

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re</b>	)	<b>Chapter 11</b>
	)	
<b>AMERICAN BANKNOTE CORPORATION,</b>	)	<b>Case No. 05-10174 (PJW)</b>
	)	
<b>Debtor.</b>	)	<b>[Re: Docket No. 108]</b>
	)	

**AFFIDAVIT OF SERVICE RE:**

**Docket        NOTICE OF MODIFIED NEW NOTE  
No. 108**

I, Yvette Hassman, state as follows:

1.        I am over eighteen years of age and I believe the statements contained herein are true based on my personal knowledge. My business address is c/o The BMC Group, Inc., 1330 East Franklin Avenue, El Segundo, California 90245.

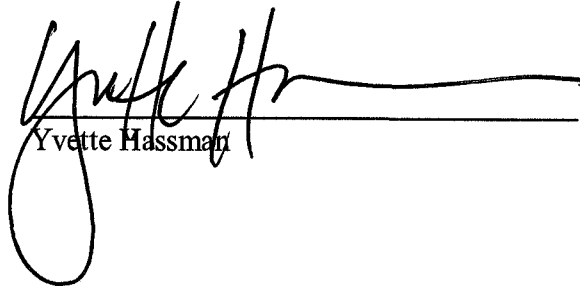
2.        On May 4, 2005, at the direction of Andrews Kurth LLP, Co-Counsel to the Debtor and Debtor-in-Possession, I caused service of the above-referenced document attached hereto as Exhibit 1 to be effected on the parties who have requested service in this case listed in Exhibit 2.

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3. Such service was effected via first-class mail and deposited with the United States Postal Service with postage thereon fully prepaid.

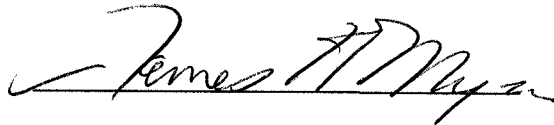
I declare under penalty of perjury that the foregoing is true and correct.

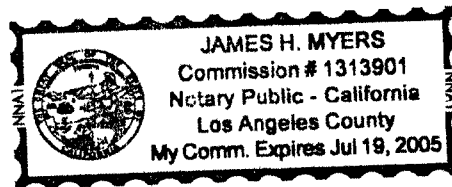
DATED: May 6, 2005  
El Segundo, California

  
Yvette Hassman

State of California            )  
  ) ss  
County of Los Angeles        )

Personally appeared before me on May 6, 2005, Yvette Hassman, an individual, known to me to be the person who executed the foregoing instrument and acknowledged the same.





**EXHIBIT 1**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**NOTICE OF MODIFIED NEW NOTE**

**TO ALL PERSONS ENTITLED TO NOTICE  
PURSUANT TO BANKRUPTCY RULE 2002:**

**PLEASE TAKE NOTICE** that prior to April 8, 2005, the Debtor modified the New Note (as that term is defined in the Debtor's Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated February 22, 2005 (the "Plan")), in accordance with the terms of the Plan. A copy of the form of the modified New Note is attached hereto.

Dated: Wilmington, Delaware  
May 4, 2005

Andrews Kurth LLP  
Paul Silverstein, Esq.  
Richard Baumfield, Esq.  
450 Lexington Avenue, 15<sup>th</sup> Floor  
New York, New York 10018  
Telephone: (212) 850-2800  
Facsimile: (212) 850-2929

-and-

Cooch and Taylor  
Adam Singer, Esq.  
Robert Mallard, Esq.  
824 Market Street Mall, 10<sup>th</sup> Floor  
Wilmington, Delaware 19801  
Telephone: (302) 652-3641  
Facsimile: (302) 652-5379

Co-Counsel for American Banknote Corporation, Debtor and Debtor-in-Possession

AMERICAN BANKNOTE CORPORATION

7% Unsecured Note  
Due April 8, 2010

No. \_\_\_\_\_

New York, NY  
April 8, 2005

This promissory note (this "Note") is issued by American Banknote Corporation (the "Company") under and pursuant to the Company's Amended Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated February 22, 2005, and is subject to the terms and conditions set forth herein.

