

EXHIBIT D
TO
DEBTOR'S AMENDED PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

FORM OF NEW NOTE

AMERICAN BANKNOTE CORPORATION

7% Unsecured Note
Due _____, 2009

No. _____

New York, NY
_____, 2005

This promissory note (this "Note") is one of a series of notes originally issued by American Banknote Corporation (the "Company") under and pursuant to the Company's Chapter 11 Plan of Reorganization, dated January 18, 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 _____, 2009 (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; or (iii) orders the winding up or liquidation of the Company; (iv) or 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 _____
Its: