notice, instruction or other document to Newco shall be sent to the following address, or such other person or address as Newco may notify from time to time by giving not less than five Business Days' notice to each other Party:

Newco: [ ]

Address: [ ]

Fax: [ ]

7.1.6 A notice, instruction or other document to the Trustees of the 1983 Scheme shall be sent to the following address, or such other person or address as the Trustees of the 1983 Scheme may notify from time to time by giving not less than five Business Days' notice to each other Party:

Trustees of the 1983 Scheme: [ ]

Address: [ ]

Fax: [ ]

7.1.7 A notice, instruction or other document to the Trustees of the 1990 Scheme shall be sent to the following address, or such other person or address as the Trustees of the 1990 Scheme may notify from time to

time by giving not less than five Business Days' notice to each other Party:

Trustees of the 1990 Scheme: [ ]

Address: [ ]

Fax: [ ]

7.1.8 A notice, instruction or other document to the Trustees of the Equalisation Related Employee Claim Trust shall be sent to the following address, or such other person or address as the Trustees of the Equalisation-Related Employee Claim Trust may notify from time to time by giving not less than five Business Days' notice to each other Party:

Trustees of the Equalisation-Related Employee Claim Trust: [ ]

Address: [ ]

Fax: [ ]

7.1.9 A notice, instruction or other document shall be effective upon receipt and shall be deemed to have been received:

(i) at the time of delivery, if delivered by hand, registered post or courier; or

(ii) at the time of transmission in legible form, if delivered by fax,

provided that a notice, instruction or other document received on a non-Business Day or after 5:00pm London time on a Business Day shall be deemed to be received by 9:30am on the next Business Day.

8 Third Party Rights

This Agreement is for the sole benefit of the Parties and any person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

9 Governing Law and Jurisdiction

9.1 This Agreement shall be governed by and construed in accordance with English law.

9.2 All the Parties irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. All the Parties irrevocably submit to the jurisdiction of those courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum.

10 Appointment of Plan Administrator's Process Agent

10.1 The Plan Administrator hereby irrevocably appoints [●] of [●] as its agent to accept service of process in England and Wales (the "**Jurisdiction**") in any legal action or proceedings arising out of this Agreement, service upon whom shall be deemed completed whether or not forwarded to or received by the Plan Administrator.

10.2 The Plan Administrator agrees to inform each other Party in writing of any change of address of such process agent within 28 days of such change.

10.3 If such process agent ceases to be able to act as such or to have an address in the Jurisdiction, the Plan Administrator irrevocably agrees to appoint a new process agent in the Jurisdiction acceptable to each other Party and to deliver to each other Party within 14 days a copy of a written acceptance of appointment by the process agent.

11 Appointment of Escrow Agent's Process Agent

11.1 The Escrow Agent hereby irrevocably appoints [●] of [●] as its agent to accept service of process in the Jurisdiction in any legal action or proceedings arising out of this Agreement, service upon whom shall be deemed completed whether or not forwarded to or received by the Escrow Agent.

11.2 The Escrow Agent agrees to inform each other Party in writing of any change of address of such process agent within 28 days of such change.

11.3 If such process agent ceases to be able to act as such or to have an address in the Jurisdiction, the Escrow Agent irrevocably agrees to appoint a new process agent in the Jurisdiction acceptable to each other Party and to deliver to each other Party within 14 days a copy of a written acceptance of appointment by the process agent.

EXECUTED AS A DEED by)
[*Plan Administrator*] acting by)
[name of director] (Director))
and [name of director/)
secretary] (Director/Secretary))

EXECUTED AS A DEED by)
[*Escrow Agent*] acting by)
[name of director])
(Director) and [name of director/)
secretary] (Director/Secretary))

SIGNED as a Deed and delivered by)
Sea Containers Ltd.)
in the presence of:)

Witness: Name:

Signature:

Address:

Occupation:

SIGNED as a Deed and delivered by)
SeaCo Ltd. in the presence of:)

Witness: Name:

Signature:

Address:

Occupation:

SIGNED as a Deed and delivered by)
[*Name of Trustee of 1983 Scheme*])
in the presence of:)

Witness: Name:

Signature:

Address:

Occupation:

SIGNED as a Deed and delivered by)
[*Name of Trustee of 1990 Scheme*])
in the presence of:)

Witness: Name:

Signature:

Address:

Occupation:

SIGNED as a Deed and delivered by)
[*Name of Trustee of Equalisation-*])
Related Employee Claim Trust])
in the presence of:)

Witness: Name:

Signature:

Address:

Occupation:

Schedule 1

Part A

[Names and addresses of the Trustees of the 1983 Scheme]

Part B

[Names and addresses of the Trustees of the 1990 Scheme]

Part C

[Names and addresses of the Trustees of the Equalisation-Related Employee Claim Trust]

Schedule 2
Form of Release Instruction

To: [●]

[*DATE*]

Dear Sirs

We refer to the Escrow Account established in your name pursuant to the Escrow Agreement dated [●] in connection with the Equalisation Claim.

We refer to Clause 3 of the Escrow Agreement. This is a Release Instruction. We hereby irrevocably instruct you to transfer [●] Shares from the Escrow Account to [*state Trustees of Scheme or Schemes in question*].

Words and expressions used in this letter which are defined in the Escrow Agreement shall have the meaning attributed to them in the Escrow Agreement.

