

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(AMENDMENT NO. 6)*

Under the Securities Exchange Act of 1934

SAFETY COMPONENTS INTERNATIONAL, INC.

(Name of Issuer)

COMMON STOCK

(Title of Class Securities)

786474205

(CUSIP Number)

LEONARD DISALVO,
VICE PRESIDENT - FINANCE AND CFO
ZAPATA CORPORATION
100 MERIDIAN CENTRE, SUITE 350
ROCHESTER, NEW YORK 14618
TEL. (585) 242-2000

COPIES TO:

GORDON E. FORTH, ESQ.
WOODS OVIATT GILMAN LLP
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2 STATE STREET
ROCHESTER, NEW YORK 14614
TEL. (585) 987-2800

(Name, Address and Telephone Number of Person
Authorized to receive Notices and Communications)

SEPTEMBER 23, 2005

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box / /.

Note. Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act. (However, see the Notes).

(1) NAME OF REPORTING PERSON
S.S. or I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Zapata Corporation
74-1339132

(2) CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See
Instructions)

(a)
(b)

(3) SEC USE ONLY

(4) SOURCE OF FUNDS

N/A

(5) CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

(6) CITIZENSHIP OR PLACE OF ORGANIZATION

Nevada

(7) SOLE VOTING POWER

4,162,394 shares

NUMBER OF SHARES
BENEFICIALLY OWNED BY
EACH REPORTING PERSON
WITH

(8) SHARED VOTING POWER

0

(9) SOLE DISPOSITIVE POWER*

4,162,394 shares

(10) SHARED DISPOSITIVE POWER*

4,162,394 shares

(11) AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH
REPORTING PERSON

4,162,394 shares

(12) CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES

(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
77.3%

(14) TYPE OF REPORTING PERSON (See Instructions)
CO

* The shares are subject to contractual restrictions on disposition. See
items 4 through 6 of this Statement on Schedule 13D.

This Amendment No. 6 ("Amendment No. 6") to Schedule 13D is being filed by Zapata Corporation ("Zapata" or the "Reporting Person") to amend and supplement its original Schedule 13D filed September 29, 2003 by Zapata, as amended by Amendment No. 1 filed October 6, 2003, Amendment No. 2, filed October 9, 2003, Amendment No. 3 filed October 14, 2003, Amendment No. 4 filed November 14, 2003 and Amendment No. 5 filed March 19, 2004 (the "Schedule 13D"), relating to the common stock, par value \$0.01 per share (the "Common Stock"), of Safety Components International, Inc., a Delaware corporation (the "Issuer"). This Amendment No. 6 amends the Schedule 13D to include additional information to Item Nos. 4, 5 and 6. All other items that remain unchanged from the Schedule 13D are not repeated herein, but are incorporated herein by reference.

ITEM 4. PURPOSE OF THE TRANSACTION

On September 23, 2005, Zapata entered into a Stock Purchase Agreement with WLR Recovery Fund III, L.P., a Delaware limited partnership ("WLR III"), to sell to WLR III all of the 4,162,394 shares of the Issuer's Common Stock held by Zapata. On September 26, 2005, Zapata, WLR III and WLR Recovery Fund II, L.P. ("WLR II and collectively with WLR III, referred to as the "WLR Recovery Funds") entered into Amendment No. 1 and Joinder Agreement which joined WLR II as a party to the Stock Purchase Agreement. The Amendment No. 1 provides that WLR II and WLR III shall purchase 241,419 and 3,920,975 shares, respectively. The purchase price is \$12.30 per share or \$51,197,446 in the aggregate, which will be paid in immediately available funds at the closing of the transaction.

Completion of the transaction is subject to customary closing conditions, including approval by Zapata stockholders and the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR ACT"). On September 23, 2005, the Malcolm I. Glazer Family Limited Partnership (the "Glazer LP"), which beneficially owns approximately 51.9% of Zapata's outstanding common stock, entered into a Voting Agreement with the WLR Recovery Funds, and granted them an irrevocable proxy, each as amended on September 26, 2005, to vote in favor of the proposed transaction and against any competing transaction. The closing is expected to take place in the fourth quarter of 2005.

On September 26, 2005, Zapata and the WLR Recovery Funds entered into an Escrow Agreement with CitiBank, N.A., as escrow agent (the "Escrow Agreement"). Under the Escrow Agreement, Zapata deposited its stock certificate representing the 4,162,394 shares and the WLR Recovery Funds deposited the purchase price pending the closing.

Either Zapata or the WLR Recovery Funds may terminate the Stock Purchase Agreement if the other party has not performed its covenants by December 31, 2005, with certain exceptions (unless they have not been satisfied due to the terminating parties breach of the agreement) or if the HSR Act waiting period has not expired or been terminated by June 30, 2005. Zapata will be required to pay the WLR Recovery Funds a \$2,000,000 break-up fee, expenses up to \$500,000, plus a limited amount of accrued interest if the WLR Recovery Funds terminate the agreement and, as of December 31, 2005 Zapata has not completed its covenants in the agreement or Zapata's stockholder vote has not been secured by June 30, 2005 and there are no other unfulfilled conditions or breaches by the WLR Recovery Funds.

Zapata and the WLR Recovery Funds may be deemed to have formed a "group" by virtue of their execution, delivery and performance of the Stock Purchase Agreement. Zapata disclaims any involvement or participation as a member of a group with WRL. Zapata expressly disclaims beneficial ownership with respect to any shares other than shares owned of record or held in street name by Zapata.

Except as otherwise set forth herein, each of the Reporting Persons has no present plans or proposals with respect to any other action referred to in instructions (a) through (j) of Item 4 of Schedule 13D. Each of the Reporting Persons expressly reserves the right to change its business plans, operations and management arrangements with respect to the Issuer based on future developments.

The descriptions of the Stock Purchase Agreement, as amended, and Escrow Agreement contained in this Schedule 13D is qualified in its entirety by reference to such agreement, a copies of which are attached as Exhibits 1 and 2 to this Schedule 13D and incorporated by reference herein.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(b) Under the Stock Purchase Agreement and Escrow Agreement described in Item 4 and 6, Zapata has the sole power to vote the Safety Components shares pending the closing of the sale to the WLR Recovery Funds. The Stock Purchase Agreement provides that after the closing of the transaction and the issuance in the name of the WLR Recovery Funds of certificates representing the purchased Issuer shares, Zapata will cause its representatives to resign as directors of the Issuer. After the closing and until the issuance of the certificates, Zapata is obligated to vote the WLR Recovery Funds' nominees to the Issuer's board of directors.

Under the Stock Purchase Agreement, Zapata and the WLR Recovery Funds share the power to dispose of the shares, which have been deposited in escrow and may only be released upon the closing of the sale, termination of the Stock Purchase Agreement, or upon mutual agreement of Zapata and the WLR Recovery Funds.

According to the Stock Purchase Agreement, WLR Recovery Fund II, L.P. is a Delaware limited partnership and WLR Recovery Fund III, L.P., is a Delaware limited partnership, both have business addresses at 600 Lexington Avenue, New York, New York 10022. Further information about the identity and background of the WLR Recovery Funds can be found in Item 2 to the Schedule 13D filed or to be filed by the WLR Recovery Funds with the Securities and Exchange Commission on or about October 3, 2005.

(c) Except as described herein, Zapata has not effected any transactions in the Common Stock of the Issuer during the past sixty days.

