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

FORM 10-Q/A

(Amendment No. 1)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2009

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number: 1-4219

ZAPATA CORPORATION

(Exact name of Registrant as specified in its charter)

State of Nevada	**74-1339132**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
100 Meridian Centre, Suite 350 **Rochester, NY**	**14618**
(Address of principal executive offices)	(Zip Code)

(585) 242-2000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ or No o.

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). o Yes o No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer ☑	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company ☑

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o or No ☑

As of October 29, 2009, the Registrant had outstanding 19,284,850 shares of common stock, $0.01 par value.

ZAPATA CORPORATION

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Explanatory Note

This Quarterly report on Form 10-Q/A ("Form 10-Q/A") is being filed in order to correct the previously issued condensed consolidated financial statements of Zapata Corporation (the "Company") for the three and nine month periods ended September 30, 2009 and 2008 initially filed with the Securities and Exchange Commission (the "Commission") on November 4, 2009 (the "Original Filing"). Subsequent to the issuance of the Company's Original Filing, the Company identified an error in its accounting for certain deferred tax assets associated with the change of ownership that occurred during the quarter ended September 30, 2009. Although the Company reported that this change constituted a change of ownership pursuant to Section 382 and 383 of the Internal Revenue Code, the Company incorrectly concluded that such ownership change would not limit its ability to utilize net operating loss carryforwards and alternative minimum tax credits. However, the Company has subsequently determined that this conclusion was not consistent with the prescribed method for calculating such limits in accordance with Section 382 and Section 383. Accordingly, this Form 10- Q/A reflects the write-off of $8.2 million of deferred tax assets in the third quarter of 2009. See Note 15 "Restatement" under Notes to Unaudited Condensed Consolidated Financial Statements included in Part1, Item 1 of this Form 10-Q/A for additional discussion.

This Form 10-Q/A amends Items 1, 2 and 4 of Part I and Exhibits 31.1, 31.2, 32.1 and 32.2 included in Item 6 of Part II of the Original Filing to reflect this correction. The remaining Items contained within this Form 10-Q/A consists of all other Items contained in the Original Filing. These remaining Items are not amended hereby, but are included for the convenience of the reader. Except for the foregoing amended information, this Form 10-Q/A continues to describe conditions as of the date of the Original Filing, and we have not updated the disclosures contained herein to reflect events that occurred at a later date.

PART I — FINANCIAL INFORMATION

Item 1. Financial Statements and Notes

ZAPATA CORPORATION
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS
(In Thousands, Except Share and Per Share Amounts)

	September 30, 2009 (as restated)	December 31, 2008
ASSETS		
Current assets:		
Cash and cash equivalents	$ 129,184	$ 142,694
Short-term investments	15,990	11,965
Other receivables	67	130
Prepaid expenses and other current assets	442	256
Total current assets	145,683	155,045
Long-term investments	8,027	—
Property and equipment, net	38	—
Other assets, net	1,418	8,987
Total assets	$ 155,166	$ 164,032
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 63	$ 92
Accrued and other current liabilities	1,503	1,045
Total current liabilities	1,566	1,137
Pension liabilities	2,926	2,904
Other liabilities	1,087	1,144
Total liabilities	5,579	5,185
Commitments and contingencies (Note 8)		
Zapata Corporation stockholders' equity:		
Preferred stock, $.01 par; 1,600,000 shares authorized; none issued or outstanding	—	—
Preference stock, $.01 par; 14,400,000 shares authorized; none issued or outstanding	—	—
Common stock, $0.01 par, 132,000,000 shares authorized; 24,716,930 and 24,708,414 shares issued; and 19,284,850 and 19,276,334 shares outstanding, respectively	247	247
Capital in excess of par value	164,250	164,250
Retained earnings	27,506	37,192
Treasury stock, at cost, 5,432,080 shares	(31,668)	(31,668)
Accumulated other comprehensive loss	(10,778)	(11,207)
Total Zapata Corporation stockholders' equity	149,557	158,814
Noncontrolling interest	30	33
Total equity	149,587	158,847
Total liabilities and equity	$ 155,166	$ 164,032

The accompanying notes are an integral part of the condensed consolidated financial statements.

ZAPATA CORPORATION
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(In Thousands, Except Per Share Amounts)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2009 (as restated)	2008	2009 (as restated)	2008
Revenues	$ —	$ —	$ —	$ —
Cost of revenues	—	—	—	—
Gross profit	—	—	—	—
Operating expense:				
General and administrative	1,401	856	3,775	2,409
Total operating expenses	1,401	856	3,775	2,409
Operating loss	(1,401)	(856)	(3,775)	(2,409)
Other income:				
Interest income	55	490	197	2,836
Other, net	831	3	1,246	75
	886	493	1,443	2,911
(Loss) income before income taxes	(515)	(363)	(2,332)	502
(Provision) benefit for income taxes	(7,984)	175	(7,356)	(59)
Net (loss) income	(8,499)	(188)	(9,688)	443
Net income attributable to noncontrolling interest	1	—	2	1
Net (loss) income attributable to Zapata Corporation	$ (8,498)	$ (188)	$ (9,686)	$ 444
Net (loss) income per common share — basic and diluted	$ (0.44)	$ (0.01)	$ (0.50)	$ 0.02
Weighted average common shares outstanding:				
Basic	19,281	19,276	19,278	19,276
Diluted	19,281	19,276	19,278	19,398

The accompanying notes are an integral part of the condensed consolidated financial statements.

ZAPATA CORPORATION
UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	For the Nine Months Ended September 31,	
	2009 (as restated)	2008
Cash flows from operating activities:		
Net (loss) income	$ (9,688)	$ 443
Adjustments to reconcile net (loss) income to net cash (used in) provided by operating activities:		
Depreciation	4	—
Deferred income taxes	7,336	(77)
Changes in assets and liabilities:		
Other receivables	63	93
Prepaid expenses and other current assets	(186)	195
Other assets	—	44
Accounts payable	(29)	(78)
Pension liabilities	683	(31)
Accrued liabilities and other current liabilities	458	(114)
Other liabilities	(57)	(83)
Net cash (used in) provided by operating activities	(1,416)	392
Cash flows from investing activities:		
Purchases of investments	(24,041)	(302,064)
Maturities of investments	11,989	162,442
Capital expenditures	(42)	—
Net cash used in investing activities	(12,094)	(139,622)
Net decrease in cash and cash equivalents	(13,510)	(139,230)
Cash and cash equivalents at beginning of period	142,694	139,251
Cash and cash equivalents at end of period	$ 129,184	$ 21

The accompanying notes are an integral part of the condensed consolidated financial statements.

ZAPATA CORPORATION
NOTES TO UNAUDITED CONDENSED
CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Summary of Operations and Basis of Presentation

The unaudited condensed consolidated financial statements included herein have been prepared by Zapata Corporation (referred to as "the Company," "we," "us," "our," or "Zapata") pursuant to the rules and regulations of the Securities and Exchange Commission (the "Commission"). The financial statements reflect all adjustments that are, in the opinion of management, necessary for a fair statement of such information. All such adjustments are of a normal recurring nature. Although Zapata believes that the disclosures are adequate to make the information presented not misleading, certain information and footnote disclosures, including a description of significant accounting policies normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America, have been condensed or omitted pursuant to such rules and regulations. The year-end condensed balance sheet data was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States of America. The interim financial statements should be read in conjunction with the financial statements and the notes thereto included in Zapata's Annual Report on Form 10-K for the year ended December 31, 2008 filed with the Securities and Exchange Commission and with the information presented by Zap.Com Corporation ("Zap.Com") in its Annual Reports on Form 10-K for the year ended December 31, 2008. The results of operations for the three and nine month periods ended September 30, 2009 are not necessarily indicative of the results for any subsequent quarter or the entire fiscal year ending December 31, 2009. The Company evaluated subsequent events through the date when the financial statements were issued.

Business Description

Zapata is a holding company with approximately $153.2 million in consolidated cash, cash equivalents and investments at September 30, 2009 and currently owns approximately 98% of Zap.Com, a public shell company.

Zap.Com is a public shell company that does not have any existing business operations other than complying with its reporting requirements under the Securities Exchange Act of 1934 (the "Exchange Act"). Zap.Com is searching for assets or businesses that it can acquire so that it can become an operating company and may also consider developing a new business suitable for its situation. Zap.Com trades on the over-the-counter electronic bulletin board under the symbol "ZPCM."

As used throughout this report, "Zapata Corporate" is defined as Zapata Corporation exclusive of its majority owned subsidiary Zap.Com.

Noncontrolling Interests

On January 1, 2009, the Company adopted new accounting rules in accordance with Generally Accepted Accounting Principles ("GAAP") which changed the accounting and reporting for minority interests by recharacterizing these amounts as noncontrolling interests classified as a component of equity in the consolidated balance sheets. Per the new rules, the consolidated statement of operations includes "Net income," which represents net income attributable to Zapata Corporation and noncontrolling interests, "Net income attributable to noncontrolling interests" and a new line item titled "Net income attributable to Zapata Corporation," which is equal to the prior definition of net income. In addition, prior period amounts have been reclassified to conform to the requirements of the new standard.

Reclassification

Certain reclassifications of prior year information have been made to conform to the current presentation.

Note 2. Change of Control

On July 9, 2009, Harbinger Capital Partners Master Fund I, Ltd. ("Master Fund"), Global Opportunities Breakaway Ltd. ("Global Fund") and Harbinger Capital Partners Special Situations Fund, L.P. ("Special Situations Fund" and together with the Master Fund and Global Fund, the "Harbinger Funds") purchased 9,937,962 shares, or 51.6%, of the Company's common stock and 757,907 shares, or 1.5%, of Zap.Com common stock from The Malcolm I. Glazer Family Limited Partnership, Malcolm I. Glazer, Avram A. Glazer, Linda Glazer, Bryan Glazer, Edward Glazer and Joel Glazer (the "Sellers"). The Company refers to this transaction as the "Harbinger Purchase Transaction." The Harbinger Funds subsequently purchased 12,099 additional shares of the Company's common stock. In connection with the Harbinger Purchase Transaction, Philip A. Falcone, Lawrence M. Clark, Jr., Peter A. Jenson and Corrine J. Glass were elected to the Zapata board of directors (the "Board") and two incumbent independent directors and four incumbent directors affiliated with our prior controlling stockholders resigned or were not re-elected at the 2009 annual meeting of our stockholders. Each of Messrs. Falcone, Clark and Jenson and Ms. Glass are employees of an affiliate of the Harbinger Funds.

The information in this Report relating to the Harbinger Purchase Transaction and the beneficial ownership of Zapata shares and Zap.Com shares by the Harbinger Funds and the Sellers is based solely on the Schedule 13Ds filed with the Commission by The Malcolm I. Glazer Family Limited Partnership, Malcolm Glazer, Linda Glazer and related beneficial owners on June 19, 2009 and July 13, 2009 and by Harbinger Capital Partners Master Fund I, Ltd. and related beneficial owners on June 19, 2009, July 13, 2009 and November 4, 2009.

On July 9, 2009, Zapata notified the New York Stock Exchange ("NYSE") of its belief that, as a result of the changes in the composition of its Board, Zapata is no longer in compliance with the standards under Sections 303A.06 and 303A.07 of the NYSE Listed Company Manual relating to audit committee composition and independence. On July 10, 2009, Zapata received a letter from the NYSE noting this deficiency and acknowledging receipt of Zapata's notice. On October 7, 2009, Thomas M. Hudgins was elected to the Board and as a member and chairman of the Board's Audit Committee. The Board has determined that Mr. Hudgins qualifies as "independent" under the listing standards of the NYSE and as an "audit committee financial expert" as defined by regulations promulgated by the Commission. On October 31, 2009, Lap Wai Chan was elected to the Board and as a member of the Audit Committee. Based upon Mr. Chan's work experience, education and other relevant information, the Board has determined that Mr. Chan qualifies as "independent" under the listing standards of the NYSE and as an "audit committee financial expert" as defined by regulations promulgated by the Commission. The Audit Committee now consists of Robert V. Leffler, Jr., Thomas Hudgins and Lap Wai Chan. We are now in compliance with the requirements of Sections 303A.06 and 303A.07 of the NYSE Listed Company Manual. On October 7, 2009, Corrine J. Glass resigned and Keith Hladek, an employee of an affiliate of the Harbinger Funds, was elected to the Board.

Note 3. Cash and Cash Equivalents

All highly liquid investments with original maturities of three months or less are considered to be cash equivalents. The Company's cash and cash equivalents at September 30, 2009 and December 31, 2008 consisted of the following:

	September 30, 2009 (in thousands)		
	Amortized Cost	Fair Market Value	Unrealized Loss
U.S. Treasury Bills	$ 128,228	$ 128,226	$ (2)
Treasury money market	201	201	—
Checking accounts	756	756	—
Total cash and cash equivalents	$ 129,185	$ 129,183	$ (2)

As of September 30, 2009, amortized cost shown above included approximately $1,000 of accrued interest which was included within the “Other Receivables” caption on the Company’s Condensed Consolidated Balance Sheet. Interest rates on the Treasury Bills above ranged from 0.00% to 0.03% at September 30, 2009.

	December 31, 2008 (in thousands)		
	Amortized Cost	Fair Market Value	Unrealized Loss
U.S. Treasury Bills	$ 142,680	$ 142,675	$ (5)
Treasury money market	3	3	—
Checking accounts	11	11	—
Total cash and cash equivalents	$ 142,694	$ 142,689	$ (5)

As of December 31, 2008, amortized cost shown above included no accrued interest. Interest rates on the Treasury Bills above ranged from -0.10% to 0% at December 31, 2008.

Note 4. Short-Term Investments

As of September 30, 2009 and December 31, 2008, the Company had held-to-maturity investments, recorded at original cost plus accrued interest, with maturities up to approximately ten months and six months, respectively. The Company’s short-term investments at September 30, 2009 and December 31, 2008 consisted of the following:

	September 30, 2009 (in thousands)		
	Amortized Cost	Fair Market Value	Unrealized Gain (Loss)
U.S Treasury Bills	$ 12,042	$ 12,050	$ 8
U.S Treasury Notes	3,984	3,947	(37)
Total short-term investments	$ 16,026	$ 15,997	$ (29)

As of September 30, 2009, amortized cost shown above included approximately $36,000 of accrued interest which is included within the “Other Receivables” caption on the Company’s Condensed Consolidated Balance Sheet. Interest rates on the above investments ranged from 0.36% to 0.62% at September 30, 2009.

