

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): April 27, 2005

ASTRONICS CORPORATION.

(Exact name of registrant as specified in its charter)

NEW YORK	0-7087	16-0959303
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
130 Commerce Way, East Aurora, New York	14052	
(Address of principal executive offices)	(Zip Code)	

Registrant's telephone number, including area code: (716) 805-1599

Not Applicable

(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 (see General Instruction A.2 below)

- Written communication 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 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Indemnity Agreements.

Astronics Corporation (the "Company"), entered into Indemnity Agreements ("Agreements") dated April 28, 2005, with all its officers and directors and several key employees. The Agreements, which were approved by the Board of Directors on April 28, 2005, differ only in party names.

Pursuant to the Agreements, the Company has agreed to indemnify each indemnitee against any action, suit or proceeding by reason of the fact that he or she is or was a director, officer or key employee of the Company or is or was serving at the request of the Company as a director, officer, employee, member, manager, trustee or agent of another entity. The indemnification extends to any threatened, pending or completed action, whether civil, criminal, administrative or investigative in nature, and covers expenses, including attorney's fees, judgments, fines, and penalties actually and reasonably incurred in the defense or settlement of an action. The indemnification is subject to various terms and conditions, and will only be provided if the indemnitee acted in good faith and in a manner reasonably

believed to be in the best interests of the Company, and, in the case of a criminal action, suit or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. However, no indemnification will be provided where the indemnitee is found liable to the Company, unless a court of competent jurisdiction determines that the indemnitee is fairly and reasonably entitled to indemnification. Subject to various terms and conditions, the Agreements also provide for advancement of expenses, including attorney's fees, incurred in defending any action, suit or proceeding. The indemnitee must repay advances amounts if it is ultimately determined that he or she is not entitled to be indemnified by the Company. The indemnification extends to the indemnitee's estate, whether or not the deceased indemnitee acted in good faith, and in certain cases the indemnitee's spouse. A copy of the form of Agreement is included as Exhibit 10.1 to this Current Report and is incorporated herein by reference.

Amended Credit Agreement

On March 31, 2005, the Company entered into that certain Renewed and Amended Credit Agreement, dated March 31, 2005, by and among the Company and HSBC Bank USA ("HSBC Bank") (the "Renewed and Amended Credit Agreement"). The Renewed and Amended Credit Agreement increased the Company's maