

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) June 30, 2009

ALBANY INTERNATIONAL CORP.

(Exact name of registrant as specified in its charter)

Delaware

1-10026

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))

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Item 5.02 Departure of Directors or Principal Officers; Appointment of
 Certain Officers; Compensation Arrangement of Certain Officers

On June 30, 2009, the Board of Directors of Albany International Corp. elected Michael K. Burke (a) as a Senior Vice President of the Company, effective July 8, 2009, and (b) as the Company's Chief Financial Officer, effective upon the close of business on August 7, 2009. A copy of the Company's press release announcing Mr. Burke's appointment is filed with this report as Exhibit 99.1.

The material terms of Mr. Burke's compensation are set forth in the document entitled "Summary of Burke Compensation Terms" which is filed with this report as Exhibit 99.2 and is incorporated herein by reference. The initial restricted stock unit award agreement described in such Summary is also filed with this report as Exhibit 10(1) (vii). The Company and Mr. Burke have also entered into a Severance Agreement in the form attached as Exhibit 10(o) (xiii).

Item 9.01	Financial Statements and Exhibits
Exhibit 10(1) (vii)	Michael Burke Restricted Stock Unit Award Agreement (filed herewith)
Exhibit 10(o) (xiii)	Severance Agreement between Albany International Corp. and Michael Burke (filed herewith)
Exhibit 99.1	Press Release dated June 30, 2009
Exhibit 99.2	Summary of Burke Compensation Terms (filed herewith)

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/ Joseph G. Morone

Name: Joseph G. Morone
Title: President and Chief Executive Officer
(Principal Financial Officer)

Date: July 2, 2009

RESTRICTED UNIT AWARD AGREEMENT

pursuant to the

ALBANY INTERNATIONAL CORP.
2003 RESTRICTED STOCK UNIT PLAN

* * * * *

Participant: Michael Burke

Award Date: July 8, 2009

Number of Restricted Units Awarded: 36,000

* * * * *

THIS AWARD AGREEMENT, dated as of the Award Date specified above, is entered into by and between Albany International Corp. (the "Company"), and the Participant specified above, pursuant to the Albany International Corp. 2003 Restricted Stock Unit Plan, as in effect and as amended from time to time (the "Plan"); and

WHEREAS, as an incentive to encourage the Participant to remain in the employ of the Company and its subsidiaries by affording the Participant a greater interest in the success of the Company and its subsidiaries, the Company desires to grant the Participant the Restricted Units provided herein;

WHEREAS, the Participant desires to obtain such Restricted Units on the terms and conditions provided for herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein set forth and other good and valuable considerations receipt of which is hereby acknowledged, the Company and the Participant agree as follows:

1. Incorporation By Reference; Plan Document Receipt. Except as otherwise provided herein, this Award Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time and which are expressly intended to apply to the grant of the Restricted Units provided for herein), all of which terms and provisions are made a part of and incorporated in this Award Agreement as if they were expressly set forth herein. Any capitalized term not defined in this Award Agreement shall have the same meaning as is ascribed thereto in the Plan. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. In the event of a conflict between the terms of this Award Agreement and the terms of the Plan, the terms of the Plan shall control.

2. Award of Restricted Units; Credit to Restricted Unit Account. Subject to the terms hereof and the Plan, the Company hereby grants to the Participant, as of the Award Date specified above, the number of Restricted Units specified above. The Company shall record such Restricted Units in the Participant's Restricted Unit Account.

3. Vesting. As permitted in Section 5.1 of the Plan, the following Vesting Dates shall apply with respect to the Restricted Units (including any additional Restricted Units credited as Cash Dividend Equivalents with respect to such Restricted Units) awarded hereunder and shall supersede any contrary provision in Section 5.1:

- a. Twenty-five (25%) of such Restricted Units (including any additional Restricted Units credited as Cash Dividend Equivalents with respect to such Restricted Units) shall vest on March 1, 2012, subject to the Participant being employed with the Albany Group on such Vesting Date;
- b. Twenty-five percent (25%) of such Restricted Units (including any additional Restricted Units credited as Cash Dividend Equivalents with respect to such Restricted Units) shall vest on September 1, 2012, subject to the Participant being employed with the Albany Group on such Vesting Date;
- c. Twenty-five (25%) of such Restricted Units (including any additional Restricted Units credited as Cash Dividend

