

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	
AMERICAN BANKNOTE	:	Case No. 05-10174 (PJW)
CORPORATION,	:	
	:	
	:	
Debtor.	:	

**DEBTOR’S MOTION FOR AN ORDER PURSUANT TO 11
U.S.C. §§ 327, 328, 329 AND 330 AND FED. R. BANKR. P.
2014(a) AND 2016(b) AUTHORIZING THE EMPLOYMENT
AND RETENTION OF ANDREWS KURTH LLP AS COUNSEL
FOR THE DEBTOR AND DEBTOR IN POSSESSION**

American Banknote Corporation, a Delaware corporation, the above-captioned debtor and debtor in possession (the “Debtor”), for its application (the “Motion”), pursuant to sections 327(a), 328, 329 and 330 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure, for the entry of an order authorizing the employment and retention of Andrews Kurth LLP (“Andrews Kurth” or the “Firm”) as counsel for the Debtor in the above-captioned chapter 11 case, respectfully states as follows:

Jurisdiction

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this chapter 11 case and this Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

(a) The Debtor’s Business

2. The Debtor is a holding company which, through its subsidiaries in the United States, Brazil, France, and Argentina, is a provider of secure printed documents, printed and personalized

secure and non-secure transaction and identification cards and systems, and a wide array of document management and transaction services and solutions.

3. The Debtor operates and manages its business based on geographic location along three principal product lines: Transaction Cards and Systems; Printing Services and Document Management; and Security Printing Solutions.

4. The Debtor's principal subsidiaries are: American Bank Note Company ("ABNCO") a New York Corporation (and the Debtor's domestic operating subsidiary), American Bank Note Ltd. ("ABNB"), a 77.5% owned Brazilian company, CPS Technologies, S.A., a French company, and Transtex S.A., an Argentine company.

5. Only the Debtor is the subject of this Chapter 11 case. None of the Debtor's subsidiaries is a debtor under the Bankruptcy Code.

(b) The First Chapter 11 Proceeding

6. On December 8, 1999, the Debtor filed its first Chapter 11 petition (the "First Bankruptcy") in the United States Bankruptcy Court for the Southern District of New York ("NY Bankruptcy Court"). None of the Debtor's affiliates or subsidiaries filed bankruptcy petitions as part of the First Bankruptcy.

7. On September 12, 2000, the Debtor's Amended Disclosure Statement with Respect to the Debtor's Fourth Amended Plan of Reorganization was approved by the NY Bankruptcy Court. On August 22, 2002, the Debtor's Fourth Amended Plan of Reorganization was confirmed by the NY Bankruptcy Court (the "2002 Plan"). The NY Bankruptcy Court entered an order closing the Debtor's First Bankruptcy on January 12, 2005.

(c) The Debtor's Capital Structure

8. The Debtor presently has \$108 million outstanding under the 10³/₈% Notes due 2005 (the "Notes"), which mature on January 31, 2005. The Notes are secured by a pledge of the stock of

certain of the Debtor's subsidiaries. These Notes were restructured pursuant to the Debtor's 2002 Plan, under which \$56.5 million principal amount of Notes were reinstated at par value, with accrued interest and a two percent consent fee paid in the form of additional Notes, which in total aggregated approximately \$79.0 million of the Notes. Under the 2002 Plan, the Debtor also agreed to exchange approximately \$8.0 million principal amount of its 11½% Notes due August 1, 2002, which, with accrued interest and consent fees, aggregated approximately \$12.6 million in Notes. As a result, on the effective date of the 2002 Plan, the total amount of Notes was \$91.6 million. Interest payments on the Notes after the effective date of the 2002 Plan, which occurred semi-annually on December 1, 2002, June 1, 2003, December 1, 2003, June 1, 2004 and December 1, 2004 were paid in kind at the Debtor's option in accordance with its rights under the Indenture to the Notes, dated as of May 15, 1992, as modified on May 31, 1994 and October 1, 2002, between the Debtor and HSBC Bank USA (the "Notes Indenture").

