

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

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CANTOR CONSULTING AGREEMENT

## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_, 2005 between American Banknote Corporation, a corporation organized under the laws of the State of Delaware with its principal office in Englewood Cliffs, New Jersey (“ABN” or “Company”), and Sheldon Cantor (“Cantor” or “Consultant”).

WHEREAS, the Company desires to secure the consulting services and expertise of Consultant in rendering advice on accounting, tax, employee benefits, insurance and other matters, and Consultant desires to perform such services for the Company, on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, the terms and conditions of this Agreement shall be as follows:

1. ADDENDUM. As used herein, “Addendum” shall refer to the addendum which is attached to this Agreement and incorporated in its entirety by reference herein such as to become a part of this Agreement.
2. PROJECT. Consultant shall perform consulting services and otherwise provide his expertise as may be required from time to time, as discussed above, on the project or projects which are described in the Addendum (such projects(s) shall hereinafter be referred to individually and collectively as “Project”).
3. TERM. This Agreement shall expire at the end of the term described in the Addendum.
4. PAYMENT. Consultant shall be paid by the Company in the amounts and at the times described in the Addendum.
5. CONTROL AND SUPERVISION. Other than defining the Project, setting deadlines for completion of aspects of the Project, establishing cost restrictions and other similar items, the Company shall not have the right or power to direct, control, or supervise Consultant

in any respect, including, but not limited to (1) the manner in which Consultant performs or accomplishes the Project; (2) the details of when, where and how Consultant's work on the Project is to be performed or accomplished; (3) the order or sequence in which tasks must be performed in order to complete the Project; or (4) requiring Consultant to comply with instructions from the Company concerning the above.

6. HOURS OF WORK. Consultant shall have the right and power to set his own hours of work; provided, however, the Company shall have the right and power to designate the deadline as to when the Project is to be completed. Consultant shall not be required to devote all of his working time to the Project or to be on call with regard to the Project.

7. LOCATION. Consultant shall not be required to perform work on the Project on the premises of the Company if he determines that such work can be satisfactorily performed elsewhere. Furthermore, Consultant shall not be restricted by the Company, in any manner or degree, from seeking work from entities other than the Company or from performing work for other entities at the same time that he is working on the Project.

8. REPORTS. The Company shall not have the right or power to require Consultant to account to the Company for his time or actions; therefore, the Company cannot require Consultant to present, for its review, oral or written reports regarding his time or actions.

9. BUSINESS EXPENSES. Consultant shall be reimbursed by the Company for any business, traveling and other expenses ("Business Expenses") which he incurs incident to performing work on the Project. Consultant must provide Company with documentation of the Business Expense incurred in order to receive any reimbursement of such expense.

10. MATERIALS. Consultant shall be responsible for furnishing all technical and professional guides, tools, materials, and other items which he deems useful or necessary, in his sole discretion, incident to performing work on the Project.

11. TERMINATION. Either party to this Agreement shall have the right to terminate this Agreement, for any reason whatsoever, upon seven (7) days' written notice to the other party. In the event of termination of this Agreement by the Company, for any reason, prior to the expiration of the term provided herein, Consultant shall be entitled to payment of all unpaid amounts specified in the Addendum. In the event of termination of this Agreement by Consultant, for any reason, except for the death of the Consultant, prior to the deadline or expiration of the term provided herein, Consultant shall not be entitled to payment of any amounts that have not yet become due and payable as provided in the Addendum. Any termination under this Paragraph shall not be deemed to be a waiver by either party of any rights or remedies otherwise available to either party at law, in equity, or otherwise.

12. CONFIDENTIAL INFORMATION. Any information acquired by Consultant during the performance of this Agreement, or otherwise, of the sort to be provided pursuant to the terms of this Agreement shall be regarded as confidential and solely for the benefit of the Company. Consultant shall not use such information himself or disclose such information to anyone else, directly or indirectly, either during the term of this Agreement or at any time thereafter. All documents prepared by Consultant and confidential information given to Consultant or otherwise obtained by him during the course of performance on the Project shall be the exclusive property of the Company.

13. OWNERSHIP OF WORK PRODUCT. Any and all work-product, tangible or intangible, which Consultant designs, manufactures, creates or otherwise produces during the course of performance on the Project shall be the sole property of the Company.

14. RETURN OF PROPERTY. Upon termination of this Agreement, regardless of how termination may be effected, or whenever requested by the Company, Consultant shall immediately turn over to the Company any and all of the Company's property, including any

items used or produced by Consultant as the result of performance of services on the Project or otherwise, that may be in Consultant's possession or under his control.

15. INDEPENDENT CONTRACTOR. Consultant is an independent Contractor (and not an employee of the Company) and this Agreement shall be construed consistent with such status. Accordingly, but not by way of limitation, Consultant shall have no right or power (express or implied) to act as an agent on behalf of the Company or to bind the Company to any contract, agreement or other obligation of any kind. Furthermore, the Company shall not be liable, in any respect whatsoever, for any debts, liabilities, expenses, losses or damages of any kind incurred by Contractor or otherwise attributable to him, or for any actions taken by Contractor as the result of performance of services on the Project or otherwise.