(d) Under the Stock Purchase Agreement and Escrow Agreement described in Items 4 and 6, all dividends or distributions declared and paid prior to the closing of the transactions contemplated thereunder are to be deposited in escrow with CitiBank. The WLR Recovery Funds are entitled to receive all such dividends or distributions upon the closing of the transaction. If the transaction is not closed and the shares are returned to Zapata, Zapata shall be entitled to receive the dividends and distribution.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

On September 23, 2005, Zapata entered into a Stock Purchase Agreement described in Item 4 above and on September 26, 2005, Zapata into Amendment No. 1 and Joinder Agreement also described in Items 4 and 5 above. On September 26, 2005, Zapata and the WLR Recovery Funds entered into an Escrow Agreement referred to in Items 4 and 5 above. The descriptions of the Stock Purchase Agreement, as amended, and Escrow Agreement contained in Items 4 and 5 above are incorporated by reference in this Item 6. The description of the Stock Purchase Agreement and Escrow Agreement in this Schedule 13D is qualified in their entirety by reference to such agreement, copies of which are attached as Exhibits 1 and 2 to this Schedule 13D and incorporated by reference herein.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

- Exhibit 1 Stock Purchase Agreement dated September 23, 2005
 between Zapata Corporation and WLR Recovery Fund III, L.P., as
 amended by Amendment No. 1 and Joinder dated September 26, 2005

- Exhibit 2 Escrow Agreement dated September 26, 2005 among WLR
 Recovery Fund II, L.P., WLR Recovery Fund III, L.P., Zapata
 Corporation and Citibank N.A., as escrow agent

Signature

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 3, 2005

Zapata Corporation

By: /s/ Leonard DiSalvo

Name: Leonard DiSalvo

Title: Vice President - Finance and CFO

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT, dated as of September 23, 2005, is entered into between WLR RECOVERY FUND III, L.P., a Delaware limited partnership (the "Purchaser"), with an address of 600 Lexington Avenue, New York, New York 10022, and ZAPATA CORPORATION, a Nevada corporation (the "Selling Stockholder"), with an address of 100 Meridian Centre, Suite 350, Rochester, New York 14618.

WHEREAS, the Purchaser is prepared to purchase from the Selling Stockholder and the Selling Stockholder is prepared to sell to the Purchaser the Selling Stockholder's shares of capital stock of Safety Components International, Inc., a Delaware corporation ("Safety Components") whose shares trade on the OTC Bulletin Board under the symbol "SAFY", on the terms and conditions herein;

NOW THEREFORE, the parties hereto agree as follows:

1. PURCHASE AND SALE OF SECURITIES; CLOSING; ESCROW.

(a) Subject to the terms and conditions herein, the Selling Stockholder shall sell to the Purchaser, and the Purchaser shall purchase from the Selling Stockholder at the Closing (defined below), 4,162,394 shares (the "Purchased Shares") of the common stock, par value \$0.01 per share ("Common Stock"), of Safety Components free and clear of all security interests, liens or encumbrances other than those imposed by the applicable securities laws. In consideration for the Purchased Shares, at Closing, the Purchaser shall pay the Selling Stockholder a purchase price in immediately available funds of U.S. \$12.30 per share, or U.S. \$51,197,446 in the aggregate (the "Purchase Price"). The sale, assignment and transfer of the Purchased Shares will be made without recourse, representation or warranty of any kind by the Selling Stockholder, express or implied, except as expressly set forth herein.

(b) All dividends or distributions (whether in cash, property, securities, rights or otherwise) declared or paid with respect to the Purchased Shares after the date hereof and prior to Closing (the "Distributions") shall be payable to the Purchaser at the Closing concurrently with the transfer of the Purchased Shares together with all accrued interest thereon while held in escrow. All interest accrued on the Purchase Price while held in escrow (the "Accrued Interest") as required by the terms hereof shall be paid to the Selling Stockholder at the Closing concurrently with the payment of the Purchase Price to the Selling Stockholder. At the Closing, the Selling Stockholder shall make a payment to the Purchaser equal to the interest accrued on the amount borrowed by the Purchaser solely to fund the deposit of the Purchase Price for up to the first eight days after the initial deposit thereof with the Escrow Agent (such eight-day period, the "Maximum Borrowing Period") at an interest rate not to exceed the One Month LIBOR rate plus one hundred basis points based on a 365 day year (the "Borrowing Factor Payment"). One Month LIBOR Rate means the rate per annum equal to the one-month London interbank offered

rate for United States dollars, as of the date hereof, as reflected in the "Money Rates" section of The Wall Street Journal. At the Closing, the Purchaser shall provide the Selling Stockholder with a written statement of the amount of the Borrowing Factor Payment and the supporting calculation therefor.

(c) If a stock split, stock dividend or reclassification occurs prior to the Closing, then the number of shares which constitutes the Purchased Shares and the Purchase Price shall be appropriately and equitably adjusted so as to maintain the proportionate number of Purchased Shares without changing the aggregate Purchase Price.

(d) Upon the execution hereof or within one business day thereafter (or such later date as the parties may agree in writing), the Purchaser, the Selling Stockholder and CitiBank, N.A. (the "Escrow Agent") shall enter into an escrow agreement, substantially in the form attached hereto as Exhibit A, with such changes thereto as may be reasonably required by the Escrow Agent consistent with the terms hereof as a condition to the execution thereof (the "Escrow Agreement"). Upon execution of the Escrow Agreement (or such later date or time as the parties may agree in writing), (i) the Selling Stockholder shall deliver to the Escrow Agent the stock certificate it holds in definitive form which represents the Purchased Shares, together with a stock power duly endorsed in blank, and (ii) the Purchaser shall deliver to the Escrow Agent, by wire transfer to the account designated by the Escrow Agent in writing to the Purchaser the amount of the full Purchase Price. During the term of this Agreement, the Selling Stockholder shall also deliver to the Escrow Agent any Distributions it receives. Upon receipt thereof, the Escrow Agent shall hold, invest and disburse the certificate representing the Purchased Shares, any Distributions, the Purchase Price and other Escrowed Property (as defined in the Escrow Agreement) in accordance with the terms and provisions of the Escrow Agreement. At all times prior to the Closing, the Purchaser shall have no rights as a stockholder in Safety Components with respect to the Purchased Shares by virtue of this Agreement or otherwise, and all such rights, including the right to vote the Purchased Shares, shall remain with the Selling Stockholder.

(e) Upon the conditions set forth in Sections 6(a)(ii), 6(a)(iii), 6(a)(iv), 6(b)(ii), 6(b)(iii), 6(b)(iv) and 6(b)(v) herein being satisfied, either the Purchaser or the Selling Stockholder may execute and deliver to the Escrow Agent the Closing Notice referred to in Section 4(b) of the Escrow Agreement (with a copy to the other party) authorizing the Closing deliveries provided for herein. If a party to this Agreement receives a copy of a Closing Notice, it may at any time within three (3) business days thereafter give a Closing Notice Objection (as defined in the Escrow Agreement) to the Escrow Agent (with a copy to the other party) if any of its conditions precedent under Section 6 hereof to its obligation to consummate the transactions contemplated hereby have not been satisfied as of such time.

2. CLOSING. The transfer of the Purchased Shares, together with any Distributions (including any earnings thereon while held in escrow) and payment of the Purchase Price and the Accrued Interest (the "Closing") will occur no later than 10:00 a.m. New York time on the fourth business day (or the next business day thereafter if it is a legal holiday) after the conditions set forth in Section 6 have been satisfied or waived by the party entitled to the benefit thereof. The Closing shall take place at the offices of Woods Oviatt Gilman LLP, Rochester, New York, or at such other time or location as the parties shall mutually agree. At the Closing (i) the Selling Stockholder shall instruct the Escrow Agent to deliver to the Purchaser the stock certificate it

holds in definitive form which represents the Purchased Shares, together with a stock power duly endorsed in blank, and any Distributions (including any earnings thereon while held in escrow) and (ii) the Purchaser shall instruct the Escrow Agent to deliver to the Selling Stockholder, by wire transfer to an account designated by the Selling Stockholder in writing to the Purchaser and the Escrow Agent (not less than two days prior to the Closing) the amount of the full Purchase Price together with the Accrued Interest. The time and date of such payment and delivery referred to in this Agreement as the "Closing Date."