9. Pursuant to the 2002 Plan, 11,828,571 shares of the Debtor's common stock ("Old Common Stock") were issued, which included 1,428 shares of Old Common Stock issued pursuant to a rights offering. Each share of Old Common Stock represents one voting right and the Old Common Stock does not have any pre-emptive rights. Dividends on the Old Common Stock are payable solely at the discretion of the Debtor's Board of Directors and are restricted pursuant to the terms of the Notes Indenture.

(d) Realignment of Operations

10. During the past several years, the Debtor has undergone several major restructurings of its operations and has made strategic decisions to (i) restructure, consolidate, and reduce its manufacturing costs, (ii) diversify and expand its products and services in the major geographic regions where it conducts business, (iii) package complete "end-to-end" transaction, printing fulfillment and distribution solutions, products and services to retain and grow market share, and (iv)

create strategic joint ventures and alliances with partners who provide strong technology and/or value added products that are complementary to its business. These restructurings and strategic decisions were directed at reducing the Debtor's reliance on maturing product lines which have been declining, in favor of new products and services with growth potential albeit at significantly lower gross margins.

(e) Need For Chapter 11 Relief

11. Despite its restructuring efforts, over the past two years since the consummation of the 2002 Plan, the Debtor has been unable to generate sufficient cash flow from operations to either amortize or service its Notes, which are due on January 31, 2005. This factor combined with the Debtor's limited access to capital and financial markets for the purpose of obtaining new financing or raising equity to refinance the Notes has required the Debtor to seek this current restructuring.

12. The Debtor has also been plagued by several unfavorable economic factors most notable of which are: (i) the high degree of dependence on its Brazilian operations, which operate in a highly volatile economic environment that has caused significant foreign currency exchange rate variations and thereby directly impacted cash dividends available to be repatriated to the Debtor, (ii) declining markets at ABNCo in the United States as a result of diminishing overall demand for secure paper-based documents and ABNCo's inability to find sufficient new opportunities to completely offset this decline, (iii) competitive pricing and the loss of market share in France, and (iii) the political and economic instability that has occurred in Argentina which has resulted in tight credit markets and left uncertainty as to the ongoing stability of the Debtor's Argentine operations.

(f) The Debtor's Chapter 11 Filing

13. On the date hereof (the "Petition Date"), the Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtor continues to operate its business and manage its properties as debtor in possession.

14. On the Petition Date, the Debtor also filed its Disclosure Statement with Respect to Debtor's Plan of Reorganization under Chapter 11 of the Bankruptcy Code and its Plan of Reorganization under Chapter 11 of the Bankruptcy Code. This plan was negotiated with, and agreed to by, holders of approximately 80% of the Debtor's Notes (these holders also hold a majority of the Debtor's common stock). These holders have indicated that they will vote in favor of the plan as currently drafted.

Relief Requested¹

15. The Debtor has determined that it will be necessary to engage counsel with knowledge and experience in the area of bankruptcy law. Such legal counsel will enable the Debtor to carry out its duties in this chapter 11 case and to assist in the reorganization of the Debtor's estate. The Debtor, therefore, proposes to retain and employ the national law firm of Andrews Kurth as its counsel with regard to the filing and prosecution of this chapter 11 case, and all related matters, effective as of the Petition Date.

16. Andrews Kurth has represented the Debtor for approximately 18 months. The Firm has assisted the Debtor in developing a restructuring strategy, and assisted in negotiations with certain holders of the Debtor's 10³/₈% Senior Notes due 2005 (the "Senior Notes").