16. INDEMNITY. Consultant shall indemnify and hold the Company harmless for that percentage of any loss or damage to persons or property which arises out of the performance of this Agreement and is caused by the negligence or carelessness of Consultant or his assistant(s).

17. GENDER. Whenever the context requires, words of the masculine gender used herein shall include the feminine, and words used in the singular shall include the plural.

18. GOVERNING LAW. This Agreement is made and entered into in the State of New York, and the laws of New York shall govern its validity, interpretation, and the performance by the parties of their respective duties and obligations hereunder.

19. ENTIRE AGREEMENT. This Agreement supersedes all prior agreements between the parties concerning the subject matter hereof, if any; furthermore, this Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement may be modified only with a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the

parties not set forth herein and this Agreement has not been executed in reliance upon any representation or promise except those contained herein. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach.

20. SECTION HEADINGS. Section and other headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

21. SAVINGS CLAUSE. Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination and, otherwise, this Agreement shall continue in full force and effect.

22. EXECUTION. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, American Banknote Corporation and Sheldon Cantor have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_ 2005.

AMERICAN BANKNOTE CORPORATION

By \_\_\_\_\_

Title: \_\_\_\_\_

SHELDON CANTOR

By \_\_\_\_\_

Title: Consultant

ADDENDUM

This Addendum is made and entered into as of \_\_\_\_\_ 2005, and incorporated in its entirety into the instrument styled "Consulting Agreement" made and entered into as of \_\_\_\_\_ 2005, between American Banknote Corporation, a corporation organized under the laws of the State of Delaware with its principal offices in Englewood Cliffs, New Jersey ("Company") and Sheldon Cantor ("Consultant").

A. Description of Project. Consultant is to provide general consulting services regarding corporate, accounting, tax, employee benefits and insurance issues as requested by the Company during the Term of the Project.

B. Term of Project. The Term of the Project shall be five (5) years, beginning on \_\_\_\_\_, 2005, and ending on \_\_\_\_\_, 2010.

C. Payment. The fees to be paid to Consultant hereunder shall be \$125,000, payable in five (5) equal annual installments of \$25,000, with the first such installment being due on \_\_\_\_\_, 2005, and each remaining installment being payable on each of the four (4) succeeding anniversaries of such date through 2009; provided, however, that if, as specified in the Consulting Agreement, the Consulting Agreement is terminated by the Company for any reason or by the death of the Consultant before the expiration of the Term of the Project, all of the then-unpaid installments shall be accelerated and shall be due and payable to Consultant, or to his estate upon proof of Consultant's death, forty-five (45) days after Consultant's termination or death; and provided further, that if, as specified in the Consulting Agreement, the Consulting Agreement is terminated by the Consultant for any reason (other than by reason of Consultant's death) before the Term of the Project, all of the then-unpaid installments shall be cancelled and shall not thereafter be payable to Consultant by Company.

D. Causes of Action. Notwithstanding anything in the Company's Amended Plan of

Reorganization Under Chapter 11 of the Bankruptcy Code dated \_\_\_\_, filed with the United States Bankruptcy Court for the District of Delaware (Case No. 05-10174 (PJW)) on \_\_\_\_, 2005 (the “Plan”), Consultant shall be entitled to commence any cause of action he held prior to the Petition Date of January 19, 2005 against the Company, provided however, that Consultant agrees to limit recovery for such causes of action, if any, to any available insurance proceeds under which the Company may be insured or a beneficiary, if applicable, and waive any and all rights to seek recovery from the Company’s assets. To the extent the Company is required to incur any legal or other costs associated with any cause of action or other claim asserted by Consultant, upon two (2) days written notice from Company, Consultant shall cease the prosecution of any such claim or cause of action.

E. Other Terms and Provisions. During the life of the Consultant and his spouse, both Consultant and his spouse shall receive the medical benefits set forth in paragraph 47 (the “Rabbi Trust Settlement”) of the Findings of Fact and Conclusions of Law Relating to, and Order Under 11 U.S.C. § 1129(a) and (b) Confirming, the Third Amended Reorganization Plan of American Banknote Corporation Under Chapter 11 of the Bankruptcy Code entered on November 3, 2000 by the Honorable Prudence Carter Beatty in the United States Bankruptcy Court for the Southern District of New York (Case No. 99 B 11577 (PCB)) (the “Confirmation Order”) as if he was a Participant as defined in the Confirmation Order, provided however, that paragraph D of the Rabbi Trust Settlement shall not apply to Consultant. Consultant shall comply with all provisions of the Rabbi Trust Settlement set forth in the Confirmation Order and Company shall be liable to Consultant to the same extent as the other Participants.



IN WITNESS WHEREOF, Reorganized American Banknote Corporation and Sheldon Cantor have caused this Addendum to be executed this \_\_\_ day of \_\_\_\_\_ 2005, and incorporated in its entirety into the Consulting Agreement between such parties.

AMERICAN BANKNOTE CORPORATION

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

SHELDON CANTOR

By \_\_\_\_\_  
Title: Consultant  
Printed Name: Sheldon Cantor