……..
[*Plan Administrator]*

Schedule 3
Form of Final Instruction

To: [●]

[DATE]

Dear Sirs

We refer to the Escrow Account established in your name pursuant to the Escrow Agreement dated [●] in connection with the Equalisation Claim. This is the Final Instruction.

We hereby confirm for the purposes of Clause 3.4 of the Escrow Agreement that the parties to this Final Instruction agree that no further Equalisation Payments shall be made to the Trustees of the 1983 Scheme or the Trustees of the 1990 Scheme and hereby instruct you to close the Escrow Account forthwith.

Words and expressions used in this letter which are defined in the Escrow Agreement shall have the meaning attributed to them in the Escrow Agreement.

……..
for and on behalf of the Plan Administrator

……..
for and on behalf of the Trustees of the Sea Containers 1983 Pension Scheme

……..
for and on behalf of the Trustees of the Sea Containers 1990 Pension Scheme

Schedule 4
Deed of Adherence

THIS DEED OF ADHERENCE is made on [ ] by [ ] of [ ] (the "Successor Escrow Agent") and is a Deed of Adherence referred to in, and is supplemental to, the Escrow Agreement.

INTRODUCTION

A. It is proposed that the Successor Escrow Agent should replace [ ] as an Escrow Agent pursuant to clause [ ] of the Escrow Agreement.

B. The Successor Escrow Agent has agreed to execute this Deed as a pre-condition of his appointment as such as required by Clause 5.3 of the Escrow Agreement.

DEED

1. **Definitions and Interpretation**

The Introduction forms part of this Deed and shall have the same form and effect as if set out in the body of the Deed. Any reference to this Deed shall include the Introduction.

In this Deed, the following words and expressions have the following meanings:-

"the Escrow Agreement" means the escrow agreement dated [ ] and made between [*Escrow Agent*] (1), [*Plan Administrator*] (2) Sea Containers Ltd (3), SeaCo Ltd. (4), the Trustees of the Sea Containers 1983 Pension Scheme (5), the Trustees of the Sea Containers 1990 Pension Scheme (6), and the Trustees of the Equalisation-Related Employee Claim Trust (7)[, as adhered to by [a] deed[s] in a similar form to this Deed dated [ ]];

"the Parties" means the parties to the Escrow Agreement from time to time (whether by virtue of having executed the Escrow Agreement or having

entered into this Deed or a deed in a similar form to this Deed) and "Party" shall be construed accordingly.

2. In this Deed:

Words and expressions which are defined in the Escrow Agreement shall (unless the context requires otherwise) have the same meanings given to them in such agreement.

Any reference to the Introduction or a Clause is to the Introduction or a clause (as the case may be) to or of this Deed;

The Clause headings contained in this Deed are included for convenience only and do not affect the interpretation of this Deed.

3. **Adherence**

3.1 The Successor Escrow Agent acknowledges, undertakes and covenants with each of the resigning Escrow Agent and the other parties to the Escrow Agreement that it shall be bound by and will observe and perform all the terms and conditions and obligations (to be performed and observed after the date of this Deed) of and included in the Escrow Agreement as if the Successor Escrow Agent had been a party to the Escrow Agreement and been referred to in it as an Escrow Agent.

3.2 The provisions of this Deed shall be enforceable by the resigning Escrow Agent and the other parties to the Escrow Agreement (including, for the avoidance of doubt, any person subsequently entering into a Deed of Adherence pursuant to the Escrow Agreement) as if the Successor Escrow Agent were a party to the Escrow Agreement and had been referred to in it as an Escrow Agent.

3.3 The Escrow Agreement shall take effect for the benefit of the Successor Escrow Agent and shall be enforceable by the Successor Escrow Agent as if it had been a Party and had been referred to in the Escrow Agreement as an Escrow Agent.

4. **Governing law and jurisdiction**

4.1 This Deed shall be governed by and construed in accordance with the laws of England.

4.2 The Successor Escrow Agent submits to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter arising out of or relating to this Deed.

4.3 The Successor Escrow Agent irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Deed being served on it at the address of the Successor Escrow Agent set out at the head of this Deed (or at such other address in the United Kingdom as notified by it for the purpose of the Escrow Agreement) in accordance with the provisions of the Escrow Agreement relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

Executed as a Deed and delivered on the date set out at its head.

SIGNED as a Deed and delivered by)

[*Successor Escrow Agent*])
in the presence of:)

Witness: Name:

Signature:

Address:

Occupation:

OR

EXECUTED AS A DEED by)
[*Successor Escrow Agent Limited/*)
plc] acting by [name of director])
(Director) and [name of director/)
secretary] (Director/Secretary))

Schedule 5
Form of Notice to Newco

Dear Sirs

We refer to Clause 3.12 of the Escrow Agreement. We hereby inform you that, in respect of the outstanding Escrow Funds in the Escrow Account, the Share Amount is [●] Shares. We hereby agree to transfer the Share Amount from the Escrow Account to account [●] in your name provided that you irrevocably agree to cancel such Shares immediately upon your receipt thereof.

Please acknowledge receipt of this letter deed, and signify your acceptance of its terms and your irrevocable agreement to cancel all such Shares transferred to you by us immediately upon your receipt thereof, by signing where indicated below.

Words and expressions used in this letter deed which are defined in the Escrow Agreement shall have the meaning attributed to them in the Escrow Agreement.

Signed and delivered as a Deed by:

……..
[*Escrow Agent*

We hereby acknowledge and agree as set forth above to the terms of this letter deed.

Signed and delivered as a Deed by:

……..
SeaCo Ltd.