17. The Debtor seeks to retain Andrews Kurth as section 327(a) counsel for this chapter 11 case because of the Firm's knowledge of the Debtor; the Firm's extensive experience and knowledge in the field of business reorganizations under chapter 11 of the Bankruptcy Code, other debt restructuring proceedings, Debtor's and creditors' rights and corporate finance; the Firm's expertise, experience and knowledge in practicing before bankruptcy courts (including this Court); and its ability to respond quickly to all issues that may arise in this chapter 11 case. In preparing for

¹ The facts and circumstances supporting this Application are set forth in the Affidavit of Patrick J. Gentile in Support of First Day Motions and Other Filings, filed contemporaneously herewith.

this case, Andrews Kurth has become familiar with the Debtor's business and affairs and many of the potential legal issues that may arise in the context of this chapter 11 case. Accordingly, the Debtor believes that Andrews Kurth is both well qualified and uniquely able to represent it in this chapter 11 case in an efficient and timely manner. If the Debtor was required to retain counsel other than Andrews Kurth in connection with the prosecution of this chapter 11 case, the Debtor, its estate, its creditors and all parties in interest would be unduly prejudiced by the time and expense necessarily required by such new attorneys to familiarize themselves with the Debtor's business, operations and capital structure.

18. The Debtor will seek to retain, in addition to Andrews Kurth, the law firm of Cooch and Taylor to serve as counsel to the Debtor in this case. Andrews Kurth represents that it will take all steps necessary to ensure that there will be no duplication of effort resulting from services rendered in this case on behalf of the Debtor by Andrews Kurth and Cooch and Taylor.

19. The services of Andrews Kurth are necessary and essential to enable the Debtor to execute faithfully its duties as debtor and debtor in possession. Subject to the control and further order of this Court, Andrews Kurth will be required to render various services to the Debtor, which may include, but shall not be limited to, the following:

- (a) To give advice to the Debtor with respect to the Debtor's powers and duties as debtor in possession in the continued operation of the Debtor's business and the management of its properties, including the negotiation and finalization of any financing agreements;
- (b) To assist the Debtor in implementing its plan of reorganization and to take necessary legal steps in order to confirm such plan, including the preparation and filing of a disclosure statement relating thereto;
- (c) To prepare and file on behalf of the Debtor, all necessary applications, motions, orders, reports, adversary proceedings and other pleadings and documents;
- (d) To appear in Court and to protect the interests of the Debtor before the Court;

- (e) To analyze claims and negotiate with creditors on behalf of the Debtor; and
- (f) To perform all other legal services for the Debtor which may be necessary in these proceedings.

20. Andrews Kurth has indicated a willingness to act on the Debtor's behalf to render the foregoing professional services.

21. To the best of the Debtor's knowledge, and except as disclosed herein and in the affidavit of Paul N. Silverstein (the "Silverstein Affidavit"), executed on January 17, 2005, filed contemporaneously herewith, the members, counsel and associates of Andrews Kurth have not represented, and do not have any connection with, the Debtor, its creditors, equity security holders and any other parties in interest; the United States Trustee; and any person employed in the Office of the United States Trustee. To the best of the Debtor's knowledge and as disclosed in the Silverstein Affidavit, Andrews Kurth does not hold or represent any interest adverse to the Debtor or its estate and is not a creditor, equity security holder or insider of the debtor. Andrews Kurth is a "disinterested person" as that phrase is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and Andrews Kurth's employment and retention is necessary and in the best interests of the Debtor and its estate.

22. Andrews Kurth previously represented the official committee of equity security holders appointed in the Debtor's First Bankruptcy. That committee was terminated under the 2002 Plan and therefore is no longer in existence and hence Andrews Kurth no longer represents that committee.

23. Andrews Kurth previously represented the Debtor in connection with litigation against The Blackstone Group, L.P. (the "Blackstone Representation"). Andrews Kurth received payment of \$95,502.03 on November 10, 2004 in connection with this representation.

24. Andrews Kurth represents Pollux Investments LLC or its affiliates, Lloyd I. Miller, Bay Harbor Partners Ltd. and Highland Capital Management L.P. and their respective affiliates which are large holders of the Debtor's Senior Notes and/or equity securities in matters unrelated to this bankruptcy case.

25. In connection with its proposed retention by the Debtor, Andrews Kurth researched its client database (the "Disclosure Procedure") to determine whether it had any relationships with the following entities:

- (a) The Debtor;
- (b) The Debtor's non-debtor affiliates;
- (c) Current officers and directors of the Debtor;
- (d) The beneficial holders of the Senior Notes to the extent known by the Debtor;
- (e) Significant holders of the Debtor's stock (those holding more than 5%);
- (f) Members of the *ad hoc* committee of Note holders;
- (g) The indenture trustee for the Senior Notes;
- (h) The counter-parties to material contracts and leases entered into by the Debtor; and
- (i) All parties in interest listed on the Debtor's schedules filed on or shortly following the date hereof.

26. A list of the names of each of the entities searched is attached as Exhibit A to the Silverstein Affidavit.

27. To the extent that this search indicated that Andrews Kurth had or has a client relationship with these entities, the identities are listed in the chart below. All of Andrews Kurth's representations with the following entities are in matters unrelated to the Debtor's chapter 11 case.

Matched Entity	Relationship to Debtor	Relationship to Andrews Kurth
American Banknote Corporation	Debtor	Client
Lloyd I. Miller & Affiliated Entities including MILFAM II, LP and MILFAM LLC	Known holder of Senior Notes; significant stock holder & <i>ad hoc</i> committee member	Client
A.G. Edwards & Sons Inc.	Known holder of Senior Notes	Client
Bay Harbour Partners Ltd. & Affiliated Entities	Known holder of Senior Notes; significant stock holder; and <i>ad hoc</i> committee member	Client
Edward D. Jones & Co.	Known holder of Senior Notes	Client
First Southwest Company	Known holder of Senior Notes	Client
Highland Capital Management L.P.	Known holder of Senior Notes & significant stock holder	Client
HSBC Holdings PLC	Known holder of Senior Notes	Client
Lehman Brothers Inc.	Known holder of Senior Notes	Client
Morgan Stanley DW Inc.	Known holder of Senior Notes	Client
Oppenheimer & Co. Inc.	Known holder of Senior Notes	Client
Piper Jaffray & Co.	Known holder of Senior Notes	Client
Prudential Securities Inc.	Known holder of Senior Notes	Client
RBC Dain Rauscher Inc.	Known holder of Senior Notes	Client
Southwest Securities Inc.	Known holder of Senior Notes	Client
Wachovia Securities LLC	Known holder of Senior Notes	Client
HSBC Bank USA	Indenture Trustee	Client
Banc of America	Listed on Debtor's Schedules	Client
Federal Insurance Company	Listed on Debtor's Schedules	Client
North River Insurance Company	Listed on Debtor's Schedules	Client

Matched Entity	Relationship to Debtor	Relationship to Andrews Kurth
Pitney Bowes	Listed on Debtor's Schedules	Client
United States Fire Insurance Co.	Listed on Debtor's Schedules	Client
Xerox Corporation	Listed on Debtor's Schedules	Client

28. The fees for the last twelve months paid to Andrews Kurth by each of the entities listed above did not exceed 1% of the annual gross revenue of Andrews Kurth.

29. Andrews Kurth will continue to apply the Disclosure Procedure as additional information concerning entities having a connection with the Debtor is developed and will file appropriate supplemental disclosure with the Court (if any).

30. As required by section 329 of the Bankruptcy Code and Fed. R. Bankr. P. 2016(b), Andrews Kurth has disclosed the following: To date, Andrews Kurth has received approximately \$338,998.47 from the Debtor for services rendered and disbursements incurred in contemplation of the filing of this chapter 11 case. Andrews Kurth has also received an advance payment retainer of approximately \$100,000.00 for its postpetition services and expenses to be rendered or incurred for, or on behalf of, the Debtor. Further, Andrews Kurth was paid \$95,502.03 by the Debtor in connection with the Blackstone Representation. Andrews Kurth has not shared or agreed to share its compensation with any other entity.

31. The Debtor understands that the Firm intends to apply to the Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules and orders of the Court. Subject to such provisions and Court orders, compensation will be payable to Andrews Kurth on an hourly basis at its customary hourly rates for bankruptcy services rendered that are in effect from time to time, plus reimbursement of actual, necessary expenses incurred by the Firm. Andrews

Kurth will charge hourly rates to the Debtor that are consistent with the rates it charges in bankruptcy and non-bankruptcy matters of this type. Subject to periodic adjustments to reflect economic and other conditions, Andrews Kurth's hourly rates are:

Partners	\$370-\$695
Of Counsel	\$180-\$400
Associates	\$220-\$630
Paralegals/Clerks	\$40-\$220

The Firm's hourly rates are set at a level designed to fairly compensate the Firm for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

32. In connection with actual, necessary expenses, the Debtor has been informed that it is the Firm's policy to charge its clients in all areas of practice for expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and telecopier tolls, mail and express mail charges, special or hand delivery charges, document processing charges, photocopying charges, travel expenses, expenses for "working meals," computerized research and transcription costs, as well as non-ordinary overhead expenses such as secretarial overtime. The Debtor has been assured that Andrews Kurth will charge the Debtor for these expenses in a manner and at rates consistent with charges made to the Firm's other clients and in accordance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules and orders of the Court.

33. No promises have been received by either the Firm or any member, counsel or associate or other employee thereof as to compensation or payment in connection with this chapter 11 case other than in accordance with the provisions of the Bankruptcy Code. Andrews Kurth has no agreement with any other entity to share with such entity any compensation received by the Firm in connection with this chapter 11 case.

Notices

34. Notice of this Motion has been given to (i) the United States Trustee and (ii) the *ad hoc* committee of Senior Note holders. In light of the nature of the relief requested, the Debtor submits that such notice is good and sufficient, and no other or further notice is necessary or required.

No Prior Request

35. No prior application for the relief requested herein has been made to this or any other Court.

WHEREFORE, the Debtor respectfully requests that the Court enter an order granting the relief requested herein, authorizing the Debtor to employ and retain Andrews Kurth as counsel for the Debtor, under a general retainer, and granting the Debtor such other and further relief as is just and proper.

Dated: January 19, 2005

AMERICAN BANKNOTE CORPORATION

By:

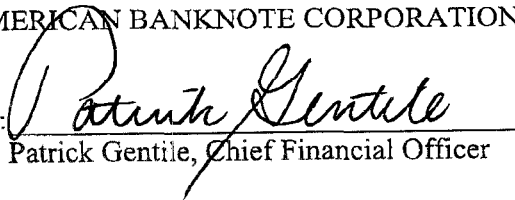

Patrick Gentile, Chief Financial Officer

Exhibit A

Debtor:

American Banknote Corporation

Non-Debtor Affiliates:

ABN CBA, Inc.

ABN Government Services, Inc.

ABN Investments, Inc.

ABN South America, Inc.

American Bank Note Company

American Bank Note Ltd.

American Banknote Australasia Holdings, Inc.

American Banknote Card Services, Inc.

American Banknote Corporation, Intl.

American Banknote Merchant Services, Inc.

CPS Technologies, S.A.

Transtex S.A.

USBC Capital Corp.

Current Officers and Directors of Debtor:

James Dondero

Patrick J. Gentile

C. Gerald Goldsmith

David M. Kober

Elaine Lazaridis

Sidney Levy

Lloyd I. Miller

Steven G. Singer

Raymond L. Steele

Steven Van Dyke

Craig Weiner

Know Beneficial Holders of Senior Notes:

A. G. Edwards & Sons Inc.

Ada B. Duly & Douglas S. Duly

Arnold E. Peterson & Vera Marie Peterson

Bay Harbour 90-1 Ltd.