	December 31, 2008 (in thousands)		
	Amortized Cost	Fair Market Value	Unrealized (Loss) Gain
U.S Treasury Notes	$ 8,071	$ 7,976	$ (95)
U.S Treasury Bills	4,031	4,032	1
Total short-term investments	$ 12,102	$ 12,008	$ (94)

As of December 31, 2008, amortized cost shown above included approximately $137,000 of accrued interest which was included within the “Other Receivables” caption on the Company’s Condensed Consolidated Balance Sheet. Interest rates on the above investments ranged between 1.70% and 2.05% at December 31, 2008.

Note 5. Long-Term Investments

As of September 30, 2009, the Company had held-to-maturity investments, recorded at original cost plus accrued interest, with maturities between one and two years. The Company's long-term investments at September 30, 2009 consisted of the following:

	September 30, 2009 (in thousands)		
	Amortized Cost	Fair Market Value	Unrealized (Loss)
U.S Treasury Notes	$ 8,032	$ 8,009	$ (23)

As of September 30, 2009, amortized cost shown above included approximately $5,000 of accrued interest which is included within the "Other Receivables" caption on the Company's Condensed Consolidated Balance Sheet. Interest on the above Treasury Notes ranged between 0.54% and 0.60% at September 30, 2009. The Company had no long-term investments at December 31, 2008.

Note 6. Comprehensive (Loss) Income

The components of comprehensive (loss) income are as follows:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2009	2008	2009	2008
	(in thousands)			
Net (loss) income	$ (8,499)	$ (188)	$ (9,688)	$ 443
Amortization of previously unrecognized pension amounts, net of tax effects	143	84	429	253
Total comprehensive (loss) income	(8,356)	(104)	(9,259)	696
Comprehensive (loss) attributable to the noncontrolling interest	1	—	2	1
Total comprehensive (loss) income attributable to Zapata Corporation	$ (8,355)	$ (104)	$ (9,257)	$ 697

Note 7. Earnings Per Share Information

The following table details the potential common shares excluded from the calculation of diluted (loss) earnings per share because the associated exercise prices were greater than the average market price of the Company's common stock, or because they were antidilutive due to the Company's net loss for the period (in thousands, except per share amounts):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2009	2008	2009	2008
Potential common shares excluded from the calculation of diluted earnings per share:				
Stock options	399	427	399	18
Weighted average price per share	$5.01	$5.12	$5.01	$9.79

Note 8. Commitments and Contingencies

Litigation

During the third quarter of 2004, Utica Mutual Insurance Company ("Utica Mutual") commenced an action against Zapata in the Supreme Court for the County of Oneida, State of New York, seeking reimbursement under a general agreement of indemnity entered into by Zapata in the late 1970s. It appears that Utica Mutual is seeking reimbursement for payments it claims to have made under certain workers compensation surety bonds and reclamation bonds which were issued to certain former Zapata subsidiaries and are alleged by Utica Mutual to be covered by the general agreement of indemnity. While the precise amount of Utica Mutual's claim is unclear, it appears they are claiming approximately $518,000. Zapata believes there are a number of valid defenses to the claims under both the workers compensation and reclamation bonds.

After the Company filed a formal answer and served a deposition notice, the suit remained largely dormant until March 2007 when Utica Mutual brought a motion for partial summary judgment. This motion was denied in June 2007. During the fourth quarter of 2007 the Court issued a formal discovery schedule and discovery has continued since that time. At this stage of the discovery process, the Company is unable to estimate the potential losses. As such, as of September 30, 2009 and December 31, 2008, no liabilities have been recorded for this matter.

Zapata and its subsidiaries are subject to various claims and litigation relating to its past and current operations, which are being handled and vigorously defended in the ordinary course of business. While the results of any ultimate resolution cannot be predicted, in the opinion of management based upon discussions with counsel, any losses resulting from these matters will not have a material adverse effect on Zapata's financial position.

Environmental Matters

During the third quarter of 2005, Zapata was notified by Weatherford International Inc. ("Weatherford") of a claim for reimbursement of approximately $200,000 in connection with the investigation and cleanup of purported environmental contamination at two properties formerly owned by a non-operating Zapata subsidiary. The claim was made under an indemnification provision given by Zapata to Weatherford in a 1995 asset purchase agreement and relates to alleged environmental contamination that purportedly existed on the properties prior to the date of the sale. Weatherford has also advised the Company that it anticipates that further remediation and cleanup may be required, although they have not provided any information regarding the cost of any such future clean up. Zapata has challenged any responsibility to indemnify Weatherford. The Company believes that it has meritorious defenses to the claim, including that the alleged contamination occurred after the sale of the property, and intends to vigorously defend against it. As it is probable that some costs could be incurred related to this site, the Company has accrued $100,000 related to this claim. This reserve represents the lower end of a range of possible outcomes as no other amount within the range is considered more likely than any other. There can be no assurance however that the Company will not incur material costs and expenses in excess of our reserve in connection with any further investigation and remediation at the site.

Zapata and its subsidiaries are subject to various claims and lawsuits regarding environmental matters in addition to those discussed above. Zapata's management believes that costs, if any, related to these matters will not have a material adverse effect on the Company's financial position.

Captive Insurance Arrangement

During a two year period commencing in 1993, the Company entered into a "rent-a-captive" arrangement for workers' compensation insurance coverage whereby the Company funded premiums in an account maintained by an offshore entity related to a sponsor insurance carrier based in the United States. Due to significant liquidity concerns, the sponsor insurance company entered into voluntary rehabilitation during 2002. Based on this event, the Company wrote off the balance of the excess collateral arising from this arrangement. In September 2009, the Company received a refund of $800,000 representing excess collateral relating to this arrangement and recorded this refund as "Other Income" on the Company's Condensed Consolidated Statements of Operations. There is one remaining open claim which is above the Company's deductible and significantly below policy limits. Accordingly, the Company does not believe that it has any material obligations under this arrangement and does not expect to receive additional material reimbursements.

Guarantees

Throughout its history, the Company has entered into numerous transactions relating to the sale, disposal or spin-off of past operations. Pursuant to certain of these transactions, the Company may be obligated to indemnify other parties to these agreements. These potential obligations include indemnifications for losses incurred by such parties arising out of the operations of such businesses prior to these transactions or the inaccuracy of representations of information supplied by the Company in connection with such transactions. These indemnification obligations existed prior to the Company's adoption of the current accounting rules for guarantees; accordingly, recognition requirements for these arrangements are not applicable. The Company is required to disclose these arrangements even if the likelihood of requiring the guarantor's performance is remote.

Note 9. Qualified Defined Benefit Plans

Zapata has a noncontributory defined benefit pension plan (the "Plan") covering certain U.S. employees. In 2005, Zapata's Board authorized a plan to freeze the Plan in accordance with ERISA rules and regulations so that new employees, after January 15, 2006, would not be eligible to participate in the pension plan and further benefits would no longer accrue for existing participants. The freezing of the pension plan had the effect of vesting all existing participants in their pension benefits in the plan.

Additionally, Zapata has a supplemental pension plan, which provides supplemental retirement payments to certain former senior executives of Zapata. Effective December 1994, the supplemental pension plan was frozen.

Zapata plans to make no contributions to its pension plan or to its supplemental pension plan in 2009.

The amounts shown below reflect the consolidated defined benefit pension plan expense, including the supplemental pension plan expense.

Components of Net Periodic Benefit Cost

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2009	2008	2009	2008
	(in thousands)			
Service cost	$ —	$ —	$ —	$ —
Interest cost	275	273	825	818
Expected return on plan assets	(242)	(379)	(726)	(1,137)
Amortization of previously unrecognized amounts	220	137	660	411
Net periodic pension cost	$ 253	$ 31	$ 759	$ 92

Note 10. Share-Based Compensation

As of January 1, 2008, all share-based compensation arrangements were fully vested, and therefore, there is no unrecognized compensation cost as of September 30, 2009 or 2008. The Condensed Consolidated Statements of Operations for the three and nine months ended September 30, 2009 and 2008 included no share-based compensation costs or associated income tax benefits. Based on current grants, total share-based compensation cost for fiscal year 2009 is expected to be zero.

Zapata Corporate

Zapata Corporate had no share-based grants in the nine months ended September 30, 2009. A summary of option activity under the Zapata Corporate share-based compensation plans as of September 30, 2009, and changes during the nine months then ended is presented below:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2009	427,040	$ 5.12		
Granted	—	—		
Exercised	16,000	$ 3.33		
Forfeited or expired	12,000	$ 10.94		
Outstanding at September 30, 2009	399,040	$ 5.01	3.2 years	$ 780
Exercisable at September 30, 2009	399,040	$ 5.01	3.2 years	$ 780

The total intrinsic value of stock options exercised during the three and nine months ended September 30, 2009 was $61,000. The stock options exercised were “net exercises,” pursuant to which the optionee received shares of common stock equal to the intrinsic value of the options (fair market value of common stock on date of exercise less exercise price) reduced by any applicable withholding taxes. The Company issued 8,516 shares of common stock during the third quarter of 2009 related to these exercises.

Zap.Com

Zap.Com had no share-based grants in the nine months ended September 30, 2009. A summary of option activity under the Zap.Com stock-based compensation plan as of September 30, 2009, and changes during the nine months then ended is presented below:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term	Aggregate Intrinsic Value
Outstanding at January 1, 2009	511,300	$ 0.08		
Granted	—	—		
Exercised	—	—		
Forfeited or expired	365,000	$ 0.08		
Outstanding at September 30, 2009	146,300	$ 0.08	0.1 years	$ 40
Exercisable at September 30, 2009	146,300	$ 0.08	0.1 years	$ 40

Note 11. Related Party Transactions

Since its inception, Zap.Com has utilized the services of Zapata’s management and staff under a shared services agreement that allocated these costs on a percentage of time basis. Zap.Com also subleases its office space in Rochester, New York from Zapata. Under the sublease agreement, annual rental payments are allocated on a cost basis. Zapata has waived its rights under the shared services agreement to be reimbursed for these expenses since May 1, 2000. For the three months ended September 30, 2009 and 2008, approximately $2,000 and $3,000, respectively, and $9,000 and $10,000, respectively, for the nine months ended September 30, 2009 and 2008 was recorded as contributed capital for these services.

Note 12. Recently Issued Accounting Pronouncements

Effective for the quarterly period beginning April 1, 2009, the Company was required to implement new accounting guidance that amended existing regulations for determining whether an other than temporary impairment of debt securities has occurred. Among other changes, the new guidance replaced the existing requirement that an entity’s management assert it has both the intent and ability to hold an impaired security until recovery with a requirement that management assert (a) it does not have the intent to sell the security, and (b) it is more likely than not it will not have to sell the security before recovery of its cost basis. The adoption of this guidance did not have a material impact on the Company’s financial position, results of operations or cash flows.

Effective starting with interim or annual financial periods ending after September 15, 2009, the Company is required to include additional disclosures for events that occur after the balance sheet date but before financial statements are

issued or are available to be issued. The guidance with respect to such disclosures includes: (1) the period after the balance sheet date during which management of a reporting entity should evaluate events or transactions that may occur for potential recognition or disclosure in the financial statements; (2) the circumstances under which an entity should recognize events or transactions occurring after the balance sheet date in its financial statements; and (3) the disclosures that an entity should make about events or transactions that occurred after the balance sheet date. The implementation of this guidance did not have a material impact on the Company's financial position, results of operations or cash flows.

Note 13. Industry Segment and Geographic Information

The following summarizes certain financial information for each segment for the three months and nine months ended September 30, 2009 and 2008 (in thousands):

	Revenues	Operating Loss	Total Assets	Depreciation and Amortization	Interest Income	Income Tax (Provision) Benefit
Three Months Ended September 30, 2009						
Corporate	$ —	$ (1,358)	$ 153,694	$ 4	$ 54	$ (7,984)
Zap.Com	—	(43)	1,472	—	1	—
	$ —	$ (1,401)	$ 155,166	$ 4	$ 55	$ (7,984)
Three Months Ended September 30, 2008						
Corporate	$ —	$ (838)	$ 164,158	$ —	$ 486	$ 175
Zap.Com	—	(18)	1,611	—	4	—
	$ —	$ (856)	$ 165,769	$ —	$ 490	$ 175

	Revenues	Operating Loss	Total Assets	Depreciation and Amortization	Interest Income	Income Tax (Provision)
Nine Months Ended September 30, 2009						
Corporate	$ —	$ (3,626)	$ 153,694	$ 4	$ 196	$ (7,356)
Zap.Com	—	(149)	1,472	—	1	—
	$ —	$ (3,775)	$ 155,166	$ 4	$ 197	$ (7,356)
Nine Months Ended September 30, 2008						
Corporate	$ —	$ (2,345)	$ 164,158	$ —	$ 2,807	$ (59)
Zap.Com	—	(64)	1,611	—	29	—
	$ —	$ (2,409)	$ 165,769	$ —	$ 2,836	$ (59)

Note 14. Subsequent Events

Reincorporation Merger

On November 3, 2009, our Board adopted an Agreement and Plan of Merger (the "Merger Agreement") between our company and its newly formed, wholly-owned subsidiary, Harbinger Group Inc., a Delaware corporation formed by us for this purpose ("Harbinger Group"). Also on November 3, 2009, the holders of a majority of our issued and outstanding shares of common stock consented in writing to the Merger Agreement. On November 4, 2009, we entered into the Merger Agreement with Harbinger Group. The Merger Agreement provides for the merger of our company with and into Harbinger Group (the "Reincorporation Merger") and will result in the following:

- the domicile of our company will change from the State of Nevada to the State of Delaware;
- we will be governed by the laws of the State of Delaware and by a new Certificate of Incorporation and new Bylaws prepared in accordance with Delaware law;

- our stockholders will receive one share of common stock of Harbinger Group for each share of our common stock owned by them at the time the Reincorporation Merger is effected;
- the persons presently serving as our executive officers and directors will serve in their same respective positions with Harbinger Group;
- our name will change to “Harbinger Group Inc.”; and
- Harbinger Group will be the successor corporation and continue the business of Zapata.

We filed a preliminary Information Statement on Schedule 14C (the “Information Statement”) with the Commission on November 4, 2009. We anticipate that the Reincorporation Merger will become effective 20 calendar days after the date we mail the definitive Information Statement to our stockholders. Following the Reincorporation Merger, our trading symbol will change to “HRG”.