3. REPRESENTATIONS AND WARRANTIES OF SELLING STOCKHOLDER. The Selling Stockholder represents and warrants to the Purchaser as follows:

(a) the Selling Stockholder is a corporation validly existing and in good standing under the laws of Nevada and has all the requisite power and authority to execute and deliver this Agreement and the Escrow Agreement (the "Transaction Agreements") and, subject to the Vote, to carry out all the terms and provisions hereof and thereof to be carried out by it;

(b) Safety Components is a corporation validly existing and in good standing under the laws of Delaware;

(c) the execution and delivery of the Transaction Agreements by the Selling Stockholder and the performance of the Selling Stockholder's obligations hereunder and thereunder have been duly authorized by all necessary corporate action;

(d) the Transaction Agreements have been duly executed and delivered by the Selling Stockholder and constitute the valid and binding obligations of the Selling Stockholder;

(e) the Selling Stockholder owns of record and beneficially all of the Purchased Shares free and clear of all security interests, liens and encumbrances (except for any restrictions which may apply under applicable securities laws), and there are no stockholders agreements, voting agreements or proxies to which the Purchased Shares are subject;

(f) there are no outstanding options, warrants, rights to acquire or subscribe to, or calls or commitments of any character whatsoever to which the Selling Stockholder is a party or by which it is bound, requiring the issuance or sale of shares of any class of capital stock or other equity securities of Safety Components or securities or rights convertible into or exchangeable for such shares or other equity securities of Safety Components;

(g) other than the Purchased Shares, the Selling Stockholder is not the beneficiary of any options, warrants, rights to acquire or subscribe to, or calls or commitments for, any shares of any class of capital stock or other equity securities of Safety Components ("Safety Components Securities");

(h) the Purchased Shares represent all of the Safety Components Securities owned by the Selling Stockholder on the date hereof;

(i) the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions of this Agreement will not, (i) conflict with the certificate of incorporation or by-laws

(or comparable organizational documents) of either of the Selling Stockholder or Safety Components, (ii) to the knowledge of the Selling Stockholder, result in any breach, violation or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or creation or acceleration of any obligation or right of a third party or loss of a benefit under, or result in the creation of any security interests, liens or encumbrances upon any of the properties or assets of either the Selling Stockholder or Safety Components under, any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license or other authorization applicable to either of the Selling Stockholder or Safety Components or their respective properties or assets or (iii) subject to the governmental filings and other matters referred to in the following sentence, to the knowledge of the Selling Stockholder, conflict with or violate any judgment, order, decree, law, statute, code, ordinance, regulation, rule, principle of common law or other legally enforceable obligation imposed by any federal, state or local or foreign government, any court, administrative, regulatory or other governmental agency, commission or authority or any non-governmental United States or foreign self-regulatory agency, commission or authority or any arbitral tribunal (each, a "Governmental Entity") applicable to the Selling Stockholder or Safety Components or their respective properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, defaults, rights, losses, security interests, liens or encumbrances that, individually or in the aggregate, would not reasonably be expected to have or result in a material adverse effect on the Selling Stockholder or Safety Components and that would not prevent or materially delay the consummation of the transactions contemplated by this Agreement. No consent, approval, order or authorization of, action by or in respect of, or registration, declaration or filing with, any Governmental Entity or any third party is required by the Selling Stockholder or Safety Components in connection with the execution and delivery of this Agreement by the Selling Stockholder or the consummation by the Selling Stockholder of the transactions contemplated hereby, except for: (i) the filing with the Commission (as defined herein) of (A) an information statement pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") and (B) such reports under the Exchange Act, as may be required in connection with this Agreement and the transactions contemplated hereby; (ii) the Vote (as defined herein) and (iii) the filing of a premerger notification and report form by the Selling Stockholder under the HSR Act (as defined herein); and

(j) following the Closing, (i) the payments due to the Selling Stockholder from Safety Components under the Tax Sharing and Indemnity Agreement, dated as of March 19, 2004, by and between the Selling Stockholder and Safety Components shall not exceed \$450,000 and (ii) to the knowledge of the Selling Stockholder, Safety Components shall have no obligation after the Closing Date to make any other payments to the Selling Stockholder pursuant to any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license or other authorization.

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER. The Purchaser represents, warrants and acknowledges to the Selling Stockholder as follows:

(a) the Purchaser is a limited partnership validly existing and in good standing under the laws of the State of Delaware and has all the requisite power and authority to execute and deliver the Transaction Agreements and to carry out all the terms and provisions thereof to be carried out by it;

(b) the execution, delivery and performance of the Transaction Agreements by the Purchaser has been duly authorized by all necessary action;

(c) the Transaction Agreements have been duly executed and delivered by the Purchaser and constitute the valid and binding obligations of the Purchaser enforceable in accordance with its terms;

(d) the Purchaser has been advised that the Purchased Shares have not been registered under the Securities Act of 1933, as amended (the "Act"), or under applicable state blue sky laws and that the certificate evidencing the Purchased Shares will be legended accordingly;

(e) the Purchaser is acquiring the Purchased Shares for its own account;

(f) the Purchaser is an experienced and sophisticated investor, is able to fend for itself in the transactions contemplated by this Agreement, and has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of acquiring the Shares;

(g) the Purchaser is aware that the Purchased Shares may not be sold unless such Purchased Shares are registered pursuant to the Act and state securities laws or qualify for an exemption from such registration; and

(h) the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions of this Agreement will not, (i) conflict with the partnership agreement (or comparable organizational documents) of the Purchaser, (ii) result in any breach, violation or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or creation or acceleration of any obligation or right of a third party or loss of a benefit under, or result in the creation of any security interests, liens or encumbrances upon any of the properties or assets of the Purchaser under, any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise, license or other authorization by which the Purchaser is bound or (iii) conflict with or violate any judgment, order, decree, law, statute, code, ordinance, regulation, rule, principle of common law or other legally enforceable obligation imposed by any Governmental Entity on the Purchaser or its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, defaults, rights, losses, security interests, liens or encumbrances that, individually or in the aggregate, would not reasonably be expected to prevent or materially delay consummation of the transactions contemplated by this Agreement; and

(i) notwithstanding anything herein or elsewhere to the contrary, except as expressly set forth herein, the Selling Stockholder makes no representation or warranty of any kind in connection with, and shall have no responsibility with respect to, the financial statements, financial condition, financial performance, future prospects or plans or any other aspect of Safety Components (collectively, "Safety Components Information") or the Purchased Shares; the Purchaser has independently, and without reliance on the Selling Stockholder, reviewed such documents and information as it has deemed appropriate (including the publicly available registration statements, reports and documents relating to Safety Components filed with the

Commission (as defined herein) or non-public documents which have been made available to it by Safety Components), and made its own financial analysis and decision to enter into this Agreement and to purchase the Purchased Shares in accordance with the terms hereof.

5. COVENANTS OF THE PARTIES.

(a) Efforts and Actions to Cause Closing to Occur; HSR Act.

(i) Prior to the Closing, upon the terms and subject to the conditions of this Agreement, the parties hereto shall use their best efforts to take, or cause to be taken, all actions, and to do, or cause to be done all things necessary, proper or advisable (subject to any applicable laws) to consummate the Closing as promptly as practicable including, but not limited to the preparation and filing of all forms, registrations and notices required to be filed to consummate the Closing and the taking of such actions as are necessary to obtain any requisite approvals, authorizations, consents, orders, licenses, permits, qualifications, exemptions or waivers by any third party or any Governmental Entity. In addition, no party hereto shall take any action after the date hereof that could reasonably be expected to materially delay the obtaining of, or result in not obtaining, any permission, approval or consent from any such Governmental Entity or other person required to be obtained prior to Closing.

