

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) November 23, 2004

ALBANY INTERNATIONAL CORP.

(Exact name of registrant as specified in its charter)

Delaware

0-16214

14-0462060

(State or other jurisdiction
of incorporation)

(Commission
File Number)

(I.R.S. Employer
Identification No.)

1373 Broadway, Albany, New York

12204

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code (518) 445-2200

None

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13a-4(c))

Item 1.01. Entry into a Material Definitive Agreement

On November 23, 2004, Albany International Corp. (the "Company") amended the Receivables Sale Agreement (the "Agreement") among Albany International Receivables Corporation, Albany International Corp., ABN AMRO Bank N.V., as agent for the Purchaser, the committed purchasers party thereto and Amsterdam Funding Corporation, a Delaware corporation. The purpose of the amendment was to extend the "Liquidity Termination Date" from November 23, 2004 to September 23, 2005. (The Agreement has been previously filed as Exhibit 10(j)(i).) A copy of this amendment is furnished as Exhibit 99.1 to this report.

The parties to the agreement also changed the title of the prior amendment to the Receivables Sale Agreement, which extended the "Liquidity Termination Date" from September 24, 2004 to November 23, 2004, from the "Fourth" to the "Fifth" amendment. A copy of this amendment is furnished as Exhibit 99.2 to this report.

Albany International Receivables Corporation is a "Qualified Special Purpose Entity" under Financial Accounting Standards Board No. 140 and is a wholly owned subsidiary of Albany International Corp. ABN AMRO Bank N.V. is a lender under the Company's primary revolving credit facility and may provide other banking and financial services to the Company from time to time.

Signature

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 hereunto duly authorized.

ALBANY INTERNATIONAL CORP.

By: /s/ Michael C. Nahl

Name: Michael C. Nahl
Title: Senior Vice President and
Chief Financial Officer
(Principal Financial Officer)

Date: November 30, 2004

EXHIBIT INDEX

Exhibit No. -----	Description -----
99.1	Sixth Amendment (dated November 23, 2004) to Receivables Sale Agreement, dated as of September 28, 2001, among the Registrant as the Collection Agent, Albany International Receivables Corporation as the Seller, ABN AMRO Bank of N.V., as the Agent the Committed Purchasers party thereto, and Amsterdam Funding Corporation.
99.2	Fifth Amendment (dated September 24, 2004) to Receivables Sale Agreement

SIXTH AMENDMENT
DATED AS OF NOVEMBER 23, 2004
TO RECEIVABLES SALE AGREEMENT
DATED AS OF SEPTEMBER 28, 2002

THIS SIXTH AMENDMENT (the "Amendment"), dated as of November 23, 2004, is entered into among Albany International Receivables Corporation (the "Seller"), Albany International Corp. (the "Initial Collection Agent," and, together with any successor thereto, the "Collection Agent"), , ABN AMRO Bank N.V., as agent for the Purchaser (the "Agent"), the committed purchasers party thereto (the "Committed Purchasers") and Amsterdam Funding Corporation, a Delaware corporation ("Amsterdam");

WITNESSETH:

WHEREAS, the Seller, Collection Agent, Agent, Committed Purchasers and Amsterdam have heretofore executed and delivered a Receivables Sale Agreement, dated as of September 28, 2001 (as amended, supplemented or otherwise modified through the date hereof, the "Sale Agreement"),

WHEREAS, the parties hereto desire to amend the Sale Agreement as provided herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the Sale Agreement shall be and is hereby amended as follows:

Section 1. The defined term "Liquidity Termination Date" appearing in Schedule I to the Sale Agreement is hereby amended by deleting the date "November 23, 2004" appearing in clause (d) thereof and inserting in its place the date "September 23, 2005".

Section 2. This Amendment shall become effective on the date the Agent has received (i) counterparts hereof executed by the Seller, Collection Agent, each Purchaser, Amsterdam and the Agent and (ii) the acknowledgment and consent in the form set forth below duly executed and delivered by the Parent.

Section 3. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

Section 4. Except as specifically provided above, the Sale Agreement and the other Transaction Documents shall remain in full force and effect and are hereby ratified and confirmed in all respects. The execution, delivery, and effectiveness of this Amendment shall not operate as a waiver of any right, power, or remedy of any Agent or any Purchaser under the

Sale Agreement or any of the other Transaction Documents, nor constitute a waiver or modification of any provision of any of the other Transaction Documents. All defined terms used herein and not defined herein shall have the same meaning herein as in the Sale Agreement.

The Seller agrees to pay on demand all costs and expenses (including reasonable fees and expenses of counsel) of or incurred by the Agent and each Purchaser Agent in connection with the negotiation, preparation, execution and delivery of this Amendment.

