

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE SEPTEMBER 11 LITIGATION

21 MC 97 (AKH)

STIPULATION AND ORDER

WHEREAS, defendant Securicor plc ("Securicor"), a public limited company organized under the laws of England, is alleged in Plaintiffs' Flight 77 Master Liability Complaint and Plaintiffs' Flight 93 Master Liability Complaint to be the parent corporation of defendant Argenbright Security, Inc. ("Argenbright"); and

WHEREAS, defendant Securitas A.B. ("Securitas"), a company organized under the laws of Sweden, is alleged in Plaintiffs' Flight 11 Master Liability Complaint, Plaintiffs' Flight 175 Master Liability Complaint and the Property Plaintiffs' Second Amended Master Liability Complaint to be the parent company of defendants Globe Airport Security Services, Inc. and Globe Aviation Services Corporation (collectively, "Globe"); and

WHEREAS, Securicor and Securitas each contests jurisdiction and in no way acknowledges by executing this Stipulation and Order that there is or could be any valid claim against Securicor or Securitas; and

WHEREAS, Plaintiffs assert that the Court has jurisdiction over Securicor and Securitas and in no way acknowledge by executing this Stipulation and

Order that there is or could be any deficiency in any claim that they have asserted or could assert against Securicor or Securitas; and

WHEREAS, the Air Transportation Safety and System Stabilization Act creates a federal cause of action for claims arising out of the September 11, 2001 terrorist attacks and further provides that the United States District Court for the Southern District of New York shall have exclusive, original jurisdiction over all such actions ("ATSSSA Actions"); and

WHEREAS, on July 24, 2002, Judge Alvin K. Hellerstein of the United States District Court for the Southern District of New York ordered that all ATSSSA Actions be consolidated under Master Docket Number 21 MC 97 (AKH); and

WHEREAS, pursuant to the Order of the Court dated November 12, 2002 and subsequent orders and/or instructions, all individual complaints filed under 21 MC 97 (AKH) (the "Individual Complaints"), and all claims raised in such Individual Complaints, are to be subsumed under one of five Master Complaints, namely Plaintiffs' Flight 11 Master Liability Complaint, Plaintiffs' Flight 175 Master Liability Complaint, Plaintiffs' Flight 77 Master Liability Complaint, Plaintiffs' Flight 93 Master Liability Complaint and Property Plaintiffs' Master Liability Complaint (collectively, the "Master Complaints"), as amended from time to time to include all Individual Complaints, whether filed before or after the filing of any of the Master Complaints, and all claims raised in such Individual Complaints; and

WHEREAS, on February 11, 2003, the Court "So Ordered" a Stipulation and Order submitted by Securicor, Securitas and Plaintiffs (each a "Party" and collectively, the "Parties") that stayed all proceedings against Securicor and Securitas until the Court entered an order granting or denying the Aviation Defendants' Motion to Dismiss Ground Damage Claims (the "Motion to Dismiss") (the "February 11, 2003 Order"); and

WHEREAS, on September 10, 2003, the Court entered a Decision and Order denying the Motion to Dismiss; and

WHEREAS, pursuant to the February 11, 2003 Order, as amended on October 27, 2003, Securicor and Securitas would, if properly served with any complaint in 21 MC 97 (AKH), be obligated to respond to that complaint on or before November 10, 2003;

THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN THE UNDERSIGNED ATTORNEYS FOR SECURICOR, SECURITAS, AND PLAINTIFFS' LIAISON COUNSEL, SUBJECT TO COURT APPROVAL, THAT:

1. All proceedings against Securicor and Securitas, including without limitation their time to move to dismiss, to answer or otherwise to respond to any Master Complaint or Individual Complaint, and all discovery of Securicor or Securitas, are stayed until April 24, 2004 (the "Stay Period").
2. Securicor and Securitas shall not assert as defenses the statute of limitations, laches or other doctrine related to the passage of time as to any

Individual Complaint that may be filed for a period of six months after the applicable statute of limitations has run, but no later than September 11, 2004, PROVIDED HOWEVER, that nothing in this Stipulation and Order shall be construed to revive any claim or cause of action that had already expired or was barred as of November 10, 2003.

