

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE SEPTEMBER 11 LITIGATION :

21 MC 97 (AKH)

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STIPULATION AND ORDER

WHEREAS, pursuant to the order of the Court dated November 12, 2002 and subsequent orders and/or instructions, all complaints in individual actions that may have been filed or that may be filed in the future under 21 MC 97 (AKH) (the "Individual Actions"), and all claims raised in such Individual Actions, are to be subsumed under Plaintiffs' Flight 11 Master Liability Complaint, Plaintiffs' Flight 77 Master Liability Complaint, Plaintiffs' Flight 93 Master Liability Complaint, Plaintiffs' Flight 175 Master Liability Complaint or Property Plaintiffs' Master Liability Complaint (such complaints as amended on March 31, 2004 and as they may be further amended from time to time, collectively, the "Master Complaints"); and

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

WHEREAS, defendant Securitas A.B. ("Securitas"), a company organized under the laws of Sweden, is alleged in Plaintiffs' Amended Flight 11 Master Liability Complaint, Plaintiffs' Amended Flight 175 Master Liability Complaint and the Property

Plaintiffs' Third Amended Master Liability Complaint to be the parent corporation of Globe Aviation Services Corporation; and

WHEREAS, Securicor, Securitas and Plaintiffs (each a "Party" and collectively, the "Parties"), entered into a Stipulation and Order, dated January 31, 2003 and so ordered by the Court on February 11, 2003 (as amended on October 24, 2003 and so ordered by the Court on October 27, 2003), that inter alia stayed the proceedings against Securicor and Securitas until after the Court issued an order granting or denying the Motion of the Aviation Defendants To Dismiss Ground Damage Claims dated January 17, 2003 (the "Motion to Dismiss"); and

WHEREAS, on September 10, 2003, the Court denied the Motion to Dismiss; and

WHEREAS, the Parties entered into a Stipulation and Order, dated November 6, 2003 and so ordered by the Court on November 12, 2003, that inter alia further stayed the proceedings against Securicor and Securitas until April 24, 2004; and

WHEREAS, the Parties entered into a Stipulation and Order, dated April 26, 2004, and so ordered by the Court on April 30, 2004, that inter alia further stayed the proceedings against Securicor and Securitas until October 25, 2004; and

WHEREAS, the Parties wish to further extend the stay of proceedings against Securicor and Securitas; 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;

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 any of the complaints in the Individual Actions, and all discovery of Securicor or Securitas, are stayed from the date hereof until January 25, 2005 (or until such other date as the stay is automatically extended pursuant to Paragraph 2 below, the "Stay Period").

2. Unless not less than 10 days prior to the expiration of any Stay Period, a Party delivers written notice to all other Parties indicating that the sending Party does not consent to extend the Stay Period, the Stay Period shall be extended automatically for successive additional periods of 90 days; provided that all other provisions of this Stipulation and Order shall remain in full force and effect.

3. Subject to the terms set forth in Paragraphs 5, 6 and 7 below, Securicor and Securitas shall not be required to move to dismiss, to answer or otherwise to respond to any of the Master Complaints or any of the complaints in the Individual Actions until 20 days after the date the applicable Stay Period expires.

4. Notwithstanding the foregoing, Securicor and Securitas shall be bound by any order relating to discovery in 21 MC 97 (AKH) or relating to service of the Master Complaints or the complaints in the Individual Actions that may be issued during the Stay Period, provided that this Paragraph 4 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 4 shall be construed as imposing any obligation on Securicor or Securitas to provide any discovery responses, to submit to deposition or to produce any documents during the Stay Period, and further provided that this Paragraph 4 does not effect any limitation or waiver of Securicor's or Securitas's rights to object to any discovery request or demand to which either of them ultimately may be required to respond.

5. 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.

6. 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.

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 Plaintiffs have or have not validly served Securicor or Securitas with any of the Master Complaints or any of the complaints in the Individual Actions.

8. 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 complaints in the Individual Actions, including but not limited to Individual Actions asserting claims for wrongful death, personal injury and/or property damage.

Dated: October 25, 2004

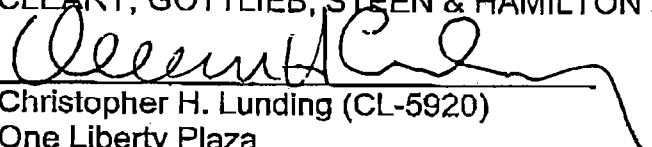
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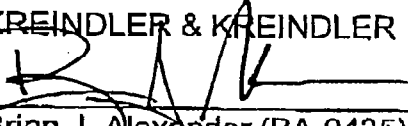
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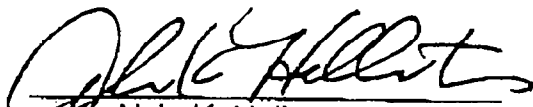
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Plaintiffs' Liaison Counsel

SO ORDERED
this 28th day of Oct, 2004:



Alvin K. Hellerstein
UNITED STATES DISTRICT JUDGE