Termination of Stock Repurchase Program

In December 2002, our Board authorized us to purchase up to 4.0 million shares of our outstanding common stock in the open market or privately negotiated transactions. On November 3, 2009, our Board terminated this authorization.

Note 15. Restatement

Subsequent to the issuance of the Unaudited Condensed Consolidated financial statements as of and for the three months and nine month periods ended September 30, 2009, the Company identified an error in its accounting for certain deferred tax assets associated with the change of ownership that occurred during the quarter ended September 30, 2009. Although the Company indicated that this change constituted a change of ownership pursuant to Section 382 and 383 of the Internal Revenue Code, the Company incorrectly concluded that such ownership change would not limit our ability to utilize our net operating loss carryforwards and alternative minimum tax credits. However, the Company has subsequently determined that this conclusion was not consistent with the prescribed method for calculating such limits in accordance with Section 382 and Section 383. Accordingly, the Company has restated the Unaudited Condensed Consolidated financial statements as of and for the three and nine month periods ended September 30, 2009 to correct the accounting error. As a result, the Company recognized the write-off of $8.2 million of deferred tax assets in the third quarter of 2009. The following tables show the Unaudited Condensed Consolidated Statement of Operations and the Unaudited Condensed Consolidated Balance Sheet line items that have been restated.

Condensed Consolidated Statement of Operations Three Months Ended September 30, 2009	As Previously Reported	Adjustments	As Restated
Benefit (provision) for income taxes	$ 169	$(8,153)	$ (7,984)
Net loss	$ (346)	$(8,153)	$ (8,499)
Not loss attributable to Zapata Corporation	$ (345)	$(8,153)	$ (8,498)
Net loss per common share — basic and diluted	$ (0.02)	$ (0.42)	$ (0.44)

Condensed Consolidated Statement of Operations Nine Months Ended September 30, 2009	As Previously Reported	Adjustments	As Restated
Benefit (provision) for income taxes	$ 797	$(8,153)	$ (7,356)
Net loss	(1,535)	$(8,153)	$ (9,688)
Not loss attributable to Zapata Corporation	(1,533)	$(8,153)	$ (9,686)
Net loss per common share — basic and diluted	(0.08)	$ (0.42)	$ (0.50)

Condensed Consolidated Balance Sheet September 30, 2009	As Previously Reported	Adjustments	As Restated
Other assets, net	$ 9,571	$(8,153)	$ 1,418
Total assets	$163,319	$(8,153)	$155,166
Retained earnings	$ 35,659	$(8,153)	$ 27,506
Total Zapata Corporation stockholders’ equity	$157,710	$(8,153)	$149,557
Total equity	$157,740	$(8,153)	$149,587
Total liabilities and equity	$163,319	$(8,153)	$155,166

Condensed Consolidated Statements of Cash Flows Nine Months Ended September 30, 2009	As Previously Reported	Adjustments	As Restated
Net (loss) income	(1,533)	(8,155)	(9,688)
Noncontrolling interest of subsidiaries	(2)	2	—
Deferred income taxes	(817)	8,153	7,336

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

As discussed in Note 15 to the unaudited condensed consolidated financial statements, the Company's financial statements have been restated. The accompanying management's discussion and analysis gives effect to that restatement.

This Quarterly Report on Form 10-Q/A (the "Report"), future filings by Zapata and our majority owned subsidiary, Zap.Com, with the Commission may contain certain "forward-looking" statements as such term is defined by the Commission in its rules, regulations and releases, which represent our expectations or beliefs, including, but not limited to, statements concerning our operations, economic performance, financial condition, growth and acquisition strategies, investments and future operational plans, such as those disclosed under the caption "Risk Factors" appearing in Item 1A of Part II of this Report, and in Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2008. For this purpose, any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. Without limiting the generality of the foregoing, words such as "may," "will," "expect," "believe," "anticipate," "intend," "could," "estimate," "might," or "continue" or the negative or other variations thereof or comparable terminology are intended to identify forward-looking statements. These statements, by their nature, involve substantial risks and uncertainties, certain of which are beyond our control, and actual results may differ materially depending on a variety of important factors, including uncertainty related to acquisitions, governmental regulation and any other factors discussed in our filings with the Commission. These risks and uncertainties include, without limitation, the following:

- We may not be successful in identifying any suitable acquisition opportunities.
- Volatility in global credit markets may impact our ability to obtain financing to fund acquisitions.
- We are majority owned by the Harbinger Funds. The interests of the Harbinger Funds may conflict with interests of other stockholders. As a result of this ownership, we are a "controlled company" within the meaning of the NYSE rules and are exempt from certain corporate governance requirements.
- Future acquisitions and dispositions may not require a stockholder vote and may be material to us.
- The market liquidity for our common stock is relatively low and may make it difficult to purchase or sell our stock.
- We may suffer adverse consequences if we are deemed an investment company and we may incur significant costs to avoid investment company status.
- Since we already meet the ownership criteria of the personal holding company rules, we may be subject to an additional tax on future undistributed personal holding company income if we generate passive income in excess of operating expenses.
- A change of ownership could reduce the benefits associated with our tax assets.
- Agreements and transactions involving former subsidiaries or related parties may give rise to future claims that could materially adversely impact our capital resources.
- Litigation defense and settlement costs may be material.
- Section 404 of the Sarbanes-Oxley Act of 2002 requires us to document and test our internal controls over financial reporting and to report on our assessment as to the effectiveness of these controls. Any delays or difficulty in satisfying these requirements or negative reports concerning our internal controls could adversely affect our future results of operations and our stock price.

Zapata Corporation

We were incorporated in Delaware in 1954 and reincorporated in Nevada in April 1999. Our principal executive offices are at 100 Meridian Centre, Suite 350, Rochester, New York 14618. Our common stock is listed on the NYSE and trades under the symbol "ZAP."

We are a holding company which has approximately $153.2 million in consolidated cash, cash equivalents and investments at September 30, 2009 and currently owns approximately 98% of Zap.Com, a public shell company that trades on the over-the-counter electronic bulletin board ("OTCBB") under the symbol "ZPCM."

In December 2006, we completed the disposition of our 57% ownership interest in common stock of Omega Protein Corporation. Since that time, we have held cash, cash equivalents and investments in U.S. Government Agency or Treasury securities, and have held no "investment securities" (as that term is defined in the 1940 Act). In addition, we have not held, and do not hold, ourselves out as an investment company. During this time, we have conducted a good faith search for an acquisition or business combination candidate, and have repeatedly and publicly disclosed our intention to acquire or combine with such a business. Based on the foregoing, we believe that we are not an investment company under the 1940 Act.

On July 9, 2009, the Harbinger Funds purchased 9,937,962 shares, or 51.6%, of our common stock. The Harbinger Funds later purchased 12,099 additional shares of our common stock, resulting in a total of 9,950,061 shares, or 51.6% of our common stock. Our Board is now composed of Philip A. Falcone, Lawrence M. Clark, Jr., Peter A. Jenson and Keith Hladek, each of whom is an employee of an affiliate of the Harbinger Funds, and Lap Wai Chan, Thomas Hudgins and Robert V. Leffler Jr., each of whom is an independent director. Philip A. Falcone is Zapata's Chairman of the Board, President and Chief Executive Officer and Peter Jenson is Zapata's Secretary.

Our principal focus has been, and following the Harbinger Purchase Transaction continues to be, identifying and evaluating business combinations and acquisitions of businesses or assets. Our new affiliation with the Harbinger Funds gives us access to new acquisition and business combination opportunities, including businesses which are controlled by, affiliated with or otherwise known to the Harbinger Funds. As a result of these continuing efforts, we regularly review acquisition and business combination proposals, including those known to the Harbinger Funds, those presented by third parties and those sought out by us. At any time, we are likely to be engaged in ongoing discussions with respect to several possible acquisitions or business combinations of widely varying sizes and in disparate industries. As of the date of this Report, we do not have any agreement with respect to any such acquisition. There can be no assurance that any of these discussions will result in a definitive purchase agreement and if they do, what the terms or timing of any agreement would be.

We may pay acquisition consideration in the form of cash, our debt or equity securities or a combination. In addition, as a part of our acquisition strategy we will consider raising additional capital through the issuance of equity or debt securities, including the issuance of preferred stock.

We have not focused and do not intend to focus our acquisition efforts solely on any particular industry. Additionally, while we generally focus our attention in the United States, we may investigate acquisition opportunities outside of the United States when we believe that such opportunities might be attractive.

In identifying, evaluating and selecting a target business, we may encounter intense competition from other entities having similar business objectives such as strategic investors, private equity groups and special purpose acquisition corporations. Many of these entities are well established and have extensive experience identifying and effecting business combinations directly or through affiliates. Many of these competitors possess greater technical, human and other resources than us, and our financial resources will be relatively limited when contrasted with many of these competitors. Any of these factors may place us at a competitive disadvantage in successfully negotiating a business combination. Moreover, the Harbinger Funds and their affiliates include other vehicles that actively are seeking investment opportunities, and any one of those vehicles may at any time be seeking investment opportunities similar to those targeted by the Company. The Company's directors and officers who are affiliated with the Harbinger Funds will allocate acquisition opportunities among vehicles consistent with their fiduciary duties and based upon, among other things, asset type and investment time horizon. In recognition of the potential conflicts that these persons and our other directors may have with respect to corporate opportunities, the certificate of incorporation for Harbinger Group permits our board of directors from time to time to assert or renounce Harbinger Group's interests and expectancies in one or more specific industries. We believe that our status as a public entity and potential access to the public equity markets may give us a competitive advantage over privately-held entities with a similar business objective to acquire certain target businesses on favorable terms.

As of the date of this Report, due to a variety of factors including the current global economic and financial market conditions and the significant deterioration of the credit markets, competitive pressures, and our limited funds (as compared to many competitors) available for such a transaction, we have been unable to consummate an acquisition or business combination. Also, as of the date of this Report, we have not formally engaged any investment banks or related firms, although we may do so in the future, in which event we may pay a finder's fee or other compensation in an amount and on such terms to be determined at the time of the engagement.

In December 2002, our Board authorized us to purchase up to 4.0 million shares of our outstanding common stock in the open market or privately negotiated transactions. No shares have been repurchased under this authorization and the Board has terminated this authorization.

Reincorporation Transaction

On November 3, 2009, our Board adopted a Merger Agreement between our company and its newly formed, wholly-owned subsidiary, Harbinger Group. Also on November 3, 2009, the holders of a majority of our issued and outstanding shares of common stock consented in writing to the Merger Agreement. On November 4, 2009, we entered into the Merger Agreement with Harbinger Group. For a discussion of the Merger Agreement, see Item 5. Other Information, Entry into a Material Definitive Agreement, below.

Zap.Com

Zap.Com is a public shell company that does not have any existing business operations other than complying with its reporting requirements under the Exchange Act. Zap.Com is searching for assets or businesses that it can acquire so that it can become an operating company and may also consider developing a new business suitable for its situation.

Consolidated Results of Operations

The following tables summarize Zapata's consolidating results of operations (in thousands, except per share amounts).

	Zapata Corporate	Zap.Com	Consolidated
Three Months Ended September 30, 2009			
Revenues	$ —	$ —	$ —
Cost of revenues	—	—	—
Gross profit	—	—	—
Operating expense:			
Selling, general and administrative	1,358	43	1,401
Operating loss	(1,358)	(43)	(1,401)
Other income			
Interest income	54	1	55
Other, net	831	—	831
	885	1	886
Loss before income taxes	(473)	(42)	(515)
Provision for income taxes	(7,984)	—	(7,984)
Net loss	(8,457)	(42)	(8,499)
Net income attributable to noncontrolling interest	—	1	1
Net loss attributable to Zapata Corporation	$ (8,457)	$ (41)	$ (8,498)
Basic and diluted net loss per share			$ (0.44)

	Zapata Corporate	Zap.Com	Consolidated
Three Months Ended September 30, 2008			
Revenues	$ —	$ —	$ —
Cost of revenues	—	—	—
Gross profit	—	—	—
Operating expense:			
Selling, general and administrative	838	18	856
Operating loss	(838)	(18)	(856)
Other income			
Interest income	486	4	490
Other, net	3	—	3
	489	4	493
Loss before income taxes	(349)	(14)	(363)
Benefit for income taxes	175	—	175
Net loss	(174)	(14)	(188)
Net income attributable to noncontrolling interest	—	—	—
Net loss attributable to Zapata Corporation	$ (174)	$ (14)	$ (188)
Basic and diluted net loss per share			$ (0.01)

	Zapata Corporate	Zap.Com	Consolidated
Nine Months Ended September 30, 2009			
Revenues	$ —	$ —	$ —
Cost of revenues	—	—	—
Gross profit	—	—	—
Operating expense:			
Selling, general and administrative	3,626	149	3,775
Operating loss	(3,626)	(149)	(3,775)
Other income			
Interest income	196	1	197
Other, net	1,246	—	1,246
	1,442	1	1,443
Loss before income taxes	(2,184)	(148)	(2,332)
Provision for income taxes	(7,356)	—	(7,356)
Net loss	(9,540)	(148)	(9,688)
Net income attributable to noncontrolling interest	—	2	2
Net loss attributable to Zapata Corporation	$ (9,540)	$ (146)	$ (9,686)
Basic and diluted net loss per share			$ (0.50)

	Zapata Corporate	Zap.Com	Consolidated
Nine Months Ended September 30, 2008			
Revenues	$ —	$ —	$ —
Cost of revenues	—	—	—
Gross profit	—	—	—
Operating expense:			
Selling, general and administrative	2,345	64	2,409
Operating loss	(2,345)	(64)	(2,409)
Other income			
Interest income	2,807	29	2,836
Other, net	69	6	75
	2,876	35	2,911
Income (loss) before income taxes	531	(29)	502
Provision for income taxes	(59)	—	(59)
Net income (loss)	472	(29)	443
Net income attributable to noncontrolling interest	—	1	1
Net income (loss) attributable to Zapata Corporation	$ 472	$ (28)	$ 444
Basic and diluted net income per share			$ 0.02

For more information concerning segments, see Note 13 to the Company's unaudited condensed Consolidated Financial Statements included in Item 1 of this Report.

