

U.S. SECURITIES AND EXCHANGE  
COMMISSION  
Washington, D.C. 20549

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FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report: April 27, 2007  
(Date of earliest event reported)

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  
(518) 445-2200

(Address and telephone number of the registrant's principal executive offices)

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(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))

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Item 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Item 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION

On April 27, 2007, Albany International Corp. ("the Registrant"), and certain subsidiaries, executed the Second Amendment (the "Second Amendment Prudential Agreement") with The Prudential Insurance Company of America, and other affiliated purchasers, amending the Note Agreement and Guaranty, dated as of October 25, 2005 (the "Note Agreement"). The Second Amendment Prudential Agreement increases the ability of the Registrant to pay dividends and make other restricted payments under certain circumstances.

A copy of the Second Amendment Prudential Agreement is furnished as an Exhibit to this report. A copy of the Note Agreement was previously filed as an exhibit to the Company's Current Report on Form 8-K filed October 26, 2005. A copy of the First Amendment to the Note Agreement was previously filed as an exhibit to the Company's Current Report on Form 8-K filed November 17, 2006.

Also on April 27, 2007, the Registrant entered into a Second Amendment (the "Second Amendment Revolver Agreement") with JPMorgan Chase Bank, N.A., As Administrative Agent and JPMorgan Europe Limited, as London Agent, amending the Five-year Revolving Credit Agreement dated as of April 16, 2006 (the "Revolver Agreement") with JPMorgan Chase Bank, N.A., As Administrative Agent, J.P. Morgan Europe Limited, as London Agent, Bank of America, N.A., Bank of Tokyo Mitsubishi UFJ Trust Company, Wachovia Bank, N.A., Sumitomo Mitsui Banking Corporation, Citizens Bank of Massachusetts, ABN AMRO Bank N.V., HSBC Bank USA, N.A., Nordea Bank Finland PLC, Manufacturers and Traders Trust Company, TD Northbank, N.A. and First Niagara Bank. The Second Amendment Revolver Agreement also provides

the Registrant with greater flexibility under certain restrictive covenants, including, without limitation, those relating to acquisitions, dividends and other restricted payments, and certain prepayment events.

A copy of the Second Amendment Revolver Agreement is furnished as an Exhibit to this report. A copy of the Revolver Agreement was previously filed as an exhibit to the Company's Current Report on Form 8-K filed April 20, 2006. A copy of the First Amendment to the Revolver Agreement was previously filed as an exhibit to the Company's Current Report on Form 8-K filed August 30, 2006.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibit is being furnished herewith:

10(k)(v) Second Amendment, dated as of April 27, 2007, to Note Agreement and Guaranty.

10(k)(vi) Second Amendment, dated as of April 27, 2007, to five-Year Revolving Credit Agreement.

## 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: Executive Vice President and  
Chief Financial Officer

Date: May 3, 2007

## Index to Exhibits

Exhibit No. -----	Description -----
10(k)(v)	Second Amendment, dated as of April 27, 2007, to Note Agreement and Guaranty
10(k)(vi)	Second Amendment, dated as of April 27, 2007, to five-Year Revolving Credit Agreement

## Exhibit 10(k)(v)

SECOND AMENDMENT, dated as of April 27, 2007 (this "Amendment"), to the Note Agreement and Guaranty, dated as of October 25, 2005 (as the same may be further amended, supplemented, waived or otherwise modified from time to time, the "Note Agreement"), among ALBANY INTERNATIONAL CORP., a Delaware corporation (the "Company"), the Guarantors (as defined in the Note Agreement), and The Prudential Insurance Company of America ("Prudential") and the several Purchasers (as defined in the Note Agreement) (together with Prudential, individually, a "Purchaser," " and collectively, "Purchasers").

## W I T N E S S E T H:

WHEREAS, the Company and Guarantors party thereto and the Purchasers party thereto have executed and delivered the Note Agreement; and

WHEREAS, the Company has requested the amendment of certain provisions of the Note Agreement, and the Purchasers have indicated willingness to agree to such amendments subject to certain limitations and conditions, as provided for herein;

NOW THEREFORE, in consideration of the premises, the mutual covenants and the agreements hereinafter set forth and other good and valuable consideration, the parties hereto hereby agree that on the Amendment Effective Date, as defined herein, the Note Agreement will be amended as follows:

1. Definitions. Unless otherwise defined herein, terms defined in the Note Agreement are used herein as therein defined.

2. Amendment to Section 6E of the Note Agreement (Restricted Payments). Section 6E of the Note Agreement is hereby amended, as of the Amendment Effective Date, by deleting after the words "does not exceed" the number "2.50" and inserting in lieu thereof the number "3.00".

3. Representations and Warranties. The Company and each other Guarantor hereby:

(a) other than such representations expressly given as of a specific date, repeats (and confirms as true and correct) as of the Amendment Effective Date to the Purchasers that each of the representations and warranties made by the Company and each other Guarantor pursuant to the Note Agreement and are hereby incorporated herein (as though set forth herein) in their entirety; and

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(b) further represent and warrant as of the Amendment Effective Date that:

(i) No Default. No Default or Event of Default shall have occurred and be continuing on such date after giving effect to this Amendment;

(ii) Power and Authority. Each such Person has the corporate or equivalent power to execute and deliver this Amendment, and to perform the provisions hereof, and this Amendment has been duly authorized by all necessary corporate or equivalent action on the part of each such Person;

(iii) Due Execution. This Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be limited (x) by general principles of equity and conflicts of laws or (y) by bankruptcy, reorganization, insolvency, moratorium or other laws of general application relating to or affecting the enforcement, of creditors' rights;

(iv) No Consent's Required. No consent, approval, authorization or order of, or filing, registration or qualification with, any court or Governmental Authority or third party is required in connection with the execution, delivery or performance by such Person of this Amendment;

(v) Acknowledgement of Obligation; Waiver of Claims. It has no defenses, offsets or counterclaims against any of its obligations under or in respect to the Note Agreement, the Notes or the AI Guaranty Agreement and that all amounts outstanding under and in respect to the Notes and the Note Agreement are owing to holders of the Notes without defense, offset or counterclaim; and

(vi) Revolving Credit Agreement. Other than (A) that certain restatement dated as of April 14, 2006, (B) the First Amendment dated as of

August 28, 2006, and (C) the Second Amendment dated as of April 27, 2007, there have been no amendments to the Revolving Credit Agreement.

4. Acknowledgements and Consent of Guarantors. Each Guarantor hereby acknowledges that it has reviewed the terms and provisions of the Note Agreement, the Notes, the AI Guaranty Agreement and this Amendment and consents to the amendment to Note Agreement effected pursuant to this Amendment. Each Guarantor confirms that they will continue to guarantee the obligations to the fullest extent in accordance with the AI Guaranty Agreement and acknowledges and agrees that: (a) the AI Guaranty Agreement shall continue in full force and effect and that its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment; and (b)(i) notwithstanding, the conditions to effectiveness hereof, such Guarantor is not required by the terms of the Note Agreement, the Notes or the AI Guaranty Agreement to consent to the amendments to the Note Agreement effected pursuant to this Amendment; and (ii) nothing in Note

Agreement, the Notes or AI Guaranty Agreement shall be deemed to require the consent of any such Guarantor to any future amendments to the Note Agreement.

5. Conditions Precedent. This Amendment shall become effective as of April 27, 2007 provided the conditions precedent set forth below shall have been fulfilled (the "Amendment Effective Date") and shall constitute a Transaction Document:

the Purchasers shall have received counterparts of this Amendment, executed and delivered by a duly authorized officer of each of the parties hereto;

the Purchasers shall have received such additional documents or certificates with respect to legal matters or corporate or other proceeding related to the transactions contemplated hereby as may be reasonable requested by the Purchasers on or prior to April 26, 2007;

the representations and warranties contained in Section 10 above shall be true and correct in all material respects on and as of the Amendment Effective Date, as if made on and as of the Amendment Effective Date and there shall exist on the Amendment Effective Date no Event of Default or Default; and

(d) the Company and each other Guarantor shall have made all requests, filings and registrations with, and obtained all consents and approvals from, the relevant national, state, local or foreign jurisdiction(s), or any administrative, legal or regulatory body or agency thereof, that are necessary for the Company and each other Guarantor in connection with this Amendment and any and all other documents relating hereto.

6. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

7. No Other Amendments; Confirmation. Except as expressly amended, modified and supplemented hereby, the terms, provisions and conditions of the Note Agreement, the Notes, the AI Guaranty Agreement and the agreements and instruments relating thereto are and shall remain unchanged and in full force and effect and are hereby ratified and confirmed in all respects.

8. Headings. The headings of sections of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.

9. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto, each of which counterparts when so executed shall be an original, but all counterparts taken together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]



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

ALBANY INTERNATIONAL CORP.

By: /s/ Christopher J. Connally  
Name: Christopher J. Connally  
Title: Corporate Treasurer

ALBANY INTERNATIONAL HOLDINGS TWO, INC., as a  
Guarantor

By: /s/ Christopher J. Connally  
Name: Christopher J. Connally  
Title: VP, Assistant Secretary

ALBANY INTERNATIONAL TECHNIWEAVE, INC., as a  
Guarantor

By: /s/ Christopher J. Connally  
Name: Christopher J. Connally  
Title: Treasurer, Assistant Secretary

ALBANY INTERNATIONAL RESEARCH CO., as a Guarantor

By: /s/ Charles J. Silva, Jr.  
Name: Charles J. Silva, Jr.  
Title: VP, Assistant Treasurer

GESCHMAY CORP., as a Guarantor

By: /s/ Christopher J. Connally  
Name: Christopher J. Connally  
Title: VP, Assistant Secretary

BRANDON DRYING FABRICS, INC., as a Guarantor

By: /s/ Christopher J. Connally  
Name: Christopher J. Connally  
Title: VP, Assistant Secretary

GESCHMAY WET FELTS, INC., as a Guarantor

By: /s/ Christopher J. Connally  
Name: Christopher J. Connally  
Title: VP, Assistant Secretary

GESCHMAY FORMING FABRICS CORP., as a Guarantor

By: /s/ Christopher J. Connally  
Name: Christopher J. Connally  
Title: VP, Assistant Secretary

The foregoing Amendment is hereby  
accepted as of the date first above written.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: /s/ Paul L. Meiring  
Name: Paul L. Meiring  
Title: Vice President

## THE PRUDENTIAL LIFE INSURANCE COMPANY, LTD.

By: Prudential Investment Management (Japan), Inc., as  
Investment Manager  
By: Prudential Investment Management, Inc., as  
Sub-Adviser

By: /s/ Paul L. Meiring  
Name: Paul L. Meiring  
Title: Vice President

## GIBRALTAR LIFE INSURANCE CO. LTD.,

By: Prudential Investment Management (Japan), Inc., as  
Investment Manager  
By: Prudential Investment Management, Inc., as  
Sub-Adviser

By: /s/ Paul L. Meiring  
Name: Paul L. Meiring  
Title: Vice President

## SECURITY BENEFIT LIFE INSURANCE COMPANY, INC.

By: Prudential Private Placement Investors, L.P. (as  
Investment Advisor)  
By: Prudential Private Placement Investors, L.P.  
(as General Partner)

By: /s/ Paul Meiring  
Name: Paul L. Meiring  
Title: Vice President

## Exhibit 10(k)(vi)

SECOND AMENDMENT dated as of April 27, 2007 (this "Amendment") to the FIVE-YEAR REVOLVING CREDIT FACILITY AGREEMENT dated as of April 14, 2006 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ALBANY INTERNATIONAL CORP., a Delaware corporation (the "Company"), the BORROWING SUBSIDIARIES from time to time party thereto, the LENDERS from time to time party thereto, JPMORGAN CHASE BANK, N.A., as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), and J.P. MORGAN EUROPE LIMITED, as London Agent for the Lenders.

The Company has requested that the Lenders agree to amend the Credit Agreement in the manner provided herein, and the Lenders whose signatures appear below, constituting the Required Lenders (such term and each other capitalized term used and not otherwise defined herein having the meaning assigned to it in the Credit Agreement), are willing to so amend the Credit Agreement.

Accordingly, in consideration of the agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby: acknowledged, the parties hereto agree as follows:

SECTION 1. Amendments to the Credit Agreement. Effective as of the Second Amendment Effective Date (as defined below), the Credit Agreement is hereby: amended as follows:

(a) Asset Sales Mandatory Prepayments. Section 1.01 of the Credit Agreement is hereby: amended By: replacing the reference in the definition of "Excluded Divestiture" to "2.75 to 1.00" with a reference to "3.25 to 1.00".

(b) Restricted Payments. Section 6.05 of the Credit Agreement is hereby: amended By: replacing the reference therein to "2.50 to 1.00" with a reference to "3.50 to 1.00".

(c) Permitted Acquisitions. Section 6.07 of the Credit Agreement is hereby: amended By: deleting clause (d) thereof in its entirety and replaced it with the following:

"(d) acquisitions of assets of or Equity Interests in other Persons, and loans or advances to Subsidiaries to provide funds required to effect such acquisitions, if, at the time of and after giving pro forma effect to each such acquisition and any related incurrences of Indebtedness, (i) the Leverage Ratio does not exceed 3.50 to 1.00 and (ii) no Default shall have occurred and be continuing".

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(d) Total Debt. Section 1.01 of the Credit Agreement is hereby: amended By: deleting the definition of "Total Debt" in its entirety and replacing it with the following definition:

"Total Debt" means, at any time, the sum of (a) all Indebtedness that is or should be reflected as a liability on a consolidated balance sheet of the Company and the Subsidiaries in accordance with GAAP and (b) the consideration (other than any note of a Subsidiary that serves as a conduit in a sale or financing transaction with respect to Receivables) received By: the Company or any Consolidated Subsidiary from any Person (other than the Company or a Consolidated Subsidiary) for Receivables sold, which Receivables remain uncollected at such time; less (x) the sum of all cash and cash equivalents (as determined in accordance with GAAP), (y) the cash surrender value of life insurance policies naming the Company as beneficiary (as determined in accordance with GAAP) and (z) the fair market value of any Marketable Securities of the Company and the Consolidated Subsidiaries; provided, however, that, with respect to any Non-Wholly Owned Subsidiary, the Indebtedness (other than any Indebtedness that is Guaranteed By: the Company or a Wholly-Owned Subsidiary) and assets thereof referred to in the foregoing clauses shall be disregarded in the calculation of "Total Debt" to the extent of any economic interest in such Non-Wholly Owned Subsidiary that is owned By: any Person other than the Company or a Wholly-Owned Subsidiary. For the purposes of this definition, "Marketable Securities" means any debt or equity securities for which an active trading market exists and price quotations are available."

(e) Section 1.01 of the Credit Agreement is hereby: amended to add the

following definitions in appropriate alphabetical order:

""Non-Wholly Owned Subsidiary" means a Subsidiary that is not a Wholly Owned Subsidiary."

""Wholly Owned Subsidiary" means a Subsidiary all the Capital Stock in which, other than directors' qualifying shares and/or other nominal amounts of Capital Stock that are required to be held By: Persons under applicable law, are owned, directly or indirectly, By: the Company or a Subsidiary."

SECTION 2. Fees. The Company agrees to pay to each Lender that executes and delivers a copy of this Amendment to the Administrative Agent (or its counsel) at or prior to 4:00 p.m., New York City time, on Friday, April 27, 2007, an amendment fee of \$10,000 (the "Amendment Fee"). The Amendment Fee shall be earned By: each such Lender upon delivery of an executed copy of this Amendment to the Administrative Agent (or its counsel) and shall be payable By: the Company within fourteen days of the Second Amendment Effective Date. The Amendment Fee shall not be refundable.

SECTION 3. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, the Company represents and warrants to each of the Lenders and the Administrative Agent that, as of the Second Amendment Effective Date:

(a) The execution, delivery and performance By: the Company of this Amendment have been duly authorized By: all necessary corporate action; this Amendment has been duly executed and delivered By: the Company; and each of this Amendment and the Credit Agreement, as amended By: this Amendment, constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

(b) The representations and warranties set forth in Article III of the Credit Agreement, and in each of the other Loan Documents, are true and correct on and as of the Second Amendment Effective Date, before and after giving effect to this Amendment.

(c) No default shall have occurred and be continuing, before and after giving effect to this Amendment.

SECTION 4. Conditions Precedent; Effectiveness. (a) The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

(i) the Administrative Agent shall have received counterparts of this Amendment that, when taken together, bear the signatures of the Company and the Required Lenders;

(ii) the Administrative Agent shall have received a certificate, dated the Second Amendment Effective Date and signed By: a responsible officer of the Company, confirming the accuracy of the representations and warranties set forth in Section 3 hereof; and

(iii) the Administrative Agent shall have received all amounts due and payable to it on or prior to the Second Amendment Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid By: the Company under the Credit Agreement or this Amendment.

(b) This Amendment shall become effective as of the first date (the "Second Amendment Effective Date") on which the conditions precedent set forth in paragraph (a) of this Section shall have been satisfied. The Administrative Agent shall notify the Company and the Lenders of the Second Amendment Effective Date, and such notice shall be conclusive and binding.

SECTION 5. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not By: implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Lenders or the Administrative Agent under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or

agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein. This Amendment shall constitute a Loan Document. The representations, warranties and agreements contained herein shall, for all purposes of the Credit Agreement, be deemed to be set forth in the Credit Agreement. On and after the Second Amendment Effective Date, any reference to the Credit Agreement contained in the Loan Documents shall mean the Credit Agreement as modified hereby:

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts and By: different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract. Delivery of an executed counterpart of a signature page of this Amendment By: facsimile or other electronic imaging means shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. Applicable Law. THIS AMENDMENT SHALL BE GOVERNED BY: AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 8. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed By: their respective authorized officers as of the day and year first above written.

ALBANY INTERNATIONAL CORP.,

By: /s/ Christopher J. Connally

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Name: Christopher J. Connally  
Title: Corporate Treasurer

JPMORGAN CHASE BANK, N.A.,  
as a Lender,

By: /s/ James Murphy

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Name: James Murphy  
Title: Senior Vice President



Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: ABN AMRO BANK NV

By: /s/ David Carroll

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Name: David Carroll  
Title: Director

For any Lender requiring a second signature line:

By: /s/ Henry L. Petrillo

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Name: Henry L. Petrillo  
Title: Senior Vice President

Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: BANK OF AMERICA, N.A.

By: /s/ Christopher S. Allen

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Name: Christopher S. Allen  
Title: Senior Vice President

Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: BANK OF TOKYO-MITSUBISHI UFJ TRUST COMPANY

By: /s/ Karen Ossolinski

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Name: Karen Ossolinski  
Title: Vice President

Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: CITIZENS BANK OF MASSACHUSETTS

By: /s/ Daniel Bernard

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Name: Daniel Bernard  
Title: Senior Vice President

Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: FIRST NIAGARA BANK

By: /s/ Paul D. Ryan

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Name: Paul D. Ryan  
Title: Vice President

Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: HSBC BANK U.S.A., NATIONAL ASSOCIATION

By: /s/ Charles R. Kreuter

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Name: Charles R. Kreuter  
Title: First Vice President

Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: MANUFACTURERS AND TRADERS TRUST COMPANY

By: /s/ Craig A. Keefer

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Name: Craig A. Keefer  
Title: Vice President

Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: NORDEA BANK FINLAND, PLC

By: /s/ Kalle Virtanen

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Name: Kalle Virtanen  
Title: Relationship Manager

For any Lender requiring a second signature line:

By: /s/ Gerald E. Chelius, Jr.

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Name: Gerald E. Chelius, Jr.  
Title: Senior Vice President Credit



Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: SUMITOMO MITSUI BANKING CORPORATION

By: /s/ Yoshihiro Hyakutome

-----  
Name: Yoshihiro Hyakutome  
Title: General Manager

Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: TD BANKNORTH, N.A.

By: /s/ Robert C. Hergrueten

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Name: Robert C. Hergrueten  
Title: Senior Vice President

Lender signature page to the  
Second Amendment to the  
Albany International Corp. Credit Agreement

To approve this Amendment:

Institution: WACHOVIA BANK, N.A.

By: /s/ Anne Herber

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Name: Anne Herber  
Title: Vice President