FOR VALUE RECEIVED, the undersigned, AMERICAN BANKNOTE CORPORATION, a Delaware corporation, hereby promises to pay to \_\_\_\_\_ (the "Holder"), the principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), or so much thereof as shall not have been prepaid, on April 8, 2010 (the "Maturity Date"), with interest (computed on the basis of a 360-day year of twelve 30-day months) on the principal amount hereof from time to time outstanding and unpaid, payable as provided in the next succeeding paragraph hereof, at the rate of 7% per annum from the date of issuance hereof (being the date first above written), or the most recent date to which interest has been paid hereon, to but excluding the date on which said principal amount shall be paid in full.

The Company shall pay interest (a) on each Quarterly Date (as hereinbelow defined) until the date on which the principal of and all accrued and unpaid interest on this Note shall be paid in full, in cash, commencing on the first such Quarterly Date occurring after the date of issuance hereof, (b) on the Maturity Date, and (c) upon the payment or prepayment of any principal owing under this Note (but only on the principal amount so prepaid or paid). For purposes of this Note the term "Quarterly Date" shall mean the last day of each March, June, September and December; provided that if any such day is not a Business Day, then such Quarterly Date shall be the next succeeding Business Day and interest shall accrue by reason of such extension.

The principal of this Note may be prepaid, in whole or in part, at any time upon not less than five (5) nor more than twenty (20) days' prior written notice to the holders thereof, together with all interest then accrued and unpaid thereon (or on the portion thereof being so prepaid, as the case may be), but without premium or penalty.

All payments of principal of and interest on this Note shall be in such coin or currency of the United States of America as at the time of payment shall be legal tender for payment of public and private debts.

This Note is a general unsecured obligation of the Company.

It shall be an "Event of Default" under this Note if: (1) the Company defaults in any payment of interest on this Note when the same becomes due and payable, and such default continues for a period of thirty (30) days; (2) the Company defaults in the payment of the principal of this Note when the same becomes due and payable at its stated maturity; (3) the Company pursuant to or within the meaning of any Bankruptcy Law: (i) commences a voluntary case; (ii) consents to the entry of an order for relief against it in an involuntary case; (iii) consents to the appointment of a Custodian of it or for any substantial part of its property; (iv) makes a general assignment for the benefit of its creditors; or (v) takes any comparable action under any foreign laws relating to insolvency; or (4) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that: (i) is for relief against the Company in an involuntary case; (ii) appoints a Custodian of the Company or for any substantial part of its property; (iii) orders the winding up or liquidation of the Company; or (iv) any similar relief is granted under any foreign laws and the order or decree remains unstayed and in effect for 60 days.

The term "Bankruptcy Law" means Title 11, United States Code, or any similar Federal or state law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

If an Event of Default (other than an Event of Default specified in clauses (3) or (4) above) occurs and is continuing, the Holder by notice to the Company may declare the principal of and accrued but unpaid interest on this Note to be due and payable. Upon such a declaration, such principal and interest shall be due and payable immediately. If an Event of Default specified in clauses (3) or (4) above occurs, the principal of and interest on this Note shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Holder.

THIS NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

AMERICAN BANKNOTE CORPORATION

By: /s/ Patrick J. Gentile  
Patrick J. Gentile  
Executive Vice President and  
Chief Financial Officer

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**CERTIFICATE OF SERVICE**

I, Adam Singer, Esquire, certify that on this 4th day of May, 2005, I caused one copy of the Notice of Modified New Note to be served in the following manner upon the person listed below:

**VIA HAND DELIVERY**

David L. Buchbinder  
Office of the United States Trustee  
J. Caleb Boggs Federal Building  
844 King Street  
Suite 2207, Lockbox 35  
Wilmington, DE 19801

COOCH AND TAYLOR

Date: May 4, 2005

/s/ Adam Singer  
Adam Singer, Esquire  
824 Market Street, Suite 1000  
P. O. Box 1680  
Wilmington, DE 19899-1680

## **EXHIBIT 2**



# Notice of Modified New Note for American Banknote Corporation

Total number of parties: 28

Preferred Mode of Service: US Mail (1st Class)