Section 5. This Amendment and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

ABN AMRO BANK N.V., as the Agent,
as the Committed Purchaser

By: /s/ Bernard Koh
Title: Senior Vice President

By: /s/ Kevin J. Hayes
Title: Director

AMSTERDAM FUNDING CORPORATION

By: /s/ Bernard J. Angelo
Title: Vice President

ALBANY INTERNATIONAL RECEIVABLES
CORPORATION, as Seller

By: /s/ Charles J. Silva, Jr.
Title: VP and Secretary

ALBANY INTERNATIONAL CORP., as
Initial Collection Agent

By: /s/ Charles J. Silva, Jr.
Title: VP and General Counsel

GUARANTOR'S ACKNOWLEDGMENT AND CONSENT

The undersigned, Albany International Corp., has heretofore executed and delivered the Limited Guaranty dated as of September 28, 2001 (the "Guaranty") and hereby consents to the Amendment to the Sale Agreement as set forth above and confirms that the Guaranty and all of the undersigned's obligations thereunder remain in full force and effect. The undersigned further agrees that the consent of the undersigned to any further amendments to the Sale Agreement shall not be required as a result of this consent having been obtained, except to the extent, if any, required by the Guaranty referred to above.

ALBANY INTERNATIONAL CORP.

By: /s/ Charles J. Silva, Jr.
Title: VP and General Counsel

FIFTH AMENDMENT
DATED AS OF SEPTEMBER 24, 2004
TO RECEIVABLES SALE AGREEMENT
DATED AS OF SEPTEMBER 28, 2002

THIS FIFTH AMENDMENT (the "Amendment"), dated as of September 24, 2004, is entered into among Albany International Receivables Corporation (the "Seller"), Albany International Corp. (the "Initial Collection Agent," and, together with any successor thereto, the "Collection Agent"), , ABN AMRO Bank N.V., as agent for the Purchaser (the "Agent"), the committed purchasers party thereto (the "Committed Purchasers") and Amsterdam Funding Corporation, a Delaware corporation ("Amsterdam");

WITNESSETH:

WHEREAS, the Seller, Collection Agent, Agent , Committed Purchasers and Amsterdam have heretofore executed and delivered a Receivables Sale Agreement, dated as of September 28, 2001 (as amended, supplemented or otherwise modified through the date hereof, the "Sale Agreement"),

WHEREAS, the parties hereto desire to amend the Sale Agreement as provided herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree that the Sale Agreement shall be and is hereby amended as follows:

Section 1. The defined term "Liquidity Termination Date" appearing in Schedule I to the Sale Agreement is hereby amended by deleting the date "September 24, 2004" appearing in clause (d) thereof and inserting in its place the date "November 23, 2004".

Section 2. This Amendment shall become effective on the date the Agent has received (i) counterparts hereof executed by the Seller, Collection Agent, each Purchaser, Amsterdam and the Agent and (ii) the acknowledgment and consent in the form set forth below duly executed and delivered by the Parent.

Section 3. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

Section 4. Except as specifically provided above, the Sale Agreement and the other Transaction Documents shall remain in full force and effect and are hereby ratified and confirmed in all respects. The execution, delivery, and effectiveness of this Amendment shall

not operate as a waiver of any right, power, or remedy of any Agent or any Purchaser under the Sale Agreement or any of the other Transaction Documents, nor constitute a waiver or modification of any provision of any of the other Transaction Documents. All defined terms used herein and not defined herein shall have the same meaning herein as in the Sale Agreement.

The Seller agrees to pay on demand all costs and expenses (including reasonable fees and expenses of counsel) of or incurred by the Agent and each Purchaser Agent in connection with the negotiation, preparation, execution and delivery of this Amendment.

Section 5. This Amendment and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

ABN AMRO BANK N.V., as the Agent, as the
Committed Purchaser

By: /s/ Bernard Koh
Title: Senior Vice President

By: /s/ Kevin G. Pilz
Title: Vice President

AMSTERDAM FUNDING CORPORATION

By: /s/ Bernard J. Angelo
Title: Vice President

ALBANY INTERNATIONAL RECEIVABLES
CORPORATION, as Seller

By: /s/ Charles J. Silva, Jr.
Title: Vice President

ALBANY INTERNATIONAL CORP., as Initial
Collection Agent

By: /s/ David C. Michaels
Title: VP Treasury & Tax

GUARANTOR'S ACKNOWLEDGMENT AND CONSENT

The undersigned, Albany International Corp., has heretofore executed and delivered the Limited Guaranty dated as of September 28, 2001 (the "Guaranty") and hereby consents to the Amendment to the Sale Agreement as set forth above and confirms that the Guaranty and all of the undersigned's obligations thereunder remain in full force and effect. The undersigned further agrees that the consent of the undersigned to any further amendments to the Sale Agreement shall not be required as a result of this consent having been obtained, except to the extent, if any, required by the Guaranty referred to above.

ALBANY INTERNATIONAL CORP.

By: /s/ David C. Michaels
Title: VP Treasury & Tax