Bay Harbour Partners Ltd.

Becker & Co.

Bernard Jay Ellis

Bernard S. Selber & Mildred Selber Ttees Selber Family Tr.

Carl E. Wise

Cede & Co.

Charles V. Meecke, Anna Belle Meecke, C. V. Meecke

Crowell Weedon & Co.

D Quant Fund LLC

Dail Elizabeth Miller
Denver W. Schubert
Dorothy M. Miller
Dorothy Singer Ira
Duane M. Gibson & Barbara Belle Gibson
E. Blaine Bowlin & Elizabeth M. Bowlin
Edmund J. Ensman Tr.
Edward C. Anderson & Myrle M. Anderson
Edward D. Jones & Co.
Edward J. Manak & Marie B. Manak
Edwin Goldstein & Francis Goldstein
Eldon L. Knuth & Margret I. Knuth, Knuth Family Trust
Eleanor Silverstein
Elise Henry
Erma Mae Yeagley
Ernest W. Steelman
Etka Liebowitz & Rifka Liebowitz
First Clearing Corporation
First Clearing LLC
First Southwest Company
Fiserv Securities Inc.
Floyd Burford & Sylvia T. Burford
Gary K. Wilson
George Brouzas & Mary Brouzas
Hare & Co.
Harry Humphrey Madley, Harry Madley
Harvey J. Amster
Highland Capital Management L.P.
Howard Overfield Tr
HSBC Holdings PLC
Idsisi & Co
Jack Haber & Tomiko Haber
James D. Maddalena & Eunice M. Maddalena
Jerome Yutkowitz & Marian Yutkowitz
Joan E. Briody
Joan Wright
John P. Kirkpatrick
Joseph J. Mansfield
Joseph L. Becker & Mary Ann Becker
Julia Ann Dagenais
Julie Ann Owens
Ken Mercer & Julie Mercer
Kimberley S. Miller
Larry L. Hunt & Mary Ellen Contone-Hunt
Lehman Brothers Inc.
Leroy R. Cates & Bonnie J. Cates

Leslie S. Fishler & Meredith Karen Laskow
Lettie L. Pence-Norton
Lewis L. Wright Jr., Gloria Wright
Lillian Morlee
Lindberch Gang Low & Rose Yee Low Low Family Trust
Lloyd I. Miller
Lloyd Miller
Lloyd Miller III
Lloyd I. Miller III IRA
Lloyd I. Miller III & Alexandra Miller
Lloyd I. Miller III & Catherine C. Miller
Lloyd I. Miller III & Kimberley Miller Co. Ttees UA With Lloyd I Miller III
Lloyd I. Miller III & Kimberley S. Miller
Lloyd I. Miller III & Martin G. Miller
Lloyd I. Miller III & Martin G. Miller Co. Ttees Lloyd Crider Generation
Lloyd I. Miller III Cust Lloyd IV
Lloyd I. Miller III Pension
Lloyd I. Miller III Trustee Lloyd I. Miller III Generation
Lloyd Miller Pension Plan
Louis D. Rusconi
Margaret K. Gillespie & Jack W Gillespie
Marilyn Windfeldt
Marion C. Halleck & Elizabeth Halleck
Milfam II
Milfam LLC
Morgan Stanley DW Inc.
Oppenheimer & Co. Inc.
Orlando J. Pellegrini & Gloria Eldorado & James V. Eldorado
Paul A. Schnuriger & Gertrud E. Schnuriger Ttee Schnuriger
Pershing LLC.
Piper Jaffray & Co.
Pollus Investments LLC
Pollux Investments LLC
Prudential Securities Inc.
Prudential Securities Incorporated
R. H. Gump & Edith M. Gump
Rae A. Sovel Ttee
Ralph C. Dorward
Ralph P. Belluomini & Agnes E. Belluomini
Raymond Wong & Eva Wong Jt Ten
RBC Dain Rauscher Inc.
Reba M. Ward
Roy R. Whetstone & Florence Whetstone
Sandra A. Forbis & Roger P. Forbis
Shea Gillespie
Southwest Securities Inc.