## Exhibit 2 - ABN Mailing

### Svc Lst Name and Address of Served Party

Svc Lst	Name and Address of Served Party
13851	AMERICAN EXPRESS TRAVEL RELATED SVCS, BECKET & LEE LLP, GILBERT B. WEISMAN, 500 CHESTERFIELD PKWY, PO BOX 3001, MALVERN, PA 19355-0701
13851	BAY HARBOUR 90-1 LTD ETAL, BAY HARBOUR 90-1 LTD, 885 3RD AVE, 34TH FL, NEW YORK, NY 10022-4834
13851	BAY HARBOUR PARTNERS , LTD, 885 3RD AVE, 34TH FL, NEW YORK, NY 10022-4834
13851	BMC GROUP, MYRTLE JOHN, 1330 E FRANKLIN AVE, EL SEGUNDO, CA 90245
13851	BMC GROUP, TINAMARIE FEIL, 1330 E FRANKLIN AVE, EL SEGUNDO, CA 90245
13851	BRICE, VANDER LINDEN & WERNICK P.C, HILARY B. BONIAL, F# 7224-N-9014, PO BOX 829009, DALLAS, TX 75382-9009
13851	CASTOR INVESTEMENTS L L C, ROMULUS HOLDINGS INC, 560 SYLVAN AVE, ENGLEWOOD CLIFFS, NJ 07632-3119
13851	COMMONWEALTH OF MASSACHUSETTS, DEPT OF REVENUE, ANNE CHAN, LITIGATION BUREAU BANKRUPTCY UNIT, BOX 9564, BOSTON, MA 02114-9564
13851	D QUANT FUND LLC, 108 S MADISON AVE, LOUISVILLE, KY 40243-1473
13851	DAVID RETTER , ESQ, 101 PARK AVE, NEW YORK, NY 10178-0002
13851	HIGHLAND CAPITAL MANAGEMENT, 13455 NOEL RD, DALLAS, TX 75240-6620
13851	HSBC BANK USA, KELLEY DRYE & WARREN LLP, DAVID E RETTER / DEBRA SUDOCK, 101 PARK AVENUE, NEW YORK, NY 10178
13851	KELLEY DRYE & WARREN LLP, 101 PARK AVE, NEW YORK, NY 10178-0002
13851	KIMBERLEY S MILLER TRUST, 4550 GORDON DR, NAPLES, FL 34102-7914
13851	L MILLER/PENSION PLAN/IRA, MILLER, LLOYD I, LLOYD I MILLER, 4550 GORDON DR, NAPLES, FL 34102-7914
13851	LEROY R CATES, 6537 VISPERA PL, CARLSBAD, CA 92009
13851	MACIEL NORMAN & ASOCIADOS, PABLO DHERS MARTIN, SAN MARTIN 323, PISO 19 (C1004AAG)-CAP FED, BUENOS AIRES, ARGENTINA
13851	MILFAM II , L P, 4550 GORDON DR, NAPLES, FL 34102-7914
13851	MILFAM LLC, 4550 GORDON DR, NAPLES, FL 34102-7914
13851	MILLER, DAIL E, 4550 GORDON DR, NAPLES, FL 34102-7914
13851	MILLER, DOROTHY, 4550 GORDON DR, NAPLES, FL 34102-7914
13851	OFFICE OF THE UNITED STATES TRUSTEE, UST, DAVID L BUCHBINDER, ESQ, 844 N KING ST STE 2207, WILMINGTON, DE 19801-3519
13851	POLLUX INVESTMENTS LLC, ROMULUS HOLDINGS INC, 560 SYLVAN AVE, ENGLEWOOD CLIFFS, NJ 07632-3119
13851	REMUS HOLDINGS LLC, ROMULUS HOLDINGS INC, 560 SYLVAN AVE, ENGLEWOOD CLIFFS, NJ 07632-3119
13851	SINGER CHILDREN'S MANAGEMENT TRUST, ROMULUS HOLDINGS INC, 560 SYLVAN AVE, ENGLEWOOD CLIFFS, NJ 07632-3119
13851	TENNESSEE DEPT OF REVENUE, TENNESSEE DEPT OF REVENUE, C/O TN ATTORNEY GEN OFFICE, BANKRUPTCY DIVISION, PO BOX 20207, NASHVILLE, TN 37202-0207
13851	TROPHY HUNTER INVESTEMENTS , LTD, 885 3RD AVE, 34TH FL, NEW YORK, NY 10022-4834
13851	VAN DYKE, STEVEN & ANN, 885 3RD AVE 34TH FL, NEW YORK, NY 10022-4834

Subtotal for this group: 28