(ii) Within 10 business days following the execution of this Agreement, the Purchaser and the Selling Stockholder shall both file with the Federal Trade Commission and the Department of Justice the notification and report form required of them under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended ("HSR Act"), for the consummation of the transactions contemplated by this Agreement. The Purchaser and the Selling Stockholder shall both promptly submit any additional materials that may be reasonably requested by governmental officials in connection therewith pursuant to the HSR Act and exercise best efforts to obtain early termination of the waiting period, and otherwise obtain prompt clearance, under the HSR Act. Each of the Purchaser and the Selling Stockholder shall give the other reasonably prompt notice of any communication with, and any proposed understanding, undertaking or agreement with, any governmental authority regarding any such filings or any such transaction. Neither the Purchaser nor the Selling Stockholder, shall independently participate in any meeting, or engage in any substantive conversation, with any governmental authority in respect of any such filings, investigation or other inquiry without giving the other prior notice (if practicable) of the meeting and discussing with the Purchaser or the Selling Stockholder. The Purchaser and the Selling Stockholder shall promptly notify the Escrow Agent (with a copy to the other party) immediately upon the expiration or earlier termination of the waiting period under the HSR Act. The Purchaser and the Selling Stockholder shall share equally the filing fees by the parties pursuant to the HSR Act.

(iii) Notwithstanding the foregoing or any other covenant herein contained, nothing in this Agreement shall be deemed to require the Purchaser to divest or hold separate any assets or agree to limit its normal and regular operations after the Closing. To the knowledge of the Purchaser, there is not any aspect of its businesses that may require any such action on its part that would reasonably be expected to be imposed by any Governmental Authority as a condition to the expiration or termination of the waiting period under or clearance under the HSR Act.

(b) Notification of Certain Matters. The parties hereto shall give notice to the other party promptly after becoming aware of (i) the occurrence or non-occurrence of any event whose occurrence or non-occurrence would be likely to cause either (A) any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the Closing Date or (B) any condition set forth in Section 6 to be unsatisfied in any material respect at any time from the date hereof to the Closing Date and (ii) any material failure of such party or any officer, director, employee or agent thereof, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder; provided, however, that (x) the delivery of any notice pursuant to this Section shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice and (y) the failure to give such notice shall not be required from and after the time the party to whom such notice is to be given has actual knowledge of the information required to be included in such notice. If a party hereto shall give notice to the other party hereto that a representation or warranty of such other party contained in this Agreement is untrue or inaccurate in any material respect, then such other party shall have 15 days to investigate and, if applicable, cure such untrue or inaccurate representation or warranty.

(c) Stockholder Approval.

(i) Within 10 days following the execution and delivery of this Agreement, the Selling Stockholder shall prepare and file with the Securities and Exchange Commission (the "Commission") an information statement (together with any amendment or supplement thereto, the "Information Statement") to be used in connection with the consent of the stockholders of the Selling Stockholder, and shall promptly use its commercially reasonable best efforts to respond to the comments of the Commission, if any, in connection therewith and to furnish all information required in the Information Statement. The Selling Stockholder shall cause the definitive Information Statement to be mailed promptly to the stockholders of the Selling Stockholder, and, if necessary under the Exchange Act, after the definitive Information Statement shall have been so mailed, to promptly circulate amended, supplemental or supplemented materials thereto.

(ii) The Selling Stockholder shall, in accordance with applicable law, seek the written consent of the stockholders of the Selling Stockholder as promptly as practicable following the mailing of the definitive Information Statement, for the purpose of voting upon or consenting to (as applicable) the sale of the Purchased Shares on the terms and conditions herein. The Selling Stockholder shall take all commercially reasonable actions to secure the vote or consent of stockholders required by applicable law and by the Certificate of Incorporation or the By-laws of the Selling Stockholder to approve the sale of the Purchased Shares (the "Vote"). The Selling Stockholder shall notify in writing the Purchaser upon the stockholders of the Selling Stockholder approving the sale of the Purchased Shares pursuant to the terms hereof.

(d) Election of Purchaser's Representatives to Safety Components Board of Directors. Promptly after the execution and delivery of this Agreement, the Purchaser shall provide Safety Components with the names of the representatives to be elected to the Safety Components Board of Directors and such information as Safety Components may require in order to have such representatives elected to its Board of Directors and to comply prior to Closing with Section 14(f) of the Exchange Act. Immediately following the Closing, until the Purchased Shares are issued in the name of the Purchaser, the Selling Stockholder shall vote the

Purchased Shares in the manner required to cause the representatives so designated by the Purchaser to constitute the majority of the directors on the Board of Directors of Safety Components (exclusive of the Selling Stockholders' representatives on the Board of Directors of Safety Components). Promptly following the issuance of a new stock certificate issued in the name of the Purchaser representing the Purchased Shares transferred pursuant to this Agreement to the Purchaser, any remaining representatives of the Selling Stockholder who shall be on the Board of Directors of Safety Components shall resign from such position.

(e) Completion of Actions. On or before December 31, 2005, each party hereto shall have performed all covenants required to be performed by it under this Agreement or the other Transaction Agreements other than (i) those covenants hereunder or thereunder that are required to be performed or that are only capable of being performed by it on or following the Closing Date in accordance with the terms hereof or thereof and (ii) any action required to be performed by it under Section 5.2(a)(ii) following the initial filing of its notification and report form within the 10-business day period specified thereunder. Notwithstanding the foregoing, with respect to the Selling Stockholder's obligation under Section 5(c), (A) if the Selling Stockholder shall not have procured the Vote pursuant to such Section 5(c) prior to December 31, 2005 and (B) the Selling Stockholder's failure to procure the Vote by such date is attributable to the Selling Stockholder's inability to resolve, in good faith, to the Commission's satisfaction any comments pertaining to its review of the Information Statement within 30 days following notice (whether orally or in writing) by the Commission to the Selling Stockholder of its intention to provide comments on the Information Statement, then, for each additional day beyond the aforementioned 30-day period that is required to resolve any such comments, the Selling Stockholder shall be granted hereunder one additional day following the date of December 31, 2005 to mail, if necessary, the Definitive Information Statement and to procure the Vote. For purposes of the immediately foregoing sentence, the Selling Stockholder will be obligated hereunder to diligently inquire with Commission to determine whether the Commission will furnish comments with respect to the Information Statement.

6. CLOSING CONDITIONS.

(a) Conditions to Selling Stockholder's Obligations. The obligation of the Selling Stockholder to consummate the transactions contemplated hereunder is subject to the satisfaction of the following conditions or waiver thereof by the Selling Stockholder:

(i) Accuracy of Representations and Warranties. The representations and warranties of the Purchaser shall be true and accurate as of the Closing in all material respects.

(ii) Approval of Selling Stockholder's Stockholders. The sale of the Purchased Shares by the Selling Stockholder to the Purchaser pursuant to the terms of this Agreement shall have been approved by holders of a majority of the outstanding shares of common stock of the Selling Stockholder entitled to vote thereon in accordance with applicable law, and the Selling Stockholder's Certificate of Incorporation and By-laws.

(iii) No Injunction. No temporary restraining order, preliminary or permanent injunction or other order shall have been issued by any Governmental Entity, and no

other legal restraint or prohibition preventing the consummation of the sale of Purchased Shares shall be in effect.

(iv) HSR Act. All waiting periods under the HSR Act with respect to the filings made under Section 5(a)(ii) hereof shall have expired or terminated.

(b) Conditions to Purchaser's Obligations. The obligation of the Purchaser to consummate the transactions contemplated hereunder is subject to the satisfaction of the following conditions or waiver thereof by the Purchaser:

(i) Accuracy of Representations and Warranties. The representations and warranties of the Selling Stockholder shall be true and accurate as of the Closing in all material respects.

(ii) No Injunction No temporary restraining order, preliminary or permanent injunction or other order shall have been issued by any Governmental Entity, and no other legal restraint or prohibition preventing the consummation of the sale of Purchased Shares shall be in effect.

(iii) Stockholder Vote. The Selling Stockholder shall have procured the Vote and delivered written notice thereof to the Purchaser prior to the Closing.

(iv) Opinion of Selling Stockholder's Counsel. The Selling Stockholder shall have delivered to the Purchaser a legal opinion of counsel, addressed to the Purchaser, dated the Closing Date and in a form and in substance customary for transactions of this type, to the effect that , subject to the assumptions and qualifications and limitations included therein, the execution, delivery and performance by the Selling Stockholder of the Transaction Agreements and the consummation of the transactions contemplated thereby, have been duly authorized by all necessary corporate and stockholder action and no other action on the part of the Selling Stockholder is necessary to authorize the execution and delivery by the Selling Stockholder of the Transaction Agreements or the consummation of the transactions contemplated hereby or thereby.

(v) HSR Act. All waiting periods under the HSR Act with respect to the filings made under Section 5(a)(ii) hereof shall have expired or terminated.

7. TERMINATION.

(a) This Agreement may be terminated by either party hereto upon written notice to the other party if (i) the covenant set forth in Section 5(e) shall not have been fulfilled by the date specified therein or (ii) the waiting periods under the HSR Act with respect to the filings made under Section 5(a)(ii) hereof shall not have expired or terminated on or before June 30, 2006 (the "Outside Date"), or such later date as may have been agreed upon in writing by the parties hereto; provided, however, that no such right of termination shall be exercisable by a party if the nonfulfillment of such Section 5(e) or the non-expiration or non-termination of the waiting periods under the HSR Act (as applicable) is due to such party's noncompliance with or breach of the covenants to be performed by it under this Agreement. Upon written notice of termination, either party may give the Escrow Agent the Termination Notice provided for in the

Escrow Agreement. If a party receives a Termination Notice, it may at any time within 10 days thereafter give the Escrow Agent a Termination Objection Notice stating that it disputes the right of the party giving the Termination Notice to terminate this Agreement or if it has a claim against the terminating party for material breach of this Agreement.

(b) If (i) this Agreement is terminated by the Purchaser in accordance with its terms solely by reason of (A) the nonfulfillment of Section 5(e) or (B) the Vote not having been obtained by the Outside Date, (ii) in the case of the foregoing clause (B), all other conditions to the Closing have been fulfilled or waived by the party intended to benefit therefrom, and (iii) the nonfulfillment of such Section 5(e) or the failure of such Vote condition (as applicable) is not the result of a breach by the Purchaser of this Agreement, then, the Selling Stockholder shall promptly following termination of this Agreement pay to the Purchaser a break-up fee in the amount of Two Million Dollars (US\$2,000,000) (the "Break-Up Fee") and reimburse the Purchaser for (i) the actual documented out-of-pocket expenses incurred by the Purchaser in negotiating and executing the Transactions Agreements and performing or consummating the transactions contemplated hereby up to a maximum of Five Hundred Thousand Dollars (\$500,000) (the "Expense Payment") and (ii) the Borrowing Payment Factor, together with interest thereon computed at the One Month LIBOR Rate for the period commencing on the date immediately following the Maximum Borrowing Period and ending on the termination date of this Agreement.

(c) Upon termination of this Agreement, neither party hereto shall have any liability or obligation under this Agreement except to the extent a party has breached its representations, warranties, covenants or agreements hereunder (and not cured such breach prior to termination of this Agreement) or to the extent that the Break-Up Fee, the Expense Payment or the amount required to be paid under clause (ii) of Section 7(b) are due by the terms hereof.

8. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES, ETC. All provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns. No other parties shall have any rights under or be entitled to enforce this Agreement.

9. EXPENSES. Except as otherwise provided herein, the parties hereto shall bear their own expenses incurred in connection with this Agreement and the sale and purchase of Purchased Shares, including, without limitation, all fees of their respective legal counsel, investment advisors and accountants.

10. NOTICES. All notices, requests, claims, demands and other communications hereunder shall be communicated in writing, mailed by first class mail delivered by hand, at the addresses (or to such other address for a party as such party may specify by written notice given pursuant hereto) first set forth in the beginning of this Agreement, in the case of the Selling Stockholder, to the attention of the President & Chief Executive Officer, with a copy to the Vice President-Finance and in the case of the Purchaser, to the attention of David H. Storper.

11. AMENDMENTS, ETC. No amendment, modification, termination, or waiver of any provision of this Agreement and no consent to any departure by a party from any provision of this Agreement, shall be effective unless it shall be in writing and signed and delivered by the

other party, and then it shall be effective only in the specific instance and for the specific purpose for which it is given.

12. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be executed by facsimile signature transmitted to any other party by electronic transmission. The parties shall be bound by a facsimile signature once transmitted to another party. The latter transmission of an originally executed copy of any such document shall not invalidate any signature previously given by electronic transmission.

13. ENTIRE AGREEMENT. This Agreement, together with the other Transaction Agreements, contains the entire agreement between the Purchaser and the Selling Stockholder with respect to the subject matter hereof. There are no other agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter hereof.

14. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York without reference to conflicts of law principles.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date first above written.

WLR RECOVERY FUND III, L.P.

By: WLR Recovery Associates, III
LLC, as its General Partner

By: /s/ David H. Storper

David H. Storper
Principal Member

ZAPATA CORPORATION

By: /s/ Leonard DiSalvo

Name: Leonard DiSalvo
Title: CFO

Witness /s/ Gregory W. Gribben

AMENDMENT NO. 1 AND JOINDER

This AMENDMENT NO. 1 AND JOINDER, dated as of September 26, 2005 (this "Amendment"), by and among WLR RECOVERY FUND II, L.P., a Delaware limited partnership (the "Fund II"), WLR RECOVERY FUND III, L.P., a Delaware limited partnership (the "Fund III"), and ZAPATA CORPORATION, a Delaware corporation (the "Selling Stockholder"), to the Stock Purchase Agreement, dated as of September 23, 2005 (the "Stock Purchase Agreement"), between Fund III and the Selling Stockholder.

WITNESSETH:

WHEREAS, Fund III and the Selling Stockholder have executed and delivered the Stock Purchase Agreement;

WHEREAS, Fund III has advised the Selling Stockholder that it is required under applicable agreements to permit Fund II to participate in the purchase of the Purchased Shares;

WHEREAS, Section 11 of the Stock Purchase Agreement provides that no amendment, modification, termination or waiver of any provision of the Stock Purchase Agreement shall be effective unless it shall be in writing and signed and delivered by the other party;

WHEREAS, Fund III and the Selling Stockholder have agreed to amend the Stock Purchase Agreement to provide that Fund II shall become a party thereto;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein without definition are used as defined in the Stock Purchase Agreement, unless otherwise indicated herein.

2. Amendments to Stock Purchase Agreement.

(a) The Stock Purchase Agreement is hereby amended to provide that references therein to the term "Purchaser" shall be references to both Fund II and Fund III.

(b) Section 1(a) is hereby amended to read as follows:

"Subject to the terms and conditions herein, the Selling Stockholder shall sell to Fund II and Fund III, and Fund II and Fund III shall each purchase from the Selling Stockholder at the Closing (defined below), 241,419 and 3,920,975 shares (the "Purchased Shares"), respectively, of the common stock, par value \$0.01 per share ("Common Stock"), of Safety Components, free and clear of all security interests, liens or encumbrances other than those imposed by the applicable securities laws. In consideration for the Purchased Shares, at Closing, the Purchaser shall pay the Selling Stockholder a purchase price in immediately available funds of U.S. \$12.30 per share, or U.S. \$51,197,446 in the aggregate (the "Purchase Price"). The sale, assignment and transfer of the Purchased Shares will be made without recourse, representation or warranty of any kind by the

Selling Stockholder, express or implied, except as expressly set forth herein."

3. Joinder. In consideration of this Amendment, Fund II hereby agrees to become a party to the Stock Purchase Agreement, as amended by this Amendment, and shall severally be fully bound by and subject to all of the covenants, terms and provisions of each such agreement as a "Purchaser," and as though an original party thereto. The undersigned, as of the date hereof, hereby severally makes the same representations and warranties made by Fund III in the Stock Purchase Agreement.

5. Miscellaneous. Except as expressly amended and modified hereby, the Stock Purchase Agreement is hereby ratified and reaffirmed in all respects and all the terms and provisions thereof shall be and remain in full force and effect. The section and other headings in this Amendment are inserted solely as a matter of convenience and for reference, are not a part of this Amendment, and shall not be deemed to affect the meaning or interpretation of this Amendment. This Amendment may be signed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Amendment may be executed by facsimile signature transmitted to any other party by electronic transmission. The parties shall be bound by a facsimile signature once transmitted to another party. The latter transmission of an originally executed copy of any such document shall not invalidate any signature previously given by electronic transmission. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York without reference to conflict of laws principles.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Amendment as of the date first above written.

WLR RECOVERY FUND II, L.P.

By: WLR Recovery Associates, II
LLC, as its General Partner

By: /s/ David H. Storper

David H. Storper
Principal Member

WLR RECOVERY FUND III, L.P.

By: WLR Recovery Associates, III
LLC, as its General Partner

By: /s/ David H. Storper

David H. Storper
Principal Member

ZAPATA CORPORATION

By: /s/ Leonard DiSalvo

Name: Leonard DiSalvo

Title: CFO

Witness /s/ Scott M. Mulcahy

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Agreement") dated as of September 26, 2005 among WLR RECOVERY FUND II, L.P., a Delaware limited partnership ("Fund II"), WLR RECOVERY FUND III, L.P., a Delaware limited partnership (together with Fund II, the "Purchaser"), with an address of 600 Lexington Avenue, 19th floor, New York, New York 10022, ZAPATA CORPORATION, a Nevada corporation (the "Selling Stockholder"), with an address of 100 Meridian Centre, Suite 350, Rochester, New York 14618 and Citibank N.A., a national banking association chartered under the laws of the United States of America, as escrow agent (the "Escrow Agent"). Capitalized terms used but not defined herein have the meanings assigned to them in the Purchase Agreement;

WHEREAS, Purchaser and the Selling Stockholder have entered into a Stock Purchase Agreement (the "Purchase Agreement"), dated as of September 23, 2005, as amended, pursuant to which the Purchaser has agreed to purchase from the Selling Stockholder and the Selling Stockholder has agreed to sell to the Purchaser 4,162,394 shares (the "Purchased Shares") of common stock, par value \$.01 per share of Safety Components International, Inc. ("Safety Components") on the terms and conditions therein; and

WHEREAS, in accordance with the provisions of Section 1(d) of the Purchase Agreement, (a) Purchaser has agreed to deliver to the Escrow Agent the Purchase Price payable under the Purchase Agreement, and (b) the Selling Stockholder has agreed to deliver to the Escrow Agent the certificates representing the Purchased Shares and a stock power duly endorsed in blank, in each case to be held by the Escrow Agent in accordance with the terms and provisions of this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

1. ESCROW AGENT. The Purchaser and the Selling Stockholder hereby appoint and designate Citibank N.A., as escrow agent ("Escrow Agent") for the purposes set forth in this Agreement. (All references to the Escrow Agent, as that term is used in this Agreement, shall refer to the Escrow Agent solely in its capacity as an escrow agent under the terms of this Agreement, and not to it in any other capacity whatsoever whether as individual, agent, attorney, fiduciary, trustee or otherwise.) The Escrow Agent hereby accepts such appointment, and agrees to hold, invest, disburse and release all assets and property deposited with it hereunder (the "Escrowed Property") in accordance with the terms hereof.
2. DEPOSITS.
 - (a) Purchase Price. Within one business day following the execution of this Agreement (or such later date as the parties may agree in writing), the Purchaser shall deliver to the Escrow Agent by wire transfer of immediately available funds an amount of U.S.\$51,197,446 to an escrow account designated by the Escrow Agent (the "Escrowed Purchase Price").

- (b) Shares and Distributions. Within one business day following the execution of this Agreement, the Selling Stockholder shall deliver to the Escrow Agent that certain share certificate of Safety Components number SCI0177 registered in the name of Selling Stockholder dated November 18, 2003 (the "Certificate") which represents the Purchased Shares, together with the relating stock powers duly endorsed in blank (the "Escrowed Shares"). If delivery of the Escrowed Shares shall be made other than by hand, Selling Stockholder shall ensure that the Certificate and the relating stock powers are delivered to Escrow Agent under separate cover. If during the term of this Escrow Agreement, a dividend or other distribution shall be made or issued upon or on account of any of the Escrowed Shares (excluding any payment made under a Tax Sharing and Indemnity Agreement between Safety Components and the Selling Stockholder, an "Escrowed Distribution"), Selling Stockholder shall, promptly upon receipt thereof and in any event within 3 business days deliver and surrender such Escrowed Distribution to the Escrow Agent to be retained by the Escrow Agent with the Escrowed Shares and eventually distributed therewith in accordance with the terms hereof. As long as the Escrowed Shares are held in escrow in accordance with this Agreement, the Selling Stockholder shall have the right to vote all Escrowed Shares and other rights as a stockholder with respect thereto.
- (c) Deposit of the Escrowed Purchase Price and the Escrowed Shares. The Escrow Agent shall have no duty or responsibility to solicit deposit of the Escrowed Purchase Price or the Escrowed Shares to the escrow account as required by this Agreement.
- (d) Investment of Purchase Price. The Escrow Agent shall invest and reinvest all funds received under this Agreement as directed in a written instruction (an "Investment Direction Letter") from the Purchaser in one of the following:
- (i) the Citibank Institutional Market Deposit Account ("MDA"), an FDIC insured money market deposit account of Citibank, N.A.,
 - (ii) United States Treasury Bills with a maturity of 30 days, or
 - (iii) as otherwise directed jointly in writing by the Purchaser and the Selling Stockholder provided such investment can be accommodated by the Escrow Agent.

In the absence of an Investment Direction Letter, the Escrow Agent shall invest and reinvest all funds in (i) above. In addition, any residual cash which cannot be invested in (ii) or (iii) above and any cash awaiting investment in (ii) or (iii) above shall be invested in (i) above. All interest or other income received in respect of the Escrowed Purchase Price or the Escrowed Distributions shall be added thereto and reinvested by Escrow Agent in accordance herewith until the Escrowed Property is distributed in accordance with Section 4 hereof.

3. DISTRIBUTION OF INTEREST AND OTHER INCOME, ALLOCATION OF TAXES.

- (a) At the time of the distribution in accordance with the terms of this Agreement, the Escrow Agent shall pay (i) to the party receiving Escrowed Purchase Price, in accordance with Section 4 hereof, all interest or other income received in respect thereof since the date of its deposit with the Escrow Agent, and (ii) to the party receiving Escrowed Distributions, in accordance with Section 4 hereof, all interest or other income received in respect thereof since the date of its deposit with the Escrow Agent.
- (b) All income accrued with respect to any interest or other income accrued in respect of the Escrowed Purchase Price shall be allocated by the Escrow Agent to the party receiving such Escrowed Purchase Price, in accordance with Section 4 hereof.
- (c) All income accrued with respect to any interest or other income accrued in respect of the Escrowed Distributions shall be allocated by the Escrow Agent to the party receiving such Escrowed Distributions, in accordance with Section 4 hereof.
- (d) In the event there shall exist, at the end of any calendar year, any undistributed income accrued in respect of any Escrowed Property, Purchaser and Selling Stockholder shall provide the Escrow Agent with joint instructions as to how such income should be attributed for 1099 reporting purposes.

4. DISTRIBUTION OF ESCROW.

- (a) General. The Escrow Agent shall hold the Escrowed Property and shall not deliver any amounts thereof to any party other than (i) in accordance with Sections 4(b) and 4(c), (ii) pursuant to an Award (as defined below), or (iii) by depositing the Escrowed Property with a court of competent jurisdiction as provided in Section 5(h) below or successor escrow agent in accordance with Section 8 below. Immediately following the disbursement of the Escrowed Property in accordance with the terms and conditions of this Escrow Agreement, the Escrow Agent shall be released from all of its obligations hereunder.
- (b) Closing Conditions Satisfied. If the Purchaser or the Selling Stockholder delivers to the Escrow Agent a written notice (the "Closing Notice," a copy of which shall be simultaneously given to the other party) certifying that the closing conditions under Sections 6(a) (ii), 6(a) (iii), 6(a) (iv), 6(b) (ii), 6(b) (iii), 6(b) (iv) and 6(b) (v) of the Purchase Agreement have been satisfied, the Escrow Agent shall, unless it receives a written notice from the other party objecting thereto or otherwise stating that a closing condition has not been satisfied ("Closing Objection Notice") within three (3) business days after receiving the Closing Notice, deliver on the fourth business day following the Escrow Agent's receipt of such Closing Notice (i) the Escrowed Purchase Price together with all interest and other earnings thereon to the Selling Stockholder by wire transfer of immediately funds in accordance with written wire transfer instructions provided by the Selling Stockholder, and (ii) the certificates representing the Purchased Shares, the stock

powers duly endorsed in blank and the Distributions together with interest and earnings thereon to the Purchaser at the address set forth in Section 9(b).

- (c) Termination of Purchase Agreement. If the Escrow Agent receives a written notice ("Termination Notice") from either the Purchaser or the Selling Stockholder (a copy of which shall be simultaneously given to the other party) that it has terminated the Purchase Agreement pursuant to and in accordance with Section 7 thereof, and does not within ten (10) calendar days thereafter receive a written notice from the other party objecting to the release of the Escrowed Property ("Termination Objection Notice," a copy of which shall be simultaneously given to the other party), the Escrow Agent shall deliver on the eleventh calendar day following the Escrow Agent's receipt of such Termination Notice, the Escrowed Purchased Price together with the interest and other earnings thereon to the Purchaser by wire transfer of immediately available funds in accordance with written wire transfer instructions provided by the Purchaser and the Escrowed Shares to the Selling Stockholder at the address set forth in Section 9(b). If within 10 days following its receipt of a Termination Notice, the Escrow Agent receives a Termination Objection Notice, the Escrow Agent shall continue to hold the Escrowed Property until Escrow Agent receives a Settlement Memorandum or an Award is granted, in each case in accordance with Section 4(e).
- (d) Reliance by Escrow Agent. Subject to Escrow Agent's normal procedures, including the confirmation procedures contained in Section 9(a), Escrow Agent shall be entitled to rely conclusively on: (i) any Closing Notice or Termination Notice received by it in accordance with Section 4(d), after having given effect to the 3 business day and 10 day notice periods described therein; and (ii) any Closing Objection Notice or Termination Objection Notice received by it.
- (e) Resolution of Dispute.
- (i) In case there is delivered to the Escrow Agent either a Closing Objection Notice or a Termination Objection Notice, the Purchaser and the Selling Stockholder shall endeavor to agree upon the rights of the respective parties with respect to the Escrowed Property. If the parties should so agree, a memorandum (a "Settlement Memorandum") setting forth such agreement and containing instructions to the Escrow Agent shall be prepared, signed by both parties and furnished to the Escrow Agent. The Escrow Agent shall be entitled to rely conclusively on any such Settlement Memorandum. In addition, notwithstanding any of the provisions herein to the contrary, the Escrow Agent shall disburse the Escrowed Property from time to time as the Purchaser and the Selling Stockholder shall jointly notify the Escrow Agent in writing, promptly after receipt by the Escrow Agent of a joint written notice from the Purchaser and the Selling Stockholder.
- (ii) If a dispute over the Escrow Agent's duties with respect to the disposition of the Escrowed Property has not been finally resolved in accordance with procedure of Section 4(e)(i), any such dispute shall be

settled by filing a demand for arbitration with the American Arbitration Association ("AAA"). Such dispute shall then be settled by one (1) arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement to be chosen by the AAA. The arbitration will be conducted on an expedited basis in accordance with the Commercial Rules of the AAA in effect on the date a demand for arbitration is filed with the AAA. The Arbitrator shall, within 10 business days of his designation, deliver a report to the Selling Stockholder, the Purchaser and the Escrow Agent containing the Arbitrator's conclusions regarding the final disbursement of the Escrowed Property (the "Award"), which Award shall contain detailed instructions to Escrow Agent as to the disbursement of such Escrowed Property. The Award shall be final, conclusive and binding on the parties. Judgement on the Award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be in either Rochester, New York or New York, New York. The prevailing party shall be entitled to an award of reasonable attorney fees.

5. RIGHTS, OBLIGATIONS AND INDEMNIFICATION OF ESCROW AGENT.

- (a) The Escrow Agent shall neither be responsible for or under, nor chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document executed between/among the parties hereto. This Agreement sets forth all of the obligations of the Escrow Agent, and no additional obligations shall be implied from the terms of this Agreement or any other agreement, instrument or document.
- (b) The Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by any other party without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgement or order. The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that such person has been properly authorized to do so.
- (c) Each of the parties, jointly and severally, agrees to reimburse the Escrow Agent on demand for, and to indemnify and hold the Escrow Agent harmless against and with respect to, any and all loss, liability, damage or expense (including, but without limitation, attorneys' fees, costs and disbursements) that the Escrow Agent may suffer or incur in connection with this Agreement and its performance hereunder or in connection herewith, except to the extent such loss, liability, damage or expense arises from its willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction. The Escrow Agent shall have the further right at any time and from time to time to charge, and reimburse itself from, the Escrowed Property hereunder.
- (d) The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the

provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel. Each of the parties, jointly and severally, agrees to reimburse the Escrow Agent on demand for such legal fees, disbursements and expenses and in addition, the Escrow Agent shall have the right to reimburse itself for such fees, disbursements and expenses from the Escrowed Property hereunder.

- (e) The Escrow Agent shall be under no duty to give the Escrowed Property by it hereunder any greater degree of care than it gives its own similar property.
- (f) The Escrow Agent shall invest the property held in escrow in such a manner as directed herein, which may include deposits in Escrow Agent and mutual funds advised, serviced or made available by Escrow Agent or its affiliates even though Escrow Agent or its affiliates may receive a benefit or profit therefrom. THE PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT OBLIGATIONS OF, OR GUARANTEED, BY ESCROW AGENT NOR ANY OF ITS AFFILIATES; ARE NOT FDIC INSURED; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL AMOUNT INVESTED. ONLY DEPOSITS IN THE UNITED STATES ARE SUBJECT TO FDIC INSURANCE.
- (g) The Escrow Agent shall have no obligation to invest or reinvest the Escrowed Property if all or a portion of such property is deposited with the Escrow Agent after 11:00 AM Eastern Time on the day of deposit. Instructions to invest or reinvest that are received after 11:00 AM Eastern Time will be treated as if received on the following business day in New York. The Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to distribute amounts from the escrow property pursuant to the terms of this Agreement. Requests or instructions received after 11:00 AM Eastern Time by the Escrow Agent to liquidate all or any portion of the escrowed property will be treated as if received on the following business day in New York. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the escrowed property, as applicable, provided that the Escrow Agent has made such investment, reinvestment or liquidation of the escrowed property in accordance with the terms, and subject to the conditions of this Agreement.
- (h) In the event of any disagreement between/among any of the parties to this agreement, or between/among them or either or any of them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of the Escrowed Property, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall

have been notified thereof in writing signed by all such persons. The Escrow Agent shall have the option, after 30 calendar days' notice to the other parties of its intention to do so, to file an action in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Escrow Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise.