Three Months Ended September 30, 2009 and 2008

Zapata reported a consolidated net loss of $8.5 million or $0.44 per share for the three months ended September 30, 2009 as compared to a consolidated net loss of $188,000 or $0.01 per share for the three months ended September 30, 2008. On a consolidated basis, the increase in net loss resulted primarily from the write off of $8.2 million in net operating loss carryforwards and alternative minimum tax credits resulting from the Harbinger Purchase Transaction which constituted a change of ownership pursuant to Section 382 and 383 of the Internal Revenue Code. Additionally, the increase in net loss resulted from increases in professional fess and decreases in interest income, partially offset by the recognition of other income related to old businesses of Zapata.

The following presents a more detailed discussion of our consolidated operating results:

Revenues. For the three months ended September 30, 2009 and 2008, we had no revenues. Since the Company sold our remaining operating business in December 2006, we do not expect to recognize revenues until the Company acquires one or more operating businesses.

Cost of revenues. For the three months ended September 30, 2009 and 2008, we had no cost of revenues.

General and administrative expenses. Consolidated general and administrative expenses consist primarily of salaries and benefits, professional fees (including legal and accounting incurred in connection with ongoing regulatory compliance as a public company, financial statement audits and defense of pending litigation), occupancy costs for corporate offices, insurance costs and general corporate expenses. For the three months ended September 30, 2009, general and administrative expenses totaled $1.4 million and had increased $545,000 from the prior comparable period primarily due to increases in professional fees of $482,000 predominately arising from the Harbinger Purchase Transaction and resulting change of control, the transition to a re-constituted Board and the proposed Reincorporation Merger and an increase in actuarially determined pension expense of $223,000, partially offset by a decrease in payroll costs of $127,000.

Interest income. Consolidated interest income decreased $435,000 from $490,000 for the three months ended September 30, 2008 to $55,000 for the current quarter, resulting from lower interest rates on our cash, cash equivalents and investments.

Other, net. Consolidated other, net was $831,000 and $3,000 for the three months ended September 30, 2009 and 2008, respectively. During September 2009, we received a refund of excess collateral of $800,000 from a "rent-a-captive" insurance arrangement which was entered into during 1993. As we had previously written off the balance of our excess collateral, the full amount of this refund was recorded as "Other Income." We do not believe that we have any material obligations under this arrangement and do not expect to receive any additional material reimbursements related to this program.

Income taxes. The Company recorded a consolidated provision for income taxes of $8.0 million for the three months ended September 30, 2009 as compared to a benefit of $175,000 for the comparable period of the prior year. The change from a benefit to a provision was primarily related to the write off of $8.2

million in net operating loss carryforwards and alternative minimum tax credits resulting from the Harbinger Purchase Transaction which constituted a change of ownership pursuant to Section 382 and 383 of the Internal Revenue Code.

Nine Months Ended September 30, 2009 and 2008

Zapata reported a consolidated net loss of $9.7 million or $0.50 per share for the nine months ended September 30, 2009 as compared to consolidated net income of $444,000 or $0.02 per diluted share for the nine months ended September 30, 2008. On a consolidated basis, the change from net income to net loss resulted primarily from the write off of $8.2 million in net operating loss carryforwards and alternative minimum tax credits resulting from the Harbinger Purchase Transaction which constituted a change of ownership pursuant to Section 382 and 383 of the Internal Revenue Code. Additionally, the increase in net loss resulted from increases in professional fess and decreases in interest income, partially offset by the recognition of other income related to old businesses of Zapata.

The following presents a more detailed discussion of our consolidated operating results:

Revenues. For the nine months ended September 30, 2009 and 2008, we had no revenues. Since the Company sold our remaining operating business in December 2006, we do not expect to recognize revenues until the Company acquires one or more operating businesses.

Cost of revenues. For the nine months ended September 30, 2009 and 2008, we had no cost of revenues.

General and administrative expenses. Consolidated general and administrative expenses consist primarily of salaries and benefits, professional fees (including legal and accounting incurred in connection with ongoing regulatory compliance as a public company, financial statement audits and defense of pending litigation), occupancy costs for corporate offices, insurance costs and general corporate expenses. For the nine months ended September 30, 2009, general and administrative expenses totaled $3.8 million and had increased $1.4 million from the prior comparable period primarily due to an increase in actuarially determined pension expense of $661,000 and increases in professional fees of $659,000 predominately arising from the Harbinger Purchase Transaction and resulting change of control, the transition to a re-constituted Board and the proposed Reincorporation Merger.

Interest income. Consolidated interest income decreased $2.6 million from $2.8 million for the nine months ended September 30, 2008 to $197,000 for the current quarter, resulting from lower interest rates on our cash, cash equivalents and investments.

Other, net. Consolidated other, net was $1.2 million and $75,000 for the nine months ended September 30, 2009 and 2008, respectively. During the nine months ended September 2009, we received a refund of excess collateral of $800,000 from a rent-a-captive arrangement which was entered into during 1993. As we had previously written off the balance of our excess collateral, the full amount of this refund was recorded as "Other Income." We do not believe that we have any material obligations under this arrangement and do not expect to receive any additional material reimbursements related to this program. Also during the nine months ended September 2009, we received $354,000 from settlement agreements entered into during 2009 related to two solvent schemes of arrangement with insurers in the London market. Under the terms of both agreements, the Company agreed to accept a payment in exchange for the termination of insurance coverage on certain non-operating subsidiaries. A solvent scheme is the mechanism by which solvent entities, including insurance companies, are able to shed liabilities and terminate their insurance and reinsurance obligations with judicial sanction. Such arrangements are authorized by Section 425 of the U.K. Companies Act of 1985.

Income taxes. The Company recorded a consolidated provision for income taxes of $7.4 million for the nine months ended September 30, 2009 as compared to a provision for income taxes of $59,000 for the comparable period of the prior year. The increase in the provision primarily related to the write off of $8.2 million in net operating loss carryforwards and alternative minimum tax credits resulting from the Harbinger Purchase Transaction which constituted a change of ownership pursuant to Section 382 and 383 of the Internal Revenue Code.

Liquidity and Capital Resources

Zapata and Zap.Com are separate public companies. Accordingly, the capital resources and liquidity of Zap.Com is independent of Zapata. The working capital and other assets of Zap.Com are dedicated to Zap.Com and are not expected to be readily available for the general corporate purposes of Zapata, except for any dividends that may be declared and paid to its stockholders. Zapata has never received any dividends from Zap.Com. In addition, Zapata does not have any investment commitments to Zap.Com.

Zapata's liquidity needs are primarily for salaries and benefits, professional fees (including legal and accounting incurred in connection with ongoing regulatory compliance as a public company, financial statement audits and defense of pending litigation), occupancy costs for corporate offices, insurance costs and general corporate expenses. The Company may also utilize a significant portion of our cash, cash equivalents and investments to fund all or a portion of the cost of any future acquisitions.

Zapata's current source of liquidity is its cash, cash equivalents and investments and the interest income it earns on these funds. Zapata expects these assets to continue to be a source of liquidity except to the extent that they may be used to fund the acquisition of operating businesses and funding of start-up proposals. As of September 30, 2009, Zapata Corporate's cash, cash equivalents and investments were $153.2 million as compared to $154.7 million as of December 31, 2008.

Based on current levels of operations, Zapata management believes that the Company's cash, cash equivalents and investments on hand will be adequate to fund our operational and capital requirements for at least the next twelve months. Depending on the size and terms of future acquisitions of operating companies, Zapata may raise additional capital through the issuance of equity or debt. There is no assurance, however, that such capital will be available at the time, in the amounts necessary or with terms satisfactory to Zapata.

Off-Balance Sheet Arrangements

The Company and our subsidiaries do not have any off-balance sheet arrangements that are material to our financial position, results of operations or cash flows. The Company is a party to agreements with our officers, directors and to certain outside parties. For further discussion of these guarantees, see Note 8 to the Condensed Consolidated Financial Statements included in Item 1 of this report.

Summary of Cash Flows

The following table summarizes Zapata's consolidating cash flow information (in thousands):

	Zapata Corporate	Zap.Com	Consolidated
Nine Months Ended September 30, 2009			
Cash used in			
Operating activities	$ (1,291)	$ (125)	$ (1,416)
Investing activities	(12,094)	—	(12,094)
Net decrease in cash and cash equivalents	$ (13,385)	$ (125)	$ (13,510)

	Zapata Corporate	Zap.Com	Consolidated
Nine Months Ended September 30, 2008			
Cash provided by (used in)			
Operating activities	$ 472	$ (80)	$ 392
Investing activities	(138,018)	(1,604)	(139,622)
Net decrease in cash and cash equivalents	$(137,546)	$ (1,684)	$ (139,230)

Net cash (used in) provided by operating activities. Consolidated cash used in operating activities was $1.4 million for the nine months ended September 30, 2009 as compared to cash provided by operating activities of $392,000 for the nine months ended September 30, 2008. The change from cash provided by operating activities to cash used in operating activities resulted from less net income during 2009 as compared to 2008.

Net cash used in investing activities. Consolidated cash used in investing activities was $12.1 million and $139.6 million for the nine months ended September 30, 2009 and 2008, respectively. This decrease resulted from fewer purchases of investments during the nine months ended September 30, 2009 as compared to the similar period of the prior year.

The Company had no cash flows from financing activities for the nine months ended September 30, 2009 or 2008.

Recent Accounting Pronouncements

Effective for the quarterly period beginning April 1, 2009, the Company was required to implement new accounting guidance that amended existing regulations for determining whether an other than temporary impairment of debt securities has occurred. Among other changes, the new guidance replaced the existing requirement that an entity's management assert it has both the intent and ability to hold an impaired security until recovery with a requirement that management assert (a) it does not have the intent to sell the security, and (b) it is more likely than not it will not have to sell the security before recovery of its cost basis. The adoption of this guidance did not have a material impact on the Company's financial position, results of operations or cash flows.

Effective starting with interim or annual financial periods ending after September 15, 2009, the Company is required to include additional disclosures for events that occur after the balance sheet date but before financial statements are issued or are available to be issued. The guidance with respect to such disclosures includes: (1) the period after the balance sheet date during which management of a reporting entity should evaluate events or transactions that may occur for potential recognition or disclosure in the financial statements; (2) the circumstances under which an entity should recognize events or transactions occurring after the balance sheet date in its financial statements; and (3) the disclosures that an entity should make about events or transactions that occurred after the balance sheet date. The implementation of this guidance did not have a material impact on the Company's financial position, results of operations or cash flows.

Critical Accounting Policies and Estimates

As of September 30, 2009, the Company's consolidated critical accounting policies and estimates have not changed materially from those set forth in the Company's Annual Report on Form 10-K for the year ended December 31, 2008.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Not required for Smaller Reporting Companies.

Item 4. Controls and Procedures

Evaluation of disclosure controls and procedures

The Company maintains disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports filed or submitted under the Securities Exchange Act of 1934, as amended ("Exchange Act"), is recorded, processed, summarized, and reported within the time periods specified in the Commission's rules and forms. Disclosure controls and procedures are designed to ensure that information required to be disclosed by the Company in its Exchange Act reports is accumulated and communicated to the Company's management including its principal executive and financial officers, as appropriate to allow timely decisions regarding required disclosure.

As discussed in the Explanatory Note at the beginning of this report and in Note 15 of the Notes to Unaudited Condensed Consolidated Financial Statements, the Company has restated its unaudited condensed consolidated financial statements for the three and nine month periods ended September 30, 2009 to correct errors in the Company's accounting for income taxes. In the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2009, filed on November 4, 2009, management concluded that the Company's disclosure controls and procedures (as defined in the Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this report were effective. In connection with the restatement, the Company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO") re-evaluated the

effectiveness of the Company's disclosure controls and procedures in place as of the end of the period covered by this quarterly report and have concluded that as a result of the aforementioned restatement, a material weakness existed as of September 30, 2009, and that the Company's disclosure controls and procedures were not effective. A material weakness is a control deficiency, or combination of control deficiencies, that results in more than a remote likelihood that a material misstatement of the annual or interim financial statements will not be prevented or detected.

As of September 30, 2009, the Company did not maintain effective controls over the application and monitoring of its accounting for income taxes. Specifically, the Company did not have controls designed and in place to ensure the accuracy and completeness of financial information provided by third party tax advisors used in accounting for income taxes and the determination of deferred income tax assets and the related income tax provision and the review and evaluation of the application of generally accepted accounting principles relating to accounting for income taxes. This control deficiency resulted in the restatement of the Company's unaudited condensed consolidated financial statements for the quarter ended September 30, 2009. Accordingly, management has determined that this control deficiency constitutes a material weakness.

Remediation Plan

The Company is implementing enhancements to its internal control over financial reporting to provide reasonable assurance that errors and control deficiencies in its accounting for income taxes will not recur. These enhancements are expected to include engaging our outside tax advisors in a more robust quarterly discussion, paticularly with regard to unusual items, which should improve the review and oversight process relating to the internal controls over the Company's accounting for income taxes.

Changes in Internal Control over Financial Reporting

An evaluation was performed under the supervision of the Company's management, including the CEO and CFO, of whether any change in the Company's internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) occurred during the quarter ended September 30, 2009.

As a result of the Harbinger Purchase Transaction and the related director elections, during the quarter ended September 30, 2009, the Board and its Audit Committee consisted of only one independent director and did not include a "financial expert," as defined by Item 407(d)(5)(ii) of Regulation S-K. This was deemed by the Company's management, including the CEO and CFO, to be a significant change in the Company's internal controls over financial reporting that materially affected or is reasonably likely to materially affect the Company's internal control over financial reporting. However, the Company's management does not believe that this change resulted in any material error in our financial reporting or any material weakness in our internal controls, although, no assurance can be given that there are no such material errors or weaknesses existing. To remedy this situation, the Board has elected Thomas Hudgins and Lap Wai Chan, who are both "independent" directors under the listing standards of the NYSE and "financial experts," as defined by regulations promulgated by the Commission, to the Board and its Audit Committee.

Except as described above, there have been no changes in our internal controls over financial reporting that occurred during the quarter ended September 30, 2009 that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

None.

Item 1A. Risk Factors

In examining an investment in our common stock, you should be aware that there are various risks which could negatively impact our results of operations, cash flows and financial condition, including those described below. We urge you to carefully consider these risk factors together with all of the other information included in this filing and other risks and uncertainties identified in our filings made with the Commission, press releases and public statements made by our authorized officers before you decide to purchase or make an investment decision regarding our common stock.

We may not be successful in identifying any suitable acquisition opportunities.