Equivalents with respect to such Restricted Units) shall vest on March 1, 2013, subject to the Participant being employed with the Albany Group on such Vesting Date;

- d. Twenty-five percent (25%) of such Restricted Units (including any additional Restricted Units credited as Cash Dividend Equivalents with respect to such Restricted Units) shall vest on September 1, 2013, subject to the Participant being employed with the Albany Group on such Vesting Date

4. Additional Special Vesting. The special vesting provisions set forth in Section 5.2 of the Plan shall apply to the Restricted Units (including any additional Restricted Units credited as Cash Dividend Equivalents with respect to such Restricted Units) awarded hereunder. In addition to the provisions of Section 5.2 of the Plan, and in addition to the provisions of Section 8 of the Plan, in the event Participant's employment with the Albany Group terminates due to an Involuntary Termination following a change in ownership of a substantial portion of the Company's assets as a result of one person, or more than one person acting as a group, acquiring (or having acquired during the 12 month period ending on the date of the most recent acquisition) assets from the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all the assets of the Company immediately before such acquisition or acquisitions, the Vesting Date for 100% of all unvested Restricted Units credited to Participant's Restricted Unit Account pursuant to this Award Agreement shall be accelerated to such date of termination.

5. Forfeiture of Restricted Units Upon Voluntary Retirement. Notwithstanding anything to the contrary in Section 5.2 of the Plan or this Award Agreement, in the event the Participant's employment with the Albany Group terminates due to Retirement before December 31, 2010, the Restricted Units granted to the Participant pursuant to this Award Agreement shall not vest and Participant shall forfeit, without any consideration therefor or action being required, 100% of all unvested Restricted Units (including any additional Restricted

Units credited as Cash Dividend Equivalents with respect to such Restricted Units) credited to Participant's Restricted Unit Account pursuant to this Award Agreement.

6. Settlement; Payment Delay. The Restricted Units (including any additional Restricted Units credited as Cash Dividend Equivalents with respect to such Restricted Units) credited to Participant's Restricted Unit Account pursuant to this Award Agreement shall be settled in accordance with the provisions of the Plan, including without limitation Section 6.1. Notwithstanding any provision to the contrary, if, pursuant to the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), any payment is required to be delayed as a result of the Participant being deemed to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then any such payments under the Plan shall not be made prior to the earlier of (A) the expiration of the six month period measured from the date of the "separation from service" (as such term is defined in Treasury Regulations issued under Section 409A of the Code) or (B) the date of the Participant's death. Upon the expiration of such period, all payments under the Plan delayed pursuant to this paragraph 6 shall be paid to the Participant in a lump sum, and any remaining payments due under the Plan shall be paid or provided in accordance with the normal payment dates specified for them herein.

7. Amendment and Waiver. Neither this Award Agreement nor any provision hereof may be amended, modified, changed, discharged, terminated or waived orally, by any course of dealing or purported course of dealing or by any other means except (a) in the case of an amendment, modification, change or waiver that does not impair the rights of the Participant with respect to outstanding Restricted Units or that is deemed by the Committee to be advisable to avoid the imposition of any tax under Section 409A of the Code, by written notice to the Participant or (b) an agreement in writing signed by the Company and the Participant. No such written notice of agreement shall extend to or affect any provision of this Award Agreement not expressly amended, modified, changed, discharged, terminated or waived or impair any right consequent on such a provision. The waiver of or failure to enforce any breach of this Award Agreement shall not be deemed to be a waiver of or acquiescence in any other breach hereof.

8. Notices. Any notice required or permitted under this Award Agreement shall be in writing and shall be deemed properly given:

8.1 in the case of notice to the Company, if delivered in person to the Secretary of the Company, or mailed to the Company to the attention of the Secretary by registered mail (return receipt requested) at P.O. Box 1907, Albany, New York 12201, or at such other address as the Company may from time to time hereafter designate by written notice to the Participant; and

8.2 in the case of notice to the Participant, if delivered to him or her in person, or mailed to him or her by registered mail (return receipt requested) at the last known residence address provided by Participant to the Company or at such other address as the Participant may from time to time hereafter designate by written notice to the Company.

9. Governing Law. This Award Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Binding Agreement; Assignment. This Award Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Company and its successors and assigns. The Participant shall not assign any part of this Award Agreement without the prior express written consent of the Company.

11. Counterparts. This Award Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

12. Headings. The titles and headings of the various sections of this Award Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Award Agreement.

13. Further Assurances. Each party hereto shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Award Agreement and the Plan and the consummation of the transactions contemplated thereunder.

14. Severability. The invalidity or unenforceability of any provisions of this Award Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Award Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Award Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

15. Acceptance of Restricted Units. Unless, within 45 days following the date of this Award Agreement, the Company has received written notice from the Participant rejecting the Restricted Units, this Award Agreement shall be deemed to have been accepted by the Participant and shall constitute a legal and binding agreement between the Participant and the Company.

IN WITNESS WHEREOF, the Company has duly executed this Award Agreement as of the Award Date specified above.

ALBANY INTERNATIONAL CORP.

/s/ Joseph G. Morone

Name: Joseph G. Morone
Title: President & CEO

/s/ Michael Burke

Michael Burke

SEVERANCE AGREEMENT

THIS SEVERANCE AGREEMENT (the "Agreement"), is made and entered into this 8th day of July, 2009 (the "Effective Date") by and between Albany International Corp., a Delaware corporation with its principal place of business at 1373 Broadway, Albany, New York (the "Company"), and Michael Burke ("Employee").

RECITALS

WHEREAS, Employee has been hired, and has commenced employment with the Company as an officer in a critical managerial position; and

WHEREAS, Employee is employed by the Company on an at-will basis; and

WHEREAS, the Company wishes to encourage Employee's continued service and dedication to the performance of his or her duties; and WHEREAS, Employee and the Company each believe it to be in their best interests to provide Employee with certain severance protections; and

WHEREAS, in order to induce Employee to remain in the employ of the Company, and in consideration for Employee's continued service to the Company, the Company agrees that Employee shall receive the benefits set forth in this Agreement in the event that Employee's employment with the Company is terminated in the circumstances described herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment. The Company hereby agrees to continue Employee's current employment on an at-will basis in accordance with provisions contained herein below. Employee shall be based at the

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Company's headquarters in Albany, New York or such other place, as may be reasonably requested by the Company. Employee shall be subject to the supervision of, and shall have such authority as is delegated to him or her by the Chief Executive Officer, or the Board of Directors (the "Board"), as the case may be.

2. Effect of Termination Without Cause. If Employee's employment is terminated by the Company at any time before December 31, 2012 other than for Cause (as defined herein below), the Company shall pay to Employee, as severance, his or her gross monthly salary in effect as of the date of such termination (the "Termination Date"), less applicable withholdings and deductions required by law, or otherwise agreed to by the parties (the "Severance Amount") for a period of eighteen (18) months. The number of months over which the Severance Amount shall be paid shall hereinafter be referred to as the "Severance Period". The Severance Amount shall be paid in monthly installments during the Severance Period in accordance with the Company's customary payroll practices by check or direct deposit until paid in full and may contain a pro rata payment for any partial month or to account for any prepaid, but unearned salary. Notwithstanding the foregoing, any severance payments that otherwise would be due after the second anniversary of the Termination Date shall be paid in a lump sum on the Company's regular payroll date immediately preceding said second anniversary, together with any other severance payment due on that date.

Payment of the severance benefits provided for under this Agreement shall be contingent upon Employee's timely execution, and nonrevocation, of a General Release and Separation Agreement substantially in the form attached hereto as Exhibit A. Payment of the severance benefits provided for under this Agreement shall not commence prior to the effective date of said General Release and Separation Agreement.

For the purposes of this Section 2, "Cause" shall be deemed to exist upon:

(i) the conviction of Employee for, or the entry of a plea of guilty or nolo contendere by Employee to, a felony charge or any crime involving moral turpitude;

(ii) Unlawful conduct on the part of Employee that may reasonably be considered to reflect negatively on the

Company or compromise the effective performance of Employee's duties as determined by the Company in its sole discretion;

(iii) Employee's willful misconduct in connection with his or her duties or willful failure to use reasonable effort to perform substantially his or her responsibilities in the best interest of the Company (including, without limitation, breach by the Employee of this Agreement), except in cases involving Employee's mental or physical incapacity or disability;

(iv) Employee's willful violation of the Company's Business Ethics Policy or any other Company policy that may reasonably be considered to reflect negatively on the Company or compromise the effective performance of Employee's duties as determined by the Company in its sole discretion;

(v) fraud, material dishonesty, or gross misconduct in connection with the Company perpetrated by Employee;

(vi) Employee undertaking a position in competition with Company;

(vii) Employee having caused substantial harm to the Company with intent to do so or as a result of gross negligence in the performance of his or her duties; or

(viii) Employee having wrongfully and substantially enriched himself or herself at the expense of the Company.

3. Restrictive Covenants. Employee acknowledges the highly competitive nature of the Company's business and in recognition thereof agrees as follows:

A. During the Severance Period, whether on Employee's own behalf or on behalf of or in conjunction with any person, firm, partnership, joint venture, association, corporation or other business, organization, entity or enterprise whatsoever ("Person"), Employee shall not directly or indirectly:

(i) engage in any business which is in competition with the Company or any of its subsidiaries or affiliates in the same

geographical areas as the Company or any of its subsidiaries or affiliates are engaged in their business (a "Competitive Business");

(ii) enter into the employ of, or render any services to, any Person in respect of any Competitive Business;

(iii) acquire a financial interest in, or otherwise become actively involved with, any Competitive Business, directly or indirectly, as an individual, partner, shareholder, officer, director, principal, agent, trustee or consultant; provided, however, that in no event shall ownership of less than 2% of the outstanding capital stock of any corporation, in and of itself, be deemed a violation of this covenant if such capital stock is listed on a national securities exchange or regularly traded in an over-the-counter market; or

(iv) interfere with, or attempt to interfere with, any business relationships (whether formed before or after the Termination Date) between the Company or any of its subsidiaries or affiliates and their customers, clients, suppliers or investors.

B. During the Severance Period, whether on Employee's own behalf or on behalf of or in conjunction with any Person, Employee shall not directly or indirectly:

(i) solicit or encourage any employee of the Company or any of its subsidiaries or affiliates to leave the employment of the Company or any of its subsidiaries or affiliates; or

(ii) hire any such employee who was employed by the Company or any of its subsidiaries or affiliates as of the Termination Date or, if later, within the six-month period prior to such date of hire.

It is expressly understood and agreed that although the parties consider the restrictions in this Paragraph 3 to be reasonable, if a final determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this paragraph is an unenforceable restriction against the Employee, the provisions of this paragraph shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may determine to be enforceable.

4. Confidential Information. Employee acknowledges that as a consequence of his or her employment with the Company proprietary and confidential information relating to the Company's business may be, or have been, disclosed to or developed or acquired by the Employee which is not generally known to the trade or the general public and which is of actual or potential value to the Company ("Proprietary Information"). Such Proprietary Information includes, without limitation, information about trade secrets, inventions, patents, licenses, research projects, costs, profits, markets, sales, customer lists, proprietary computer programs, proprietary records, and proprietary software; plans for future development, and any other information not available to the trade or the general public, including information obtained from or developed in conjunction with a third party that is subject to a confidentiality or similar agreement between the Company and such third party. The Employee acknowledges and agrees that his or her relationship with the Company with respect to such Proprietary Information has been and shall be fiduciary in nature. Consequently, during the remainder of, and after, his or her employment by the Company, the Employee shall not use any Proprietary Information for his or her own benefit, or for the benefit of any other person or entity or for any other purpose whatsoever other than the performance of his or her work for the Company, and the Employee shall maintain all such information in confidence and shall not disclose any thereof to any person other than employees of the Company authorized to receive such information. This obligation is in addition to any similar obligations the Employee may have pursuant to any other agreement, statute or common-law. Nothing herein, however, shall preclude the Employee from describing his or her duties with the Company in future job interviews. After the fifth anniversary of the end of the Employee's employment by the Company, the term Proprietary Information shall be limited to information constituting trade secrets of the Company.

5. Non-disparagement. Employee specifically agrees and covenants that he or she will not directly or indirectly disparage the Company or any subsidiary or affiliate of the Company, or any of their respective officers, directors, employees, attorneys or representatives, or any of their respective products or services in any manner, at any time, to any person or entity. "Disparage" is defined as, but not limited to, any utterance whatsoever either verbal, in writing, by gesture or any behavior of any kind that might tend to or actually harm or injure the Company or any subsidiary or affiliate of the Company, whether intended or not.

6. Clawback. Employee shall forfeit any unpaid Severance Amount due pursuant to this Agreement and shall, upon demand, repay any Severance Amounts already paid hereunder if, after the Termination Date:

(i) there is a significant restatement of the Company's financial results, caused or substantially caused by the fraud or intentional misconduct of the Employee;

(ii) Employee breaches any provision of this Agreement, including, without limitation, the covenants set for in paragraphs 3, 4 and 5; or

(iii) the Company discovers conduct by Employee that would have permitted termination for Cause, provided that such conduct occurred prior to the Termination Date.

7. Remedies for Breach. The Company and Employee agree that a breach by Employee of the provisions of this Agreement may cause irreparable harm to the Company which will be difficult to quantify and for which money damages will not be adequate. Accordingly, the Employee agrees that the Company shall have the right to obtain an injunction against the Employee, without any requirement for posting any bond or other security, enjoining any such breach or threatened breach in addition to any other rights or remedies available to the Company on account of any breach or threatened breach of this Agreement. Employee and the Company each further agree that if an action is commenced by any party alleging breach of this Agreement, the non-prevailing party shall be liable to the prevailing party for any and all available legal and equitable relief, as well as reasonable attorneys' fees and costs associated with pursuing or defending such legal action.

8. Internal Revenue Code Section 409A.

(a) The payments and the payment schedules set forth herein are intended to be exempt from, or comply with, Section 409A of the Internal Revenue Code ("Section 409A"). Accordingly, the Agreement shall be interpreted and performed so as to be exempt from Section 409A, but if that is not possible, the Agreement shall be interpreted and performed so as to comply with Section 409A. In the event any payments or benefits are deemed by the IRS to be non-compliant, this Agreement, at Employee's option, shall be

modified, to the extent practical, so as to make it compliant by altering the payments or the timing of their receipt. The methodology to effect or address any necessary modifications shall be subject to reasonable and mutual agreement between the parties.

(b) It is the intent of the parties that this Agreement provides payments and benefits that are either exempt from the distribution requirements of Section 409A of Code, or satisfy those requirements. Any distribution that is subject to the requirements of Section 409A may only be made based on the Employee's "separation from service" (as that term is defined under the final regulations under Section 409A).

(c) Notwithstanding anything to the contrary in this Agreement, in the event that (i) a distribution of benefits is subject to Section 409A, (ii) at the time the distribution would otherwise be made to the Employee, the Employee is a "specified employee" (as that term is defined in the final regulations under Section 409A), and (iii) the distribution would otherwise be made during the 6-month period commencing on the date of the Employee's separation from service, then such distribution will instead be paid to the Employee in a lump sum at the end of the 6-month period. The foregoing delay in the distribution of benefits shall be made in conformance with the final regulations under Section 409A.

9. Severability. Employee and the Company intend for every provision of this Agreement to be fully enforceable. But, if a court with jurisdiction over this Agreement determines that all or part of any provision of this Agreement is unenforceable for any reason, the Company and Employee intend for each remaining provision and part to be fully enforceable as though the unenforceable provision or part had not been included in this Agreement.

10. Entire Agreement. This Agreement and the exhibit hereto constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

11. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and Employee.

12. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New York, except to the extent preempted by federal law.

13. Term. This Agreement shall terminate on December 31, 2012; provided, however, that if Employee's employment is terminated by the Company on or before December 31, 2012 other than for cause, the parties' respective rights and obligations under this Agreement shall survive for a period of five (5) years following the termination of this Agreement.

14. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors, and legal representatives of Employee upon Employee's death, and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Employee to receive any payment pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance, or other disposition of any right of the Employee under this Agreement will be null and void.

15. Waiver of Jury Trial. The parties agree that they have waived, and hereby waive, their right to a jury trial with respect to any controversy, claim, or dispute arising out of or relating to this Agreement, or the breach thereof, or arising out of or relating to the employment of the Employee, or the termination thereof, including any claims under federal, state, or local law, and that any such controversy, claim, or dispute shall be heard and adjudicated in the state courts of the State of New York, in Albany County.

16. Non-admission of Liability. This Agreement does not constitute an admission by the Company of any liability to Employee, and Employee understands and agrees that the Company denies any such liability to Employee.

17. Headings. All captions and Section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

IN WITNESS WHEREOF, Employee and a duly authorized representative of the Company have signed this Agreement as of the dates set forth below.

Michael Burke

Albany International Corp.

/s/ Michael Burke

By: /s/ Joseph G. Morone

Name: Joseph G. Morone
President and CEO

Dated: July 1, 2009

Dated: July 2, 2009

EXHIBIT A

General Release and Separation Agreement

This General Release and Separation Agreement (the or this "Agreement") is made and entered into this ____ day of _____, 20__ by and between Albany International Corp. (the "Company") and Michael Burke ("Employee").

In consideration of the acknowledgements and mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Presentation of Agreement. Employee acknowledges that on _____, 20__ he or she was given this Agreement and was afforded ____ days to consider same.

2. Legal Advice. Employee was, and hereby is, advised to consult a lawyer before signing this Agreement.

3. Acceptance of Agreement. Employee may accept this Agreement only by signing, dating and delivering the Agreement to the Company (in the manner set forth in Section 12) on or before the Company's normal close of business on _____, 20__. Time is of the essence with regard to this Section 3.

4. Revocation. Employee may revoke this Agreement at any time within seven (7) days after signing and delivering it to the Company by notifying the Company in writing (in the manner set forth in Section 12) of Employee's decision to revoke. Time is of the essence with regard to this Section 4.

5. Effective Date. The effective date of this Agreement shall be the eighth (8th) day after Employee signs and delivers it to the Company in accordance with Section 3 above, unless Employee revokes the Agreement before then in accordance with Section 4 above. If Employee fails to accept this Agreement in accordance with Section 3 above, or timely revokes the Agreement in accordance with Section 4 above, the Agreement will not become effective and will not be binding on Employee or the Company.

6. Termination of Employment. Employee's employment by the Company has been terminated effective _____, 20___. The parties agree that said termination of employment was a termination by the Company other than for Cause within the meaning of Section 2 of that certain Severance Agreement (the "Severance Agreement") entered into by and between the parties with an effective date of July 8, 2009.

7. Severance Payments. In accordance with, and subject to, the terms of the Severance Agreement, the Company shall pay to Employee the Severance Amount as specified in the Severance Agreement.

8. Employee's Acknowledgement. Employee acknowledges and agrees that, except for this Agreement, Employee would have no right to receive the benefits described in Section 7.

9. Defined Term. As used in this Agreement, the term "Albany" means, individually and collectively, Albany, each subsidiary and affiliate of Albany, and their respective employee welfare benefit plans, employee pension benefit plans, successors and assigns, as well as all present and former shareholders, directors, officers, fiduciaries, agents, representatives and employees of those companies and other entities.

10. General Release. By signing this Agreement Employee immediately gives up and releases Albany from, and with respect to, any and all rights and claims that Employee may have against Albany (except as expressly state in subsection 10(c) below), whether or not Employee presently is aware of such rights or claims or suspects them to exist. In addition, and without limiting the foregoing:

- (a) The Employee on behalf of himself or herself, his or her agents, spouse, representatives, assignees, attorneys, heirs, executors and administrators, fully releases Albany and Albany's past and present successors, assigns, parents, divisions, subsidiaries, affiliates, officers, directors, shareholders, employees, agents and representatives from any and all liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of moneys, controversies, agreements, promises, damages, back and front pay, costs, expenses, attorneys fees, and remedies of any type, which Employee now has or hereafter may have, by reason of any matter, cause, act or

omission arising out of or in connection with Employee's employment or the termination of his or her employment with Albany prior to Employee signing this Agreement, including, without limiting the generality of the foregoing, any claims, demands or actions arising under the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act of 1974, Title VII of the Civil Rights Act of 1964, the Civil Rights act of 1991, the Civil Rights Act of 1866, the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and any other federal, state or local statute, ordinance or common law regarding employment, discrimination in employment, or the termination of employment. Notwithstanding the foregoing, Employee is not waiving any right that cannot, as a matter of law, be voluntarily waived, including the right to file a charge or complaint with, or participate in the adjudication of charge or complaint of discrimination filed with, any federal, state or local administrative agency, though Employee expressly waives any right to recover any money or obtain any other relief or benefit as a result of any complaint or charge being filed with any federal, state or local administrative agency.

The foregoing release includes, but is not limited to, any claim of discrimination on the basis of race, sex, religion, marital status, sexual orientation, national origin, handicap or disability, age, veteran status, special disabled veteran status, citizenship status; any other claim based on a statutory prohibition; any claim arising out of or related to an express or implied employment contract, any other contract affecting terms and conditions of employment, or any covenant of good faith and fair dealing; all tort claims; and all claims for attorney's fees or expenses.

The Employee represents that he or she understands the foregoing release, that rights and claims under the Age Discrimination in Employment Act of 1967, as amended, are among the rights and claims against Albany he or she is releasing, and that he or she understands that he or she is not releasing any rights or claims arising after the date Employee signs this Agreement.

- (b) If Employee breaches any obligation under this Agreement, Employee agrees that Albany shall not be obligated to

continue to make payments under Section 7, and that Employee shall reimburse Albany for all payments made pursuant to Section 7.

- (c) Nothing in this Agreement, however, shall be deemed a waiver of any vested rights or entitlements Employee may have under any retirement or other employee benefit plans administered by Albany. Nor shall anything in this Agreement operate to release Albany from its obligations under this Agreement.

11. Non-admission of Liability. This Agreement does not constitute an admission by Albany of any liability to Employee, and Employee understands and agrees that Albany denies any such liability to Employee.

12. Notices. Notices or other deliveries required or permitted to be given or made under this Agreement by Employee to Albany shall, except to the extent otherwise required by law, be deemed given or made if delivered by hand or by express mail or overnight courier service to Albany International Corp., 1373 Broadway, Albany, New York 12204, Attention: _____.

13. Headings. All captions and Section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

IN WITNESS WHEREOF, Employee and a duly authorized representative of the Company have signed this Agreement as of the dates set forth below.

Michael Burke

Albany International Corp.

By: _____

Name: Joseph G. Morone
President and CEO

Dated: _____, 20__

Dated: _____, 20__

Albany International Announces CFO Successor

ALBANY, N.Y., Jun 30, 2009 (BUSINESS WIRE) -- Albany International Corp. (NYSE:AIN) today announced that Michael K. Burke has been named a Senior Vice President of the Company, effective July 8, 2009, and will become Chief Financial Officer on August 7, 2009, at the close of business. He will succeed Michael C. Nahl, Executive Vice President and Chief Financial Officer, who is retiring after a distinguished 27-year career with the Company.

Mr. Burke served as Executive Vice President and Chief Financial Officer of Intermagnetics General Corp., a manufacturer of magnetic resonance imaging devices formerly traded on Nasdaq (symbol: IMGC), from November 2001 until December 2006, when he left following the successful merger and integration of Intermagnetics into Royal Philips Electronics. During his tenure, the market capitalization of Intermagnetics grew from approximately \$400 million in late 2001 to over \$900 million in late 2005, culminating in the sale to Royal Philips at a total equity value of approximately \$1.3 billion. Mr. Burke also served as Chief Financial Officer of HbT, Inc., a privately held power technology company, from May 2000 until joining Intermagnetics. Prior to joining HbT, he worked for almost 20 years in investment banking, first at Barclays Capital and later at CIBC World Markets. While at Barclays and CIBC, he gained experience in all aspects of corporate finance (including raising of capital through sales of equity, public and private debt, and bank financing), corporate strategy, and mergers and acquisitions.

Mr. Burke has served as a Director of Casella Waste Systems (NASDAQ: CWST) since March 2008, and is a member of their Audit Committee. He has served on the Board of Directors of Albany Medical Center since November 2007, and currently serves as a Vice Chair. He also serves on the Board of Trustees of Union Graduate College and the Make-a-Wish Foundation of Northeast New York.

Joseph G. Morone, President and Chief Executive Officer of Albany International Corp., said, "We are all delighted that Michael Burke has agreed to join the Albany management team, especially at this pivotal time, when the impact of the global economic recession brings new challenges and opportunities for our organization. His intelligence, leadership style, and breadth and depth of expertise in both financial markets and financial operations are precisely the mix of capabilities and experience that we had been searching for."

Erland E. Kailbourne, the Company's Chairman, added, "The Board of Directors unanimously agreed to elect Mr. Burke. He proved to be the ideal candidate, combining a keen understanding of dynamic and complex financial and strategic issues with strong leadership capability and management experience. We could not ask for a more suitable successor to the CFO position."

"I am honored to be joining a company with such a long and storied history and am energized by its leadership, its plan for the future, and the strong foundation laid by Michael Nahl," Mr. Burke said. "My broad corporate finance skills dovetail well with the next phase of the company's strategy and its plans for long-term growth in shareholder value," he added.

Albany International is a global advanced textiles and materials processing company. Its core business is the world's leading producer of custom-designed fabrics and belts essential to the production of paper and paperboard. Albany's family of emerging businesses extends its advanced textiles and materials capabilities into a variety of other industries, most notably aerospace composites, nonwovens, building products, and high-performance industrial doors. Additional information about the Company and its businesses and products is available at www.albint.com.