6. TAX REPORTING. The Escrow Agent shall make payments of income earned on the Escrowed Property as provided herein. Each such payee shall provide to the Escrow Agent an appropriate W-9 form for tax identification number certification or a W-8 form for non-resident alien certification. The Escrow Agent shall be responsible only for income reporting to the Internal Revenue Service with respect to income earned on the escrowed property.
7. FEES, EXPENSES AND CHARGES. The Purchaser and the Selling Stockholder shall be jointly and severally liable for the fees, expenses and charges of the Escrow Agent in accordance Schedule A attached hereto, including reasonable fees, expenses and charges of counsel engaged by it in connection with the execution of this Agreement and its services under this Agreement, which fees, expenses and charges shall be payable on demand. The Purchaser and the Selling Stockholder agree between themselves to bear equally all those fees, expenses and charges.
8. RESIGNATION OF ESCROW AGENT, SUCCESSOR. The Escrow Agent may, in its sole discretion, resign and terminate its position hereunder at any time following 30 calendar days' written notice to the parties to the Escrow Agreement herein. Any such resignation shall terminate all obligations and duties of the Escrow Agent hereunder. On the effective date of such resignation, the Escrow Agent shall deliver this Escrow Agreement together with any and all related instruments or documents to any successor Escrow Agent agreeable to the parties, subject to this Escrow Agreement herein. If a successor Escrow Agent has not been appointed prior to the expiration of 30 calendar days following the date of the notice of such resignation, the then acting Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Agreement.
9. MISCELLANEOUS.
 - (a) Escrow Agent's Right to Confirm Instructions. In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by telecopier or otherwise, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call back to the person or persons designated in incumbency certificates for each party delivered by the parties concurrently herewith, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the person or persons so designated. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it will not execute the instruction until all issues have been resolved. The persons and telephone numbers for call backs may be changed only in writing actually received and acknowledged by the

Escrow Agent. The parties agree to notify the Escrow Agent of any errors, delays or other problems within 30 calendar days after receiving notification that a transaction has been executed. If it is determined that the transaction was delayed or erroneously executed as a result of the Escrow Agent's error, the Escrow Agent's sole obligation is to pay or refund such amounts as may be required by applicable law. In no event shall the Escrow Agent be responsible for any incidental or consequential damages or expenses in connection with the instruction. Any claim for interest payable will be at the Escrow Agent's published savings account rate in effect in New York, New York.

(b) Notices. All notices, requests, claims, demands and other communications hereunder shall be communicated in writing, mailed by first class mail, delivered by hand at the address (or such other address for a party as such party may specify by written notice given pursuant hereto) set forth below:

ESCROW AGENT: Citibank, N.A.
The Citigroup Private Bank
120 Broadway, 2nd Floor
New York, NY 10271
Phone: 212.804.5468
Facsimile: 212.804.5401
Attention: John P. Howard, Vice President

PURCHASER: WLR Recovery Fund II, L.P.
WLR Recovery Fund III, L.P.
c/o WL Ross & Co. LLC
600 Lexington Avenue
19th floor
New York, New York 10022
Facsimile: (212) 317-4891
Attention: Mr. Wilbur L. Ross, Chairman

With copies (which shall not constitute notice) to:

Jones Day
222 East 41st Street
New York, NY 10017
Facsimile: (212) 755-7306
Attention: Robert A. Profusek, Esq.

THE SELLING STOCKHOLDER : Zapata Corporation
100 Meridian Centre
Suite 350
Rochester, New York 14618
Facsimile: (585) 242-8677
Attention: Leonard DiSalvo, VP- Finance and Chief
Financial Officer

With a copy (which shall not constitute notice) to:

Woods Oviatt Gilman LLP
700 Crossroads Building
2 State Street
Rochester, New York 14614
Telephone: 585.987.2800
Facsimile: 585.987.2901
Attention: Gordon E. Forth, Esq.

The Escrow Agent shall provide monthly account statements and transaction advices to all parties identified in this Section 9(b) unless instructed otherwise in writing by the party in question.

Notwithstanding any of the foregoing, any computation of a time period which is to begin after receipt of a notice by the Escrow Agent shall run from the date of receipt by it.

- (c) No Waivers; Remedies. No failure or delay by the any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of the right, power or privilege. A single or partial exercise of any right, power or privilege shall not preclude any other or further exercise of the right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
- (d) Amendments, Etc. No amendment, modification, termination, or waiver of any provision of this Agreement and no consent to any departure by a party from any provision of this Agreement, shall be effective unless it shall be in writing and signed and delivered by the other parties, and then it shall be effective only in the specific instance and for the specific purpose for which it is given.
- (e) Successors and Assigns; No Third Party Beneficiaries, Etc. All provisions hereof shall inure to the benefit of and be binding upon, the parties hereto and their successors and assigns. No other parties shall have any rights under or be entitled to enforce this Agreement.
- (f) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without reference to conflicts of law principles. Any litigation between the parties involving this Agreement shall be adjudicated in a court located in either Monroe County or New York County, New York. The parties hereby irrevocably consent to the jurisdiction and venue of such courts, including with respect to any interpleader proceeding or proceeding for the appointment of a successor escrow agent the Escrow Agent may commence pursuant to this Agreement.
- (g) Counterparts and Facsimile Signatures. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same

effect as if all signatures were on the same instrument. This Agreement may be executed by facsimile signature transmitted to any other party by electronic transmission. The parties shall be bound by a facsimile signature once transmitted to another party. The latter transmission of an originally executed copy of any such document shall not invalidate any signature previously given by electronic transmission.

- (h) Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the provision in any other jurisdiction.
- (i) Entire Agreement. This Agreement contains the entire agreement between the Purchaser, the Selling Stockholder and the Escrow Agent as to the subject matter hereof. There are no other agreements, arrangements or undertakings, oral or written, between the parties hereto relating to the subject matter hereof or to the Purchase Agreement.
- (j) Force Majeure. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility).
- (k) Use of Name. No printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of the Escrow Agent, except as may be required of Selling Stockholder under the federal securities laws to report the transactions contemplated by the Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

WLR RECOVERY FUND II, L.P.

By: WLR Recovery Associates, II
LLC, as its General Partner

By: /s/ David H. Storper

David H. Storper
Principal Member

WLR RECOVERY FUND III, L.P.

By: WLR Recovery Associates, III
LLC, as its General Partner

By: /s/ David H. Storper

David H. Storper
Principal Member

ZAPATA CORPORATION

By: /s/ Leonard DiSalvo

Name: Leonard DiSalvo
Title: VP-Finance and Chief Financial Officer

CITIBANK N.A.

By: /s/ Kerry M. McDonough

Name: Kerry M. McDonough
Title: Vice President

SCHEDULE A

ESCROW AGENT FEE SCHEDULE

ESCROW AGREEMENT BY AND AMONG WLR RECOVERY FUND III, L.P., ZAPATA CORPORATION
AND

CITIBANK, N.A. AS ESCROW AGENT

ACCEPTANCE FEE

To cover the acceptance of the Escrow Agency appointment, the study of the Escrow Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

\$1,500.00 ONE TIME FEE, PAYABLE UPON ACCOUNT FUNDING

ADMINISTRATION FEE

To cover maintenance of the Escrow Account including safekeeping of assets, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Escrow Agreement's provisions, and any other duties required by the Escrow Agent under the terms of the Escrow Agreement:

\$15,000.00 per annum or any portion of a year thereof, payable in full upon escrow account funding and annually on the anniversary date of the Agreement thereafter

1099 TAX PREPARATION FEE

To cover preparation of Form 1099 for each calendar year:

WAIVED

TRANSACTION FEES

To cover all checks, wire transfers, postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Escrow Agreement:

WAIVED

LEGAL FEES

AT COST, IF APPLICABLE.

OTHER FEES

\$2,500 per amendment, when necessary

DATE SUBMITTED: 23 September 2005