There is no assurance that we will be successful in identifying or consummating any suitable acquisitions and, if we do complete an acquisition, there is no assurance that it will be successful in enhancing our business or our financial condition. We face significant competition for acquisition opportunities, which may inhibit our ability to complete suitable transactions or increase the cost we must pay. Acquisitions could divert a substantial amount of our

management time and may be difficult for us to integrate. We may issue additional shares of common stock or other securities in connection with one or more acquisitions which may dilute the interest of our existing stockholders. Depending upon the size and number of any acquisitions, we may also borrow money to fund acquisitions or to fund operations of our business. In that event, we would be subject to the risks normally associated with indebtedness, including the inability to service the debt or the dedication of a significant amount of cash flow to service the debt, limits on our ability to secure future financing and the imposition of various covenants, including restrictions on our operations.

Volatility in global credit markets may impact our ability to obtain financing to fund acquisitions.

Our ability to consummate an acquisition may be largely dependent on our ability to obtain debt or equity financing. The current global economic and financial market conditions, including severe disruptions in the credit markets and the potential for a significant and prolonged global economic recession, may impact our ability to raise equity capital or to obtain sufficient credit to finance an acquisition until the conditions become more favorable.

The interests of the Harbinger Funds, our controlling stockholders, may conflict with interests of other stockholders.

The Harbinger Funds own more than 50% of our combined voting power and, because of this, exercise a controlling influence over our business and affairs and have the power to determine all matters submitted to a vote of our stockholders, including the election of directors, the removal of directors, and approval of significant corporate transactions such as amendments to our certificate of incorporation, mergers and the sale of all or substantially all of our assets. Moreover, a majority of the members of our Board were nominated by and are affiliated with or employed by the Harbinger Funds or their affiliates. The Harbinger Funds could cause corporate actions to be taken even if the interests of these entities conflict with or are not aligned with the interests or plans of our other stockholders. This concentration of voting power could have the effect of deterring or preventing a change in control of our company that might otherwise be beneficial to our stockholders.

In addition, our current Nevada Articles of Incorporation include a provision requiring the affirmative vote or consent of holders of 80% of our voting stock (the “Super-Majority Vote”) to approve certain merger, asset sale, acquisition and lease transactions with certain beneficial owners of our common stock. Following the Reincorporation Merger, the Delaware charter of Harbinger Group (our successor) will omit such provision. Therefore, the Company could enter into a merger, asset sale, acquisition or lease transaction with an entity controlled by the Harbinger Funds without the requirement of a Super-Majority Vote.

Future acquisitions and dispositions may not require a stockholder vote and may be material to us.

Any acquisitions could be material in size and scope, and since we have not yet identified any additional assets, property or business that we may acquire or develop, potential investors will have virtually no substantive information about any such new business upon which to base a decision whether to invest in our common stock. In any event, depending upon the size and structure of any acquisitions, stockholders may not have the opportunity to vote on the transaction, and may not have access to any information about any new business until the transaction is completed and we file a report with the Commission disclosing the nature of such transaction and/or business.

We are majority-owned by the Harbinger Funds. As a result of this ownership, we are a “controlled company” within the meaning of the NYSE rules and are exempt from certain corporate governance requirements.

Because the Harbinger Funds own more than 50% of our combined voting power, we are deemed a “controlled company” under the rules of the NYSE. As a result, we qualify for, and rely upon, the “controlled company” exception to the Board and committee composition requirements under the rules of the NYSE. Pursuant to this exception, we are exempt from rules that would otherwise require that our Board be comprised of a majority of “independent directors” (as defined under the rules of the NYSE), and that our compensation committee and corporate governance and nominating committee be comprised solely of “independent directors,” so long as the Harbinger Funds continue to own more than 50% of our combined voting power.

The market liquidity for our common stock is relatively low and may make it difficult to purchase or sell our stock.

As of October 29, 2009, we had 19,284,850 shares of common stock outstanding. The average daily trading volume in our stock during the three month period ended October 29, 2009 was approximately 11,800 shares. Although a more active trading market may develop in the future, the limited market liquidity for our stock could affect a stockholder's ability to sell at a price satisfactory to that stockholder.

We may suffer adverse consequences if we are deemed an investment company and we may incur significant costs to avoid investment company status.

Since the December 2006 sale of our Omega shares, we have held substantially all of our assets in cash, cash equivalents and investments in U.S. Government Agency and Treasury securities, and have held no "investment securities." In addition, we have not held, and do not hold, our self out as an investment company. We have been conducting a good faith search for a merger or acquisition candidate, and have repeatedly and publicly disclosed our intention to acquire a business. However, as of the date of this report, due to a variety of factors including the current global economic and financial market conditions and the significant deterioration of the credit markets, competitive pressures in the market and our limited funds (as compared to many competitors) available for such an acquisition, we have been unable to consummate such a transaction. Based on the foregoing, we believe that we are not an investment company under the 1940 Act. If the Commission or a Court were to disagree with us, we could be required to register as an investment company. This would negatively affect our ability to consummate an acquisition of an operating company, subjecting us to disclosure and accounting rules geared toward investment, rather than operating, companies; limiting our ability to borrow money, issue options, issue multiple classes of stock and debt, and engage in transactions with affiliates; and requiring us to undertake significant costs and expenses to meet the disclosure and regulatory requirements to which we would be subject as a registered investment company.

Since we already meet the ownership criteria of the personal holding company rules, we may be subject to an additional tax on future undistributed personal holding company income if we generate passive income in excess of operating expenses.

Section 541 of the Internal Revenue Code of 1986, as amended (the "IRC"), subjects a corporation which is a "personal holding company," as defined in the IRC, to a 15% tax on "undistributed personal holding company income" in addition to the corporation's normal income tax. Generally, undistributed personal holding company income is based on taxable income, subject to certain adjustments, most notably a reduction for federal income taxes. Personal holding company income is comprised primarily of passive investment income plus, under certain circumstances, personal service income. A corporation generally is considered to be a personal holding company if (1) 60% or more of its adjusted ordinary gross income is personal holding company income and (2) more than 50% in value of its outstanding common stock is owned, directly or indirectly, by five or fewer individuals, as calculated under the applicable tax rule at any time during the last half of the taxable year.

We believe that five or fewer individuals held more than 50% in value of our outstanding common stock for purposes of IRC Section 541 as of September 30, 2009. Additionally, depending on a number of factors including cash available for investment, interest rates, and the nature and timing of business combination transactions, it is possible that we, or our domestic subsidiaries, could have at least 60% of adjusted ordinary gross income consist of personal holding company income. In addition, depending on the concentration of our stock, it is possible that more than 50% in value of our stock will continue to be owned by five or fewer individuals. Thus, there can be no assurance that we will not be subject to this tax in the future that in turn may materially and adversely impact our financial position, results of operations and cash flows. In addition, if we continue to be subject to this tax, future statutory tax rate increases could significantly increase consolidated tax expense and adversely affect operating results and cash flows.

Agreements and transactions involving former subsidiaries or related parties may give rise to future claims that could materially adversely impact our capital resources.

Throughout our history, we have entered into numerous transactions relating to the sale, disposal or spin-off of partially and wholly owned subsidiaries. We may have continuing obligations pursuant to certain of these transactions, including obligations to indemnify other parties to agreements, and may be subject to risks resulting from these transactions. For example, during the third quarter of 2005, we were notified by Weatherford International Inc. of a claim for reimbursement in connection with the investigation and cleanup of purported environmental contamination at two properties formerly owned by one of our non-operating subsidiaries. The claim was made under an indemnification provision given by us to Weatherford in a 1995 asset purchase agreement. There can be no assurance that we will not incur costs and expenses in excess of our reserve in connection with the Weatherford claim.

Litigation defense and settlement costs may be material.

There can be no assurance that we will prevail in any pending litigation in which we are involved, or that our insurance coverage will be adequate to cover any potential losses. To the extent that we sustain losses from any pending litigation which are not presently reserved or otherwise provided for or insured against, our business, results of operations, cash flows and/or financial condition could be adversely affected.

Section 404 of the Sarbanes-Oxley Act of 2002 requires us to document and test our internal controls over financial reporting and to report on our assessment as to the effectiveness of these controls. Any delays or difficulty in satisfying these requirements or negative reports concerning our internal controls could adversely affect our future results of operations and our stock price.

We may in the future discover areas of our internal controls that need improvement, particularly with respect to businesses that we may acquire in the future. We cannot be certain that any remedial measures we take will ensure that we implement and maintain adequate internal controls over our financial reporting processes and reporting in the future. Any failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations. If we are unable to conclude that we have effective internal controls over financial reporting, or if our independent auditors are unable to provide us with an unqualified report regarding the effectiveness of our internal controls over financial reporting as required by Section 404, investors could lose confidence in the reliability of our financial statements, which could result in a decrease in the market price of our common stock. Failure to comply with Section 404 could potentially subject us to sanctions or investigations by the Commission, or other regulatory authorities, which could also result in a decrease in the market price of our common stock.

Item 2. Unregistered Sales of Securities and Use of Proceeds

None.

Item 3. Defaults upon Senior Securities

None.

Item 4. Submission of Matters to a Vote of Security Holders

On November 3, 2009, our Board recommended that the Majority Stockholders approve the Merger Agreement and Reincorporation Merger. Also on November 3, 2009, the Majority Stockholders approved the Merger Agreement and Reincorporation Merger by written consent in lieu of a meeting.

Item 5. Other Information

Entry into a Material Definitive Agreement.

On November 3, 2009, our Board adopted a Merger Agreement between our company and its newly formed, wholly-owned subsidiary, Harbinger Group. Also on November 3, 2009, the holders of a majority of our issued and outstanding shares of common stock consented in writing to the Merger Agreement. On November 4, 2009, we entered into the Merger Agreement with Harbinger Group. The Merger Agreement

provides for the merger of our company with and into Harbinger Group (the "Reincorporation Merger") and will result in the following:

- the domicile of our company will change from the State of Nevada to the State of Delaware;
- we will be governed by the laws of the State of Delaware and by a new Certificate of Incorporation and new Bylaws prepared in accordance with Delaware law;
- our stockholders will receive one share of common stock of Harbinger Group for each share of our common stock owned by them at the time the Reincorporation Merger is effected;
- the persons presently serving as our executive officers and directors will serve in their same respective positions with Harbinger Group;
- our name will change to Harbinger Group Inc.; and
- Harbinger Group will be the successor corporation and continue the business of Zapata.

We filed an "Information Statement" with the Commission on November 4, 2009. We anticipate that the Reincorporation Merger will become effective 20 calendar days after the date we mail the definitive Information Statement to our stockholders. Following the Reincorporation Merger, our trading symbol will change to "HRG".

A copy of the Merger Agreement is attached hereto as Exhibit 10.3 and incorporated herein by reference.

Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On October 31, 2009, our Board elected Mr. Lap Wai Chan as a director to fill the remaining Board vacancy. Mr. Chan was elected as a Class I director and will hold office until the Company's Annual Meeting to be held in 2011. Mr. Chan was also appointed to serve on the Board's Audit Committee.

Mr. Chan, 43, is a consultant to MatlinPatterson Global Advisors, a private equity firm focused on distressed control investments across a range of industries. From July 2002 to September 2009, Mr. Chan was a Managing Partner at MatlinPatterson. Prior to that, Mr. Chan was a Managing Director at Credit Suisse First Boston H.K. Ltd. Mr. Chan has extensive investment experience, particularly in Asia and Latin America.

Based upon Mr. Chan's work experience, education and other relevant information, the Board has determined that Mr. Chan qualifies as "independent" under the listing standards of the NYSE and as an "audit committee financial expert" as defined in regulations promulgated by the Commission.

Item 6. Exhibits

(a) Exhibits

3.1	Articles of Incorporation of Zapata Corporation filed with the Secretary of State of Nevada May 4, 1999 (Exhibit 3.1 to Zapata's Current Report on Form 8-K filed May 4, 1999 (File No. 1-4219)).
3.2	Amended and Restated By-Laws of Zapata Corporation as amended July 9, 2009 (Exhibit 3.2 to Zapata's Quarterly Report on Form 10-Q filed August 7, 2009 (File No. 1-4219)).
10.1†*	Form of Indemnification Agreement by and among Zapata and Zap.Com Corporation and the Directors or Officers of Zapata and Zap.Com Corporation.
10.2†*	Form of Indemnification Agreement by and among Zapata and the Directors or Officers of Zapata only.

10.3*	Agreement and Plan of Merger, dated as of November 4, 2009, by and between Zapata corporation, a Nevada corporation, and Harbinger Group Inc., a Delaware corporation.
31.1*	Certification of CEO Pursuant to Rule 13a-14 or 15d-14 of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of CFO Pursuant to Rule 13a-14 or 15d-14 of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1**	Certification of CEO Pursuant to 18 U.S.C Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2**	Certification of CFO Pursuant to 18 U.S.C Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Filed herewith.

** Furnished herewith.

† Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ZAPATA CORPORATION
(Registrant)

Dated: December 22, 2009

By: /s/ Leonard DiSalvo
Vice President — Finance and Chief Financial Officer
(on behalf of the Registrant and as Principal Financial Officer)

INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT (the ***"Agreement"***) between each of the entities identified as the "***Company***" on the signature page of this Agreement (the "***Company***"), and [_____], a Representative (defined below) of the Company or an Affiliated Entity of the Company (the ***"Indemnitee"***), dated as of [_____], 2009.

More than one entity is identified as the "***Company***" on the signature page of this Agreement. This document shall be deemed to be a separate and distinct agreement between Indemnitee and each such Company. The use of a single signature page is for convenience only.

RECITALS:

The Indemnitee has agreed to serve as a Representative of the Company.

The Company is incorporated under the laws of Nevada, and its Affiliated Entities may include entities formed or organized under various jurisdictions as companies, limited partnerships and limited liability companies. To ensure a common standard of indemnification by the Company and its Affiliated Entities, the Company and Indemnitee have elected to have the standards of indemnification promulgated under the Nevada Revised Statutes (the "***NRS***") applicable to corporations incorporated under the laws of Nevada govern the provisions of this Agreement as set forth herein.

Certain capitalized terms used in this Agreement are defined in Section 15.

In recognition of the Indemnitee's need for substantial protection against personal liability and to provide the Indemnitee with specific contractual assurance that indemnification, including the protection, if any, provided by the Constating Documents, will be available to the Indemnitee (regardless of, among other things, any amendment to the Constating Documents or merger, exchange or reorganization of the Company resulting in changes in the Constating Documents), the Company wishes to provide in this Agreement for the indemnification of and the advancement of expenses to the Indemnitee to the fullest extent permitted by Nevada law and as set forth in this Agreement, and, to the extent insurance is maintained, for the coverage of the Indemnitee under the Company's directors' and officers' liability insurance policies

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. INDEMNIFICATION.

