material (spoilage) costs to be recognized as current period charges. It also requires that the allocation of fixed production overheads to the costs of conversion be based on the normal capacity of the relevant production facilities. FAS 151 will be effective for inventory costs incurred during fiscal years beginning after June 15, 2005. The Company is currently evaluating the impact of this standard but does not believe that it will have a material impact on the Company's Consolidated Financial Statements.

Note 2—Long-Term Debt

Long-term debt consists of the following:

	Interest Rate at December 31, 2004	*Maturity*	*December 31,* 2004	2003
Bank Agreement:				
Term Loan – Tranche A	3.3%	2008	$ 13,000	$ 90,000
Term Loan – Tranche B	4.0%	2005-2010	400,000	409,000
Notes payable to foreign banks and other debt	0.5% to 9.5%	2004-2017	36,053	43,959
			449,053	542,959
Less current portion			16,909	10,679
Total long-term debt			$432,144	$532,280

In the second quarter of 2003, the Company completed a refinancing of its senior credit facilities and redeemed all of its outstanding Senior Subordinated Notes ("Notes"). The new Bank Agreement ("Bank Agreement") consists of: (1) a $125,000 five-year Revolving Credit Facility that matures in 2008, (2) a $125,000 Tranche A Loan (December 31, 2004 balance $13,000) and (3) a $500,000 Tranche B Loan (December 31, 2004 balance $400,000). In November 2004, the Company amended the credit agreement. The primary effect of the amendment was to lower interest cost and reduce limitations relative to indebtedness and restricted payments including repurchase of the Company's stock and dividends. At December 31, 2004, availability under the Revolving Credit Facility was $116,193, after a reduction of $8,807 for outstanding letters of credit. In connection with the 2003 refinancing, the Company incurred one-time expenses for the early extinguishment of debt of $10,367 (less tax effects of $3,525) or $.08 per share after tax. Such one-time expenses include the call premium on the Notes, write-off of unamortized deferred debt issuance costs and other related costs. The Company's interest rate on borrowings under the Bank Agreement is LIBOR plus 150 basis points. The Company also pays certain annual agency and commitment fees. The Bank Agreement is secured by a first priority pledge of 100% of the capital stock of the Company's direct domestic subsidiaries and 65% of the capital stock of direct material foreign subsidiaries, as defined in the Bank Agreement. In addition, if the Company's credit rating as assigned by Standard & Poor's or Moody's were to decline to BB- or Ba3, respectively, the Company would be required to perfect liens in favor of participants in the Bank Agreement in substantially all of the Company's U.S. based assets. At December 31, 2004, the Company's credit rating from Standard & Poor's was BB+ and from Moody's was Ba1. The Bank Agreement requires that the Company satisfy certain financial covenants including an interest coverage ratio (EBITDA divided by interest expense) of higher than 3x and a leverage ratio (Debt divided by EBITDA) lower than 3.75x and 3.50x based on total debt and senior debt, respectively; at December 31, 2004, such ratios as defined in the Bank Agreement were 12.91x, 1.65x and 1.65x, respectively. The Bank Agreement also includes limitations with respect to, among other things, (i) indebtedness in excess of $50,000 for capital leases, $450,000 for general indebtedness, $200,000 for acquisition indebtedness, (of which approximately $6,856, $0 and $4,196 were outstanding at December 31, 2004, respectively), (ii) restricted payments including dividends on the Company's Common Stock in excess of 50% of consolidated cumulative net income subsequent to May 2003 plus $50 million, or approximately $170,560 at December 31, 2004, (iii) creating or incurring liens, (iv) making other investments, (v) acquiring or disposing of assets and (vi) capital expenditures.

In conjunction with the Bank Agreement, the Company entered into interest rate swap agreements that fixed the Company's LIBOR interest rate on $250,000 and $50,000 of floating rate bank debt at 2.44% and 3.01%, expiring in May 2006 and June 2006, respectively. While it is not the Company's intention to terminate the interest rate swap agreements, the fair value of such agreements was estimated by obtaining quotes from brokers which represented the amounts that the Company would receive or pay if the agreements were terminated. The fair value indicated that termination of the agreements at December 31, 2004 would have resulted in a pre-tax gain of $2,396; such gain, net of tax, of $1,447 was recorded in other comprehensive income.

The maturity of the Company's long-term debt over each of the next five years ending December 31, is as follows: 2005 - $16,909; 2006 - $13,829; 2007 - $5,396; 2008 - $27,518; 2009 - $4,455; thereafter $380,946.