3. Paragraph 2, supra, pertains to Individual Complaints only to the extent they raise claims against Securicor and Securitas. Nothing in this Stipulation and Order shall be construed to revive any claim or cause of action against any other defendant, including without limitation Argenbright and Globe.

4. Securicor and Securitas shall produce to Plaintiffs' Liaison Counsel on or before December 15, 2003 representations disclosing, or copies reflecting, the terms of all applicable insurance agreements and the amounts of their insurance, to the extent not previously provided by any other party. Securicor and Securitas shall also produce the terms of any applicable exclusions or limitations provisions by said date, to the extent not previously provided by any other party.

5. Securicor and Securitas shall be bound by any order relating to discovery in 21 MC 97 (AKH) issued during the Stay Period; PROVIDED HOWEVER, that this Paragraph 5 shall be effective only if and when the Court shall have determined that it has jurisdiction over Securicor or Securitas, as the case may be, AND FURTHER PROVIDED that nothing in this Paragraph 5 shall be construed as imposing any obligation on Securicor or Securitas to provide any discovery responses or produce any documents during the Stay Period except pursuant to

Paragraph 4 supra, AND FURTHER PROVIDED that this Paragraph 5 does not effect any limitation or waiver of Securicor's or Securitas's rights to object to any discovery request or demand to which they may ultimately be required to respond.

6. This Stipulation and Order shall not be deemed to waive or preclude any rights or defenses Securicor or Securitas may have under the Federal Rules of Civil Procedure or other applicable law.

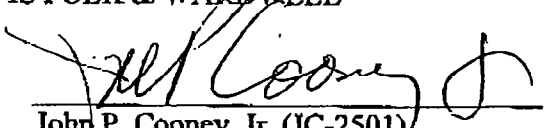
7. The Parties agree not to use this Stipulation and Order, including the fact that it was executed, in any way to attempt to establish that any state or federal court located in the United States has or does not have personal jurisdiction over Securicor or Securitas, in this or any other proceeding.

8. The Parties agree not to use this Stipulation and Order, including the fact that it was executed, in any way to attempt to establish that Plaintiffs have or have not validly served Securicor or Securitas with any of the Individual Complaints or Master Complaints.

9. The undersigned counsel hereby represent that they have the authority to execute this Stipulation and Order on behalf of their respective clients and to bind their clients to the terms hereof. Plaintiffs' Liaison Counsel specifically represent that they have the authority to bind to the terms of this Stipulation and Order plaintiffs who have filed or may in the future file an Individual Complaint.

Dated: November 6, 2003

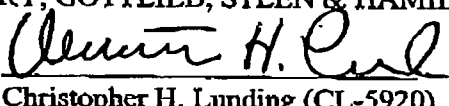
DAVIS POLK & WARDWELL

By: 
John P. Cooney, Jr. (JC-2501)

450 Lexington Avenue
New York, New York 10017
(212) 450-4558

Attorneys for Securicor plc

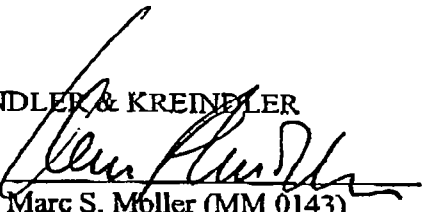
CLEARY, GOTTlieb, STEEN & HAMILTON

By: 
Christopher H. Lunding (CL-5920)

One Liberty Plaza
New York, NY 10006
(212) 225-2000

Attorneys for Securitas A.B.

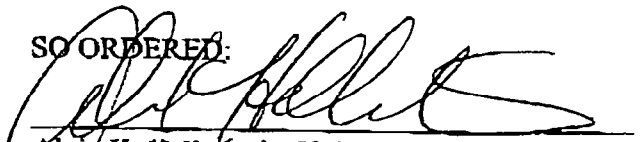
KREINDLER & KREINDLER

By: 
Marc S. Moller (MM 0143)

100 Park Avenue
New York, New York 10017
(212) 687-8181

Plaintiffs' Liaison Counsel

SO ORDERED:


Alvin K. Hellerstein, United States District Judge