In the event that the Indemnitee was or is made a party to, or is threatened to be made a party to, or otherwise becomes involved, as a party or otherwise (including, but not limited to, as a witness or as the subject of a subpoena or discovery notice), or is threatened with, any Proceeding whether arising while such Indemnitee is a Representative of the Company or any Affiliated Entity or afterwards, relating to or arising out of the business and affairs of, or activities undertaken in connection with, the Company, or by reason of the fact that the Indemnitee or a person of whom the Indemnitee is the legal representative is or was, at any time, a Representative of the Company or any Affiliated Entity or is or was serving at the request of the Company or any Affiliated Entity for another company, partnership, joint venture, limited liability company, trust or other enterprise, in any capacity (including service with respect to employee benefit plans), whether the basis of such Proceeding is alleged action in an official capacity as a Representative or in any other capacity while serving as a Representative, the Company shall indemnify Indemnitee and hold Indemnitee harmless against all claims, demands, liabilities, costs, expenses, damages, judgment, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, known or unknown, liquidated or unliquidated ("***Claims***"), that may accrue to or be incurred by the Indemnitee, or in which the Indemnitee may become involved, including, but not limited, to amounts paid in satisfaction of attorneys' fees and all other costs, charges and expenses paid or incurred in connection with investigating,

defending, settling, being a witness in or participating in (including on appeal), or preparing to defend, be a witness in or participate in any Claim relating to a Proceeding ("***Expenses***") to the fullest extent a Nevada corporation has the power or obligation to indemnify a person in accordance with Section 78.7502 of the NRS as the same exists or may hereafter be amended (but only to the extent that such amendment permits a corporation to provide broader indemnification rights than a corporation was permitted to provide prior to such amendment), except to the extent that it shall have been determined by a final disposition that the Indemnitee breached his or her fiduciary duties and such Claims involved intentional misconduct, fraud or a knowing violation of the law by the Indemnitee and was material to the cause of action.

Notwithstanding anything to the contrary in Section 78.7502 of the NRS, in connection with any Claim or Proceeding by or in the right of the Company, the Indemnitee shall be entitled to the same rights to indemnification as are available to the Indemnitee under this Agreement with respect to a Claim or Proceeding by any third party. For the avoidance of doubt, no indemnification under this Agreement in connection with any Claim or Proceeding, whether by or in the right of the Company or otherwise, shall require any determination by the courts of Nevada or any other court.

The indemnification provided in this Agreement specifically includes indemnification with respect to the period from and after July 9, 2009, notwithstanding the date this Agreement is executed and delivered by the parties.

Section 2. Notices of Claims.

Promptly after receipt by the Indemnitee of notice of the commencement of any Proceeding, the Indemnitee shall, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of the commencement of such Proceeding; *provided*, that the failure of the Indemnitee to give notice as provided herein shall not relieve the Company of its obligations under this Agreement, except to the extent that the Company is actually prejudiced by such failure to give notice. In the event that any such Proceeding is brought against the Indemnitee (other than a derivative suit in right of the Company), the Company will be entitled to participate in and to assume the defense thereof to the extent that the Company may wish, with counsel reasonably satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of the Company's election to assume the defense thereof, the Company will not be liable for expenses subsequently incurred by the Indemnitee in connection with the defense thereof. The Company will not consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee of a release from all liability in respect to such Claim. Any indemnification provided for in Section 1 shall be made within 10 business days after receipt by the Company of the written notice of Indemnitee.

Section 3. Insurance.

In the event that the Company maintains insurance to protect any director, officer or manager of the Company against any expense, liability or loss from wrongful acts, or to insure the Company's indemnification obligations, such insurance shall cover the Indemnitee to at least the same extent as any director, officer or manager of the Company and the Company's insurance shall be the primary insurance policy against any expense, liability or loss from wrongful acts, and to insure the Company's indemnification obligations. ; in each case, notwithstanding that Indemnitee was designated as a Representative of the Company by affiliates of Harbinger Capital Partners, LLC (together with such affiliates, "Harbinger") or the availability of other insurance maintained or arranged by Harbinger.

Section 4. Advance of Expenses.

Notwithstanding anything in the Constating Documents or this Agreement to the contrary, the right to indemnification conferred by this Agreement shall include the obligation of the Company to advance, if so requested by the Indemnitee (and within 10 business days of such request), Expenses incurred relating to a Claim involving the Indemnitee in advance of its final disposition or to recover under any directors' and officers' liability insurance policies maintained by the Company; *provided*, *however*, that, solely if the NRS requires, the payment of such Expenses incurred by Indemnitee in advance of the final disposition of any Proceeding shall be made only upon delivery to the Company of an undertaking, by or on behalf of Indemnitee, to repay all amounts so advanced if

it shall ultimately be determined by a final disposition that Indemnitee is not entitled to be indemnified for such expenses under this Agreement or otherwise, or to repay any amount advanced in excess of the amount of indemnity to which Indemnitee is entitled under this Agreement or otherwise.

Section 5. Contribution.

In the event that the indemnification provided for in this Agreement is unavailable to the Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying the Indemnitee, shall contribute to the amount incurred by the Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any Proceeding, in such proportion as is deemed fair and reasonable, in light of all of the circumstances of such action, by a majority vote of the members of the then current Board of Directors (even though less than a quorum) or similar governing body of the Company, in each case acting in good faith, or, if the Indemnitee disagrees with the determination of such governing body, then by the courts of the State of Nevada or other court having jurisdiction over the parties to reflect (a) the relative benefits received by the Company and the Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such action; and/or (b) the relative fault of the Company (and its other Representatives) and the Indemnitee in connection with such event(s) and/or transaction(s). The Indemnitee's right to contribution under this Section 5 shall be determined in accordance with, pursuant to and in the same manner as, the provisions in Section 1 and 2 relating to the Indemnitee's right to indemnification under this Agreement.

Section 6. Attorneys' Fees.

In the event that any action is instituted by the Indemnitee under this Agreement to enforce or interpret any of the terms hereof, the Indemnitee shall be entitled to be paid all costs and expenses, including reasonable attorneys' fees, incurred by the Indemnitee with respect to such action, unless as a part of such action, a court of competent jurisdiction determines that each of the material assertions made by the Indemnitee as a basis for such action was not made in good faith or was frivolous. In the event of an action instituted by or in the name of the Company under this Agreement or to enforce or interpret any of the terms of this Agreement, the Indemnitee shall be entitled to be paid all costs and expenses, including attorneys' fees, incurred by the Indemnitee in defense of such action (including with respect to the Indemnitee's counterclaims and cross-claims made in such action), unless as a part of such action the court determines that each of the Indemnitee's material defenses to such action was made in bad faith or was frivolous.

Section 7. Non-Exclusivity.

The rights of the Indemnitee hereunder shall be in addition to any other rights the Indemnitee may have under the Constating Documents or under applicable law, and nothing herein shall be deemed to diminish or otherwise restrict the Indemnitee's right to indemnification under any such other provision. To the extent applicable law or the Constating Documents as in effect on the date hereof, or at any time in the future, permit greater indemnification than as provided for in this Agreement, the parties hereto agree that the Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such law or provision of the Constating Documents, and this Agreement shall be deemed amended without any further action by the Company or the Indemnitee to grant such greater benefits. The Indemnitee may elect to have the Indemnitee's rights hereunder interpreted on the basis of applicable law in effect at the time of execution of this Agreement, at the time of the occurrence of the event giving rise to a Claim or at the time indemnification is sought.

Section 8. Burden of Proof; No Presumptions

(a) Burden of Proof. In connection with any determination by any person as to whether Indemnitee is entitled to be indemnified hereunder, the Indemnitee shall be presumed to be entitled to indemnification under this Agreement upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking, if any is required, has been tendered to the Company), and thereafter the burden of proof shall be on the Company to establish that Indemnitee is not so entitled.

In any suit brought by Indemnitee to enforce a right to indemnification or to an advancement of Expenses hereunder, or brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the burden of proving that Indemnitee is not entitled to be indemnified, or to such advancement of Expenses, under this Agreement or otherwise, shall be on the Company.

(b) No Presumptions. For purposes of this Agreement, the termination of any Proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Company to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct or had any particular belief, nor an actual determination by the Company that Indemnitee has not met such standard of conduct or did not have such belief, shall be a defense to Indemnitee's claim for indemnification or advancement of expenses under this Agreement or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief. The scope of the Company's indemnification of Indemnitee is that set forth in Section 1 of this Agreement, and nothing in this Section 8(b) shall be deemed to expand such scope.

Section 9. Partial Indemnity.

If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of the Expenses, judgments, fines, penalties, amounts paid in settlement of a claim or any other amount but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all claims or in defense of any issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all expenses incurred in connection therewith.

Section 10. Subrogation.

In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

Section 11. No Duplication of Payments.

The Company shall not be liable under this Agreement to make any payment in connection with any claim made against the Indemnitee to the extent the Indemnitee has otherwise actually received payment (under any insurance policy, the Constating Documents or otherwise) of the amounts otherwise indemnifiable hereunder.

Section 12. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor (whether by purchase, merger, consolidation, reorganization, exchange or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, spouses, heirs, executors and personal and legal representatives. The Company shall require and cause any successor (whether by purchase, merger, consolidation, reorganization, exchange or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place, but the absence of any such writing shall not be a defense to any claim for indemnity made hereunder. This Agreement shall continue in effect regardless of whether the Indemnitee continues to serve as a Representative of the Company or of any other enterprise at the Company's request.

Section 13. Severability.

The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable in any respect, and the validity and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired and shall remain enforceable to the fullest extent permitted by law.

Section 14. Amendment.

Except as otherwise provided in Section 7 herein, this Agreement may not be changed, modified or amended except in writing signed by the parties hereto.

Section 15.Certain Definitions.

As used in this Agreement:

"**Affiliated Entity**" means any entity identified as the "Company" on the signature page.

The "**Constating Documents**" of the Company mean its articles or certificate of incorporation, articles or certification of association or formation, charter, by-laws, operating agreement, partnership agreement and/or other similar document or instrument governing its internal affairs.

"**final disposition**" means a determination by final judicial decision from which there is no further right to appeal by a final disposition.

"Proceeding" means any actual or threatened action, suit, proceeding, arbitration, alternate or dispute resolution mechanism, or any inquiry or investigation, whether civil, criminal, administrative or investigative.

Indemnitee will be deemed to be a **"Representative"** of an entity for which he is serving as an officer, a director, a manager, managing member, general partner, or in any other executive, fiduciary or representative capacity, including as an "authorized signatory", at the request of the entity.

Section 16. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 17. Governing Law

This Agreement shall be governed by the laws of the State of Nevada without regard to the principles of conflicts of law thereof.

[Intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Company and the Indemnitee have executed this Indemnification Agreement as of the day and year first above written.

INDEMNITEE:

_____

COMPANY:

ZAPATA CORPORATION,
a Nevada corporation

By: _____ *
Name:
Title:

COMPANY:

ZAP.COM CORPORATION,
a Nevada corporation

By: _____ *
Name:
Title:

Schedule to Exhibit 10.1 – Form of Indemnification Agreement by and Among Zapata Corporation, Zap.Com Corporation and the Directors and Officers of Zapata Corporation and Zap.Com Corporation

The Indemnification Agreement filed as Exhibit 10.1 is substantially identical in all material respects to the indemnification agreements which have been entered into by Zapata Corporation and Zap.Com Corporation and the following directors and officers with the associated effective dates:

Indemnitee	Effective Date
Philip A. Falcone	September 25, 2009
Leonard DiSalvo	October 7, 2009
Lawrence M. Clark, Jr.	September 25, 2009
Corrine J. Glass	September 25, 2009
Peter A. Jenson	September 25, 2009
Keith Hladek	October 7, 2009

INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT (the ***"Agreement"***) between Zapata Corporation, a Nevada corporation (the "***Company***"), and [_____], a Representative (defined below) of the Company or an Affiliated Entity of the Company (the ***"Indemnitee"***), dated as of [_____], 2009.

RECITALS:

The Indemnitee has agreed to serve as a Representative of the Company.

The Company is incorporated under the laws of Nevada, and its Affiliated Entities may include entities formed or organized under various jurisdictions as companies, limited partnerships and limited liability companies. To ensure a common standard of indemnification by the Company and its Affiliated Entities, the Company and Indemnitee have elected to have the standards of indemnification promulgated under the Nevada Revised Statutes (the "***NRS***") applicable to corporations incorporated under the laws of Nevada govern the provisions of this Agreement as set forth herein.

Certain capitalized terms used in this Agreement are defined in Section 15.

In recognition of the Indemnitee's need for substantial protection against personal liability and to provide the Indemnitee with specific contractual assurance that indemnification, including the protection, if any, provided by the Constating Documents, will be available to the Indemnitee (regardless of, among other things, any amendment to the Constating Documents or merger, exchange or reorganization of the Company resulting in changes in the Constating Documents), the Company wishes to provide in this Agreement for the indemnification of and the advancement of expenses to the Indemnitee to the fullest extent permitted by Nevada law and as set forth in this Agreement, and, to the extent insurance is maintained, for the coverage of the Indemnitee under the Company's directors' and officers' liability insurance policies

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. INDEMNIFICATION.