Steven Van Dyke & Ann Van Dyke
Susan Coyle Hatch
T. J. Rizzo & Ruth D Rizzo
Thomas H. Watts
Trophy Hunter Investments Ltd.
Victor M. Epport & Harriet F. Epport
Vincent M. Ring & Etheline B. Ring
Wachovia Securities LLC
William H. Simmons & Mary Jane Simmons
William L. Norton
William Lavosky & A. O. Thomas Lavosky
Yeghia T. Nercessian Anahid Nercessian Tr
Zurich Master Hedge Fund

Significant Stock Holders (those holding more than 5%):

Bay Harbour 90-1 Ltd.
Bay Harbour Partners, Ltd.
Castor Investments, LLC
D Quant Fund LLC
Dail E. Miller IRA
Dorothy Miller
Foxglove & Co.
Kimberley S. Miller Trust
Highland Capital Management, L.P.
Lloyd I. Miller
Lloyd I Miller IRA
Lloyd I. Miller Pension Plan
Milfam II, L.P.
Milfam LLC
Pollux Investments, LLC
Pollux Investments, LLC-D. Singer IRA as Nominee
Remus Holdings, LLC as nominee for Pollux Investments, LLC
Singer Childrens Mgt trust-held as nominee for Pollux Investments, LLC
Singer Childrens Mgt Trust-held as nominee for Pollux Investments, LLC-PIK
Steven Van Dyke, Ann Van Dyke
Trophy Hunter Investments, Ltd.

Ad Hoc Committee of Note Holders:

Bay Harbour 90-1 Ltd.
Bay Harbour Partners, Ltd.
Castor Investments, LLC
D Quant Fund LLC
Dail E. Miller IRA
Dorothy Miller
Kimberley S. Miller Trust
Lloyd I. Miller

Lloyd I Miller IRA
Lloyd I. Miller Pension Plan
Milfam II, L.P.
Milfam LLC
Pollux Inestments, LLC
Pollux Investments, LLC-D. Singer IRA as Nominee
Remus Holdings, LLC as nominee for Pollux Investments, LLC
Singer Childrens Mgt trust-held as nominee for Pollux Investments, LLC
Singer Childrens Mgt Trust-held as nominee for Pollux Investments, LLC-PIK
Steven Van Dyke, Ann Van Dyke
Trophy Hunter Investments, Ltd.

Indenture Trustee for Senior Notes:

HSBC Bank USA

Counter Parties to Material Contracts:

Patrick Gentile
Gerhard Hennig
Sussane Jonas
Marie Parente
Patricia Reddy
Patrick Reddy
Steven Singer
Morris Weissman
Roslyn Weitzen
Banc of America Commercial Finance Corporation
WIT Servicos Technicos de Engenharia LTDA

All Parties Listed on Debtor's Schedules:

Sheldon Cantor
Patrick J. Gentile
David M. Kober
Kent Kurkiewicz
Elaine Lazaridis
Anne Marie Lisa
Deborah M. Scarnati
Amim von Schwedler
Steven G. Singer
Craig D. Weiner
Morris Weissman
Arch Insurance Group
AT&T Wireless
Axis Financial Solutions
Banc of America
Federal Insurance Company
Globix Corporation

Great Northern Insurance Co.
Liberty Insurance Underwriters, Inc.
National Fire Insurance Co. of Pittsburgh
North River Insurance Company
Pitney Bowes
Syndicate #3030 Lloyds of London
Time Warner Cable
United States Fire Insurance Co.
Verizon
Verizon Wireless Service Contract
Westport Insurance Corp.
WIT Servicos Tecnicos de Engenharia Ltda.
Xerox Corporation