Summary of Burke Compensation Terms

Term	Employment at will. Employment may be terminated by Mr. Burke or Albany International Corp. ("the Company") at any time.
Salary	Initial base salary at the rate of \$400,000 per year. Salary shall be subject to adjustment from time-to-time in the same manner as for other executive officers. Salaries of executive officers are customarily adjusted in April of each year.
Annual Incentive	Mr. Burke will be eligible for an incentive bonus for 2009. Mr. Burke's 2009 target bonus will be equal to 55% of his actual 2009 base compensation, pro-rated for the period during 2009 during which he is actually employed. The Compensation Committee of the Company's Board of Directors has determined that 2009 executive bonuses (to be determined and paid during early 2010) will be based on Company performance with respect to adjusted consolidated EBITDA, accounts receivable and inventories as a percentage of net sales, and accounts payable as a percentage of total costs. The Committee has also determined that the incentive bonuses will be paid half in cash, and half in share of the Company's Class A Common Stock ("Shares"). The Committee retains the right to exercise its discretion, after the end of 2009, as in prior years, to determine to what extent the incentive bonuses of Mr. Burke and the other executive officers are earned, and reserves the right to take individual performance factors into account, and to employ subjective and objective criteria. Mr. Burke will be eligible thereafter to participate in any annual executive incentive bonus program, as the same may be amended, modified or terminated by the Company, in accordance with its terms.
Restricted Stock Units	<p>Mr. Burke will receive a grant of 36,000 restricted stock units ("RSUs") upon the commencement of his employment. Such award is granted pursuant to the Company's 2003 Restricted Stock Unit Plan. Pursuant to the terms of the award, the award will vest (and be immediately paid in cash) as to 25% of the units awarded in March 2012, September 2012, March 2013 and September 2013. In addition to this initial award of</p> <p>RSUs, the Company has also agreed to award Mr. Burke an additional 12,000 RSUs during November 2009. 3,000 RSUs from this award would vest and be payable on March 1, 2010; 6,000 on March 1, 2011; and the final 3,000 on March 1, 2012.</p> <p>In the event of termination of employment upon death, disability or involuntary termination, one-half of all unvested and unpaid RSUs under either grant would automatically vest and be paid. These awards will otherwise be subject to the terms of the Restricted Stock Unit Plan pursuant to which they are awarded (a copy of which has been filed with the SEC), as well as the terms of the award agreements. Payment upon vesting is determined by the average closing price of the Company's Class A Common Stock during a specified period prior to vesting. Based upon the closing stock price of \$10.89 on June 25, the initial RSU grant would have an aggregate value of \$392,040.00 and an annual value of \$196,020.00 in each of 2012 and 2013. A copy of Mr. Burke's initial RSU award agreement is being filed as an exhibit to the current report on Form 8-K with which this summary is being filed. (In the event of any inconsistency between this Summary and the Plan or Form or Award, the Plan and Form of Award shall govern.)</p> <p>In future, Mr. Burke is expected to be eligible to receive grants of performance-based RSUs under the Company's 2005 Incentive Plan. Mr. Burke's initial award is expected to be made in early 2010 at a target amount of 12,000 Shares. Subject to the plan's terms and conditions, if the award is made on the same terms as those made to senior executives during 2009, Mr. Burke would receive an amount of shares equal to from 0% to 200% of the target amount, based upon the extent to which the Company attained certain levels of performance</p>

measurement metrics chosen for that year. Success in achieving the goals would be determined in February of the following year by the Compensation Committee, and the number of Shares earned would be paid out as follows: (1) 25% early in the first year following the performance year, in cash, (2) 50% in the following year, half in cash and half in Shares, and (3) the remaining 25% in third year after the performance year, half in cash and half in Shares.

Benefits

Mr. Burke will be eligible to participate in all of the Company's employee benefit plans, policies and arrangements applicable to other executive officers generally, including, without limitation, vacation, 401(k), health-care, vision, life insurance and disability; in each case, as the same may exist from time to time.

Severance

Mr. Burke has entered into a Severance Agreement with the Company, which agreement provides that in the event that his employment is terminated by the Company at any time before December 31, 2012 for any reason other than Cause (as defined in the agreement), Mr. Burke shall be entitled to receive his gross monthly base salary in effect at the time of termination, less applicable withholdings and deductions, for a period of 18 months. A copy of the agreement is being filed as an exhibit to the current report on Form 8-K with which this summary is being filed.