In the event that the Indemnitee was or is made a party to, or is threatened to be made a party to, or otherwise becomes involved, as a party or otherwise (including, but not limited to, as a witness or as the subject of a subpoena or discovery notice), or is threatened with, any Proceeding whether arising while such Indemnitee is a Representative of the Company or any Affiliated Entity or afterwards, relating to or arising out of the business and affairs of, or activities undertaken in connection with, the Company, or by reason of the fact that the Indemnitee or a person of whom the Indemnitee is the legal representative is or was, at any time, a Representative of the Company or any Affiliated Entity or is or was serving at the request of the Company or any Affiliated Entity for another company, partnership, joint venture, limited liability company, trust or other enterprise, in any capacity (including service with respect to employee benefit plans), whether the basis of such Proceeding is alleged action in an official capacity as a Representative or in any other capacity while serving as a Representative, the Company shall indemnify Indemnitee and hold Indemnitee harmless against all claims, demands, liabilities, costs, expenses, damages, judgment, fines, ERISA excise taxes or penalties, and amounts paid or to be paid in settlement, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, known or unknown, liquidated or unliquidated ("***Claims***"), that may accrue to or be incurred by the Indemnitee, or in which the Indemnitee may become involved, including, but not limited, to amounts paid in satisfaction of attorneys' fees and all other costs, charges and expenses paid or incurred in connection with investigating, defending, settling, being a witness in or participating in (including on appeal), or preparing to defend, be a witness in or participate in any Claim relating to a Proceeding ("***Expenses***") to the fullest extent a Nevada corporation has the power or obligation to indemnify a person in accordance with Section 78.7502 of the NRS as the same exists or may hereafter be amended (but only to the extent that such amendment permits a corporation to provide broader

indemnification rights than a corporation was permitted to provide prior to such amendment), except to the extent that it shall have been determined by a final disposition that the Indemnitee breached his or her fiduciary duties and such Claims involved intentional misconduct, fraud or a knowing violation of the law by the Indemnitee and was material to the cause of action.

Notwithstanding anything to the contrary in Section 78.7502 of the NRS, in connection with any Claim or Proceeding by or in the right of the Company, the Indemnitee shall be entitled to the same rights to indemnification as are available to the Indemnitee under this Agreement with respect to a Claim or Proceeding by any third party. For the avoidance of doubt, no indemnification under this Agreement in connection with any Claim or Proceeding, whether by or in the right of the Company or otherwise, shall require any determination by the courts of Nevada or any other court.

Section 2. Notices of Claims.

Promptly after receipt by the Indemnitee of notice of the commencement of any Proceeding, the Indemnitee shall, if a claim for indemnification in respect thereof is to be made against the Company, give written notice to the Company of the commencement of such Proceeding; *provided*, that the failure of the Indemnitee to give notice as provided herein shall not relieve the Company of its obligations under this Agreement, except to the extent that the Company is actually prejudiced by such failure to give notice. In the event that any such Proceeding is brought against the Indemnitee (other than a derivative suit in right of the Company), the Company will be entitled to participate in and to assume the defense thereof to the extent that the Company may wish, with counsel reasonably satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of the Company's election to assume the defense thereof, the Company will not be liable for expenses subsequently incurred by the Indemnitee in connection with the defense thereof. The Company will not consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee of a release from all liability in respect to such Claim. Any indemnification provided for in Section 1 shall be made within 10 business days after receipt by the Company of the written notice of Indemnitee.

Section 3. Insurance.

In the event that the Company maintains insurance to protect any director, officer or manager of the Company against any expense, liability or loss from wrongful acts, or to insure the Company's indemnification obligations, such insurance shall cover the Indemnitee to at least the same extent as any director, officer or manager of the Company and the Company's insurance shall be the primary insurance policy against any expense, liability or loss from wrongful acts, and to insure the Company's indemnification obligations.

Section 4. Advance of Expenses.

Notwithstanding anything in the Constating Documents or this Agreement to the contrary, the right to indemnification conferred by this Agreement shall include the obligation of the Company to advance, if so requested by the Indemnitee (and within 10 business days of such request), Expenses incurred relating to a Claim involving the Indemnitee in advance of its final disposition or to recover under any directors' and officers' liability insurance policies maintained by the Company; *provided*, *however*, that, solely if the NRS requires, the payment of such Expenses incurred by Indemnitee in advance of the final disposition of any Proceeding shall be made only upon delivery to the Company of an undertaking, by or on behalf of Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by a final disposition that Indemnitee is not entitled to be indemnified for such expenses under this Agreement or otherwise, or to repay any amount advanced in excess of the amount of indemnity to which Indemnitee is entitled under this Agreement or otherwise.

Section 5. Contribution.

In the event that the indemnification provided for in this Agreement is unavailable to the Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying the Indemnitee, shall contribute to the amount incurred by the Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any Proceeding, in such proportion as is deemed fair and reasonable, in light of all of the circumstances of such action, by a majority vote of the members of the then current

Board of Directors (even though less than a quorum) or similar governing body of the Company, in each case acting in good faith, or, if the Indemnitee disagrees with the determination of such governing body, then by the courts of the State of Nevada or other court having jurisdiction over the parties to reflect (a) the relative benefits received by the Company and the Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such action; and/or (b) the relative fault of the Company (and its other Representatives) and the Indemnitee in connection with such event(s) and/or transaction(s). The Indemnitee's right to contribution under this Section 5 shall be determined in accordance with, pursuant to and in the same manner as, the provisions in Section 1 and 2 relating to the Indemnitee's right to indemnification under this Agreement.

Section 6. Attorneys' Fees.

In the event that any action is instituted by the Indemnitee under this Agreement to enforce or interpret any of the terms hereof, the Indemnitee shall be entitled to be paid all costs and expenses, including reasonable attorneys' fees, incurred by the Indemnitee with respect to such action, unless as a part of such action, a court of competent jurisdiction determines that each of the material assertions made by the Indemnitee as a basis for such action was not made in good faith or was frivolous. In the event of an action instituted by or in the name of the Company under this Agreement or to enforce or interpret any of the terms of this Agreement, the Indemnitee shall be entitled to be paid all costs and expenses, including attorneys' fees, incurred by the Indemnitee in defense of such action (including with respect to the Indemnitee's counterclaims and cross-claims made in such action), unless as a part of such action the court determines that each of the Indemnitee's material defenses to such action was made in bad faith or was frivolous.

Section 7. Non-Exclusivity.

The rights of the Indemnitee hereunder shall be in addition to any other rights the Indemnitee may have under the Constating Documents or under applicable law, and nothing herein shall be deemed to diminish or otherwise restrict the Indemnitee's right to indemnification under any such other provision. To the extent applicable law or the Constating Documents as in effect on the date hereof, or at any time in the future, permit greater indemnification than as provided for in this Agreement, the parties hereto agree that the Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such law or provision of the Constating Documents, and this Agreement shall be deemed amended without any further action by the Company or the Indemnitee to grant such greater benefits. The Indemnitee may elect to have the Indemnitee's rights hereunder interpreted on the basis of applicable law in effect at the time of execution of this Agreement, at the time of the occurrence of the event giving rise to a Claim or at the time indemnification is sought.

Section 8. Burden of Proof; No Presumptions

(a) Burden of Proof. In connection with any determination by any person as to whether Indemnitee is entitled to be indemnified hereunder, the Indemnitee shall be presumed to be entitled to indemnification under this Agreement upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking, if any is required, has been tendered to the Company), and thereafter the burden of proof shall be on the Company to establish that Indemnitee is not so entitled.

In any suit brought by Indemnitee to enforce a right to indemnification or to an advancement of Expenses hereunder, or brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the burden of proving that Indemnitee is not entitled to be indemnified, or to such advancement of Expenses, under this Agreement or otherwise, shall be on the Company.

(b) No Presumptions. For purposes of this Agreement, the termination of any Proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere*, or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law. In addition, neither the failure of the Company to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct or had any particular belief, nor an actual determination by the Company that Indemnitee has not met such standard of conduct or did not have such belief, shall be a defense to Indemnitee's claim for indemnification or advancement of expenses under this Agreement or create a presumption that Indemnitee has not met any particular standard of conduct or did

not have any particular belief. The scope of the Company's indemnification of Indemnitee is that set forth in Section 1 of this Agreement, and nothing in this Section 8(b) shall be deemed to expand such scope.

Section 9. Partial Indemnity.

If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for a portion of the Expenses, judgments, fines, penalties, amounts paid in settlement of a claim or any other amount but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. Moreover, notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise in defense of any or all claims or in defense of any issue or matter therein, including dismissal without prejudice, Indemnitee shall be indemnified against all expenses incurred in connection therewith.

Section 10. Subrogation.

In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

Section 11. No Duplication of Payments.

The Company shall not be liable under this Agreement to make any payment in connection with any claim made against the Indemnitee to the extent the Indemnitee has otherwise actually received payment (under any insurance policy, the Constating Documents or otherwise) of the amounts otherwise indemnifiable hereunder.

Section 12. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor (whether by purchase, merger, consolidation, reorganization, exchange or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company, spouses, heirs, executors and personal and legal representatives. The Company shall require and cause any successor (whether by purchase, merger, consolidation, reorganization, exchange or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place, but the absence of any such writing shall not be a defense to any claim for indemnity made hereunder. This Agreement shall continue in effect regardless of whether the Indemnitee continues to serve as a Representative of the Company or of any other enterprise at the Company's request.

Section 13. Severability.

The provisions of this Agreement shall be severable in the event that any of the provisions hereof (including any provision within a single section, paragraph or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable in any respect, and the validity and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired and shall remain enforceable to the fullest extent permitted by law.

Section 14. Amendment.

Except as otherwise provided in Section 7 herein, this Agreement may not be changed, modified or amended except in writing signed by the parties hereto.

Section 15.Certain Definitions.

As used in this Agreement:

"**Affiliated Entity**" means any entity identified as the "Company" on the signature page.

The "**Constating Documents**" of the Company mean its articles or certificate of incorporation, articles or certification of association or formation, charter, by-laws, operating agreement, partnership agreement and/or other similar document or instrument governing its internal affairs.

"**final disposition**" means a determination by final judicial decision from which there is no further right to appeal by a final disposition.

"Proceeding" means any actual or threatened action, suit, proceeding, arbitration, alternate or dispute resolution mechanism, or any inquiry or investigation, whether civil, criminal, administrative or investigative.

Indemnitee will be deemed to be a **"Representative"** of an entity for which he is serving as an officer, a director, a manager, managing member, general partner, or in any other executive, fiduciary or representative capacity, including as an "authorized signatory", at the request of the entity.

SECTION 16. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nevada without regard to the principles of conflicts of law thereof.

[Intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Company and the Indemnitee have executed this Indemnification Agreement as of the day and year first above written.

INDEMNITEE:

_____

COMPANY:

ZAPATA CORPORATION,
a Nevada corporation

By: _____ *****
Name:
Title:

Schedule to Exhibit 10.2 – Form of Indemnification Agreement by and Among Zapata Corporation and the Directors and Officers of Zapata Corporation

The Indemnification Agreement filed as Exhibit 10.2 is substantially identical in all material respects to the indemnification agreements which have been entered into by Zapata Corporation and the following director of Zapata Corporation with the associated effective date:

Indemnitee	Effective Date
Robert V. Leffler, Jr.	October 7, 2009
Thomas M. Hudgins	October 7, 2009
Lap Wai Chan	October 31, 2009

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("**Agreement**"), dated as of November 4, 2009, by and between Zapata Corporation, a Nevada corporation (**"Parent"**), and Harbinger Group Inc., a Delaware corporation (**"Subsidiary"**).

RECITALS:

Parent is a corporation organized and existing under the laws of Nevada.

Subsidiary is a corporation organized and existing under the laws of Delaware and is a wholly-owned subsidiary of Parent.

Parent and its board of directors deem it advisable and in the best interests of Parent and its stockholders to merge Parent with and into Subsidiary pursuant to the provisions of Nevada Revised Statutes (**"NRS"**) and the Delaware General Corporation Law (**"DGCL"**) upon the terms and conditions set forth in this Agreement, subject to the approval of the Parent's stockholders as contemplated in Section 4.1.

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Parent shall be merged with and into Subsidiary (the **"Merger"**) upon the terms and conditions set forth below.

PRINCIPAL TERMS OF THE MERGER

Merger. On the Effective Date (as defined in Section 4.1 below), Parent shall be merged with and into Subsidiary and the separate existence of Parent shall cease. Subsidiary shall be the surviving corporation (sometimes hereinafter referred to as the **"Surviving Corporation"**) in the Merger and shall operate under the name "Harbinger Group Inc." by virtue of, and shall be governed by, the laws of Delaware. The address of the registered office of the Surviving Corporation in Delaware will be 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, and the registered agent in charge thereof shall be Corporation Service Company.

Certificate of Incorporation of the Surviving Corporation. The certificate of incorporation of the Surviving Corporation shall be the certificate of incorporation of Subsidiary as in effect on the date hereof without change unless and until amended in accordance with applicable law.

Bylaws of the Surviving Corporation. The bylaws of the Surviving Corporation shall be the bylaws of Subsidiary as in effect on the date hereof without change unless and until amended or repealed in accordance with applicable law.

Directors and Officers. At the Effective Date of the Merger, the directors and officers of Parent in office at the Effective Date of the Merger shall become the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the certificate of incorporation and bylaws of the Surviving Corporation and the DGCL, until his or her successor is duly elected or appointed and qualified. The Surviving Corporation will have a classified board identical to that of the Parent, with the Surviving Corporation's current board members remaining in their same classes, as set forth below:

Class I — Lap Wai Chan, Lawrence M. Clark, Jr. and Peter A. Jenson
Class II — Philip A. Falcone and Keith Hladek
Class III — Thomas Hudgins and Robert V. Leffler, Jr.

CONVERSION, CERTIFICATES AND PLANS

Conversion of Shares. At the Effective Date of the Merger, each of the following transactions shall be deemed to occur simultaneously:

Common Stock. Each share of Parent's common stock, $0.01 par value per share ("**Parent Stock**"), issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one validly issued, fully paid and nonassessable share of the Surviving Corporation's common stock, $0.01 par value per share ("**Surviving Corporation Stock**" or "**Subsidiary Stock**"), provided, that each share of Parent Stock held in Parent's treasury shall be canceled without any consideration being issued or paid therefor.

Options. Each option to acquire shares of Parent Stock outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an equivalent option to acquire, upon the same terms and conditions, the number of shares of Surviving Corporation Stock that is equal to the number of shares of Parent Stock the optionee would have received had the optionee exercised such option in full immediately before the Effective Date (whether or not such option was then exercisable) and the exercise price per share under each such option shall be equal to the exercise price per share thereunder immediately before the Effective Date.

Subsidiary Stock. Each share of Subsidiary Stock issued and outstanding immediately before the Effective Date and held by Parent shall be canceled without any consideration being issued or paid therefor.

Stock Certificates. After the Effective Date, each certificate theretofore representing issued and outstanding shares of Parent Stock will thereafter be deemed to represent the same number of shares of the Surviving Corporation Stock. The holders of outstanding certificates theretofore representing Parent Stock will not be required to surrender such certificate to Parent or the Surviving Corporation.

Reorganization. For United States federal income tax purposes, the Merger is intended to constitute a tax-free reorganization within the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended. The parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

Effects of the Merger. At the Effective Date, the Merger shall have the effects specified in the NRS, the DGCL and this Agreement. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date the Surviving Corporation shall possess all the rights, privileges, powers and franchises, of a public as well as a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the parties to this Agreement; the rights, privileges, powers and franchises of Parent and Subsidiary, and all property, real, personal and mixed, and all debts due to each of them on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation, as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise vested in Parent and Subsidiary or either of them, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

Additional Actions. If, at any time after the Effective Date of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable

(a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Parent acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation may execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement. The Surviving Corporation is fully authorized in the name of Parent or otherwise to take any and all such action pursuant to the irrevocable Power of Attorney granted by the Parent to the Subsidiary, attached hereto as Exhibit A.

APPROVAL BY STOCKHOLDERS;
AMENDMENT; EFFECTIVE DATE

Approval. This Agreement and the Merger contemplated hereby are subject to approval by the requisite vote, or a written consent in lieu of vote, of the Parent's stockholders in accordance with the NRS and compliance with the requirements of law, including the securities laws of the United States. As promptly as practicable after the later of (a) approval of this Agreement by the Parent's stockholders in accordance with applicable law and (b) compliance with applicable securities laws, including, but not limited to, the filing of a Schedule 14C with the Securities and Exchange Commission and the mailing of a definitive Schedule 14C to the Parent's stockholders, duly authorized officers of the respective parties shall make and execute Articles of Merger and a Certificate of Ownership and Merger and shall cause such documents to be filed with the Secretary of State of Nevada and the Secretary of State of Delaware, respectively, in accordance with the laws of Nevada and Delaware and applicable U.S. federal securities laws. The effective date of the Merger (**"Effective Date"**) shall be the date and time on and at which the Merger becomes effective under the laws of Nevada or the date and time on and at which the Merger becomes effective under the laws of Delaware, whichever occurs later. The execution and delivery hereof by the Parent shall constitute the approval and adoption of, and consent to, the Merger Agreement and the transactions contemplated thereby in Parent's capacity as the sole stockholder of the Subsidiary.

Amendments. The Board of Directors of Parent may amend this Agreement at any time before the Effective Date, provided, however, that an amendment made subsequent to the approval of the Merger by the stockholders of Parent shall not (a) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the shares of Parent Stock, (b) alter or change any term of the certificate of incorporation of Subsidiary, except to cure any ambiguity, defect or inconsistency or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of Parent Stock.

MISCELLANEOUS

Termination. This Agreement may be terminated and the Merger abandoned at any time before the filing of this Agreement with the Secretary of State of Nevada and the Secretary of State of Delaware, whether before or after stockholder approval of this Agreement, by the consent of the Boards of Directors of Parent and Subsidiary.

Captions and Section Headings. As used herein, captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Entire Agreement. This Agreement and the other documents delivered pursuant hereto and thereto, or incorporated by reference herein, contain the entire agreement between the parties hereto concerning the transactions contemplated herein and supersede all prior agreements or understandings between the parties hereto relating to the subject matter hereof.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

Governing Law. This Agreement shall be construed in accordance with the laws of Delaware, except to the extent the laws of Nevada shall apply to the Merger where mandated by the NRS.

IN WITNESS WHEREOF, Parent and Subsidiary have duly executed this Agreement as of the date first written above.

Parent:
Zapata Corporation
a Nevada corporation

By: /s/ Peter Jenson
Name: Peter Jenson
Title: Secretary

Subsidiary:
Harbinger Group Inc.
a Delaware corporation

By: /s/ Peter Jenson
Name: Peter Jenson
Title: Secretary

Exhibit A

Irrevocable Power of Attorney

(a) CAUTION TO THE PRINCIPAL: YOUR POWER OF ATTORNEY IS AN IMPORTANT DOCUMENT. AS THE "PRINCIPAL," YOU GIVE THE PERSON WHOM YOU CHOOSE (YOUR "AGENT") AUTHORITY TO SPEND YOUR MONEY AND SELL OR DISPOSE OF YOUR PROPERTY DURING YOUR LIFETIME WITHOUT TELLING YOU. YOU DO NOT LOSE YOUR AUTHORITY TO ACT EVEN THOUGH YOU HAVE GIVEN YOUR AGENT SIMILAR AUTHORITY.

WHEN YOUR AGENT EXERCISES THIS AUTHORITY, HE OR SHE MUST ACT ACCORDING TO ANY INSTRUCTIONS YOU HAVE PROVIDED OR, WHERE THERE ARE NO SPECIFIC INSTRUCTIONS, IN YOUR BEST INTEREST. "IMPORTANT INFORMATION FOR THE AGENT" AT THE END OF THIS DOCUMENT DESCRIBES YOUR AGENT'S RESPONSIBILITIES.

YOUR AGENT CAN ACT ON YOUR BEHALF ONLY AFTER SIGNING THE POWER OF ATTORNEY BEFORE A NOTARY PUBLIC.

YOU CAN REQUEST INFORMATION FROM YOUR AGENT AT ANY TIME. IF YOU ARE REVOKING A PRIOR POWER OF ATTORNEY BY EXECUTING THIS POWER OF ATTORNEY, YOU SHOULD PROVIDE WRITTEN NOTICE OF THE REVOCATION TO YOUR PRIOR AGENT(S) AND TO THE FINANCIAL INSTITUTIONS WHERE YOUR ACCOUNTS ARE LOCATED.

YOU CAN REVOKE OR TERMINATE YOUR POWER OF ATTORNEY AT ANY TIME FOR ANY REASON AS LONG AS YOU ARE OF SOUND MIND. IF YOU ARE NO LONGER OF SOUND MIND, A COURT CAN REMOVE AN AGENT FOR ACTING IMPROPERLY.

YOUR AGENT CANNOT MAKE HEALTH CARE DECISIONS FOR YOU. YOU MAY EXECUTE A "HEALTH CARE PROXY" TO DO THIS.

THE LAW GOVERNING POWERS OF ATTORNEY IS CONTAINED IN THE NEW YORK GENERAL OBLIGATIONS LAW, ARTICLE 5, TITLE 15. THIS LAW IS AVAILABLE AT A LAW LIBRARY, OR ONLINE THROUGH THE NEW YORK STATE SENATE OR ASSEMBLY WEBSITES, WWW.SENATE.STATE.NY.US OR WWW.ASSEMBLY.STATE.NY.US.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) DESIGNATION OF AGENT(S):

I, **Zapata Corporation**,100 Meridian Centre, Suite 350, Rochester, NY 14618, hereby appoint:

Harbinger Group Inc., 100 Meridian Centre, Suite 350, Rochester, NY 14618, as my agent(s)

IF YOU DESIGNATE MORE THAN ONE AGENT ABOVE, THEY MUST ACT TOGETHER UNLESS YOU INITIAL THE STATEMENT BELOW.

(___) My agents may act SEPARATELY.

(c) DESIGNATION OF SUCCESSOR AGENT(S): (OPTIONAL)

If every agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

_____

_____

[name(s) and address(es) of successor agent(s)]

Successor agents designated above must act together unless you initial the statement below.

(___) My successor agents may act SEPARATELY.

(d) This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".

(e) This POWER OF ATTORNEY REVOKES any and all prior Powers of Attorney executed by me unless I have stated otherwise below, under "Modifications".

IF YOU ARE NOT REVOKING YOUR PRIOR POWERS OF ATTORNEY, AND IF YOU ARE GRANTING THE SAME AUTHORITY IN TWO OR MORE POWERS OF ATTORNEY, YOU MUST ALSO INDICATE UNDER "MODIFICATIONS" WHETHER THE AGENTS GIVEN THESE POWERS ARE TO ACT TOGETHER OR SEPARATELY.

(f) GRANT OF AUTHORITY:

TO GRANT YOUR AGENT SOME OR ALL OF THE AUTHORITY BELOW, EITHER (1) INITIAL THE BRACKET AT EACH AUTHORITY YOU GRANT, OR (2) WRITE OR TYPE THE LETTERS FOR EACH AUTHORITY YOU GRANT ON THE BLANK LINE AT (P), AND INITIAL THE BRACKET AT (P). IF YOU INITIAL (P), YOU DO NOT NEED TO INITIAL THE OTHER LINES.

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

(___)	(A)	real estate transactions;
(___)	(B)	chattel and goods transactions;
(___)	(C)	bond, share, and commodity transactions;
(___)	(D)	banking transactions;
(___)	(E)	business operating transactions;
(___)	(F)	insurance transactions;
(___)	(G)	estate transactions;
(___)	(H)	claims and litigation;
(___)	(I)	personal and family maintenance;
(___)	(J)	benefits from governmental programs or civil or military service;
(___)	(K)	health care billing and payment matters; records, reports, and statements;
(___)	(L)	retirement benefit transactions;
(___)	(M)	tax matters;
(___)	(N)	all other matters;
(___)	(O)	full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;
(___)	(P)	EACH of the matters identified by the following letters **A,B,C,D,E,F,G,H,I,J,K,L,M,N,O**

You need not initial the other lines if you initial line (P).

(g) MODIFICATIONS: (OPTIONAL)

IN THIS SECTION, YOU MAY MAKE ADDITIONAL PROVISIONS, INCLUDING LANGUAGE TO LIMIT OR SUPPLEMENT AUTHORITY GRANTED TO YOUR AGENT. HOWEVER, YOU CANNOT USE THIS MODIFICATIONS SECTION TO GRANT YOUR AGENT AUTHORITY TO MAKE MAJOR GIFTS OR CHANGES TO INTERESTS IN YOUR PROPERTY. IF YOU WISH TO GRANT YOUR AGENT SUCH AUTHORITY, YOU MUST COMPLETE THE STATUTORY MAJOR GIFTS RIDER.

1. Although this document revokes all powers of attorney I have previously executed, this document shall not revoke any powers of attorney previously executed by me for a specific or limited purpose, unless I have specified otherwise herein. It shall not revoke any power executed as part of a contract I signed or for the management of any bank or securities account. In order to revoke a prior power of attorney for a specific or limited purpose, I will execute a revocation specifically referring to the power to be revoked.

2. This power of attorney shall not be revoked by any subsequent power of attorney I may execute, unless such subsequent power specifically provides that it revokes this power by referring to the date of my execution of this document.

3. Whenever two or more powers of attorney are valid at the same time, the agents appointed on each shall act separately, unless specified differently in the documents.

(h) MAJOR GIFTS AND OTHER TRANSFERS: STATUTORY MAJOR GIFTS RIDER (OPTIONAL)

IN ORDER TO AUTHORIZE YOUR AGENT TO MAKE MAJOR GIFTS AND OTHER TRANSFERS OF YOUR PROPERTY, YOU MUST INITIAL THE STATEMENT BELOW AND EXECUTE A STATUTORY MAJOR GIFTS RIDER AT THE SAME TIME AS THIS INSTRUMENT. INITIALING THE STATEMENT BELOW BY ITSELF DOES NOT AUTHORIZE YOUR AGENT TO MAKE MAJOR GIFTS AND OTHER TRANSFERS. THE PREPARATION OF THE STATUTORY MAJOR GIFTS RIDER SHOULD BE SUPERVISED BY A LAWYER.

(___) (SMGR) I grant my agent authority to make major gifts and other transfers of my property, in accordance with the terms and conditions of the Statutory Major Gifts Rider that supplements this Power of Attorney.

(i) DESIGNATION OF MONITOR(S): (OPTIONAL)

I wish to designate _____,

whose address(es) is (are) _____**,** as monitor(s).

Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the Power of Attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(j) COMPENSATION OF AGENT(S): (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define “reasonable compensation”, you may do so above, under “Modifications”.

(___) My agent(s) shall be entitled to reasonable compensation for services rendered.

(k) ACCEPTANCE BY THIRD PARTIES: I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(l) TERMINATION: This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

(m) SIGNATURE AND ACKNOWLEDGMENT:

In Witness Whereof I have hereunto signed my name on **November 4th**, 20**09**.

PRINCIPAL signs here: ==>/s/ Peter Jenson

Peter Jenson, Secretary of Zapata Corporation

STATE OF NEW YORK)) ss.:

COUNTY OF **New York**)

On the **4th** day of **November** , in the year **2009**, before me, the undersigned, a Notary Public in and for said state, personally appeared **Peter Jenson**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

/s/ Lynn Toby Fisher
Notary Public

(n) IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

(1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;

(2) avoid conflicts that would impair your ability to act in the principal's best interest;

(3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;

(4) keep a record or all receipts, payments, and transactions conducted for the principal; and

(5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent:

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

(o) AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT: It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I/we **Harbinger Group Inc.**, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein.

I/we acknowledge my/our legal responsibilities.

Agent(s) sign(s) here:=>/s/ Peter Jenson

Peter Jenson, Secretary of Harbinger Group Inc.

STATE OF NEW YORK)

) ss.:

COUNTY OF **New York**)

On the **4th** day of **November** , in the year **2009**, before me, the undersigned, a Notary Public in and for said state, personally appeared **Peter Jenson**, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

/s/ Lynn Toby Fisher

Notary Public

2008 N.Y. Laws ch. 644, § 19, 5-1513; 2009 N.Y. Laws ch. 4 (amending effective date from March 1, 2009 to September 1, 2009).

Exhibit 31.1

CERTIFICATION PURSUANT TO RULE 13A-14(a) OR 15D-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Philip A. Falcone, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A for the period ended September 30, 2009 of Zapata Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 22, 2009

/s/ Philip A. Falcone

Philip A. Falcone
Chairman of the Board, President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO RULE 13A-14(a) OR 15D-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Leonard DiSalvo, certify that:

1. I have reviewed this quarterly report on Form 10-Q/A for the period ended September 30, 2009 of Zapata Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: December 22, 2009

/s/ Leonard DiSalvo

Leonard DiSalvo
Vice President — Finance and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CEO PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Zapata Corporation (the "Company") on Form 10-Q/A for the quarter ended September 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Philip A. Falcone, as Chairman of the Board, President and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Philip A. Falcone
Philip A. Falcone
Chairman of the Board, President and Chief Executive Officer
December 22, 2009

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Exhibit 32.2

CERTIFICATION OF CFO PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Zapata Corporation (the "Company") on Form 10-Q/A for the quarter ended September 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Leonard DiSalvo, as Vice President — Finance and Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Leonard DiSalvo
Leonard DiSalvo
Vice President — Finance and Chief Financial Officer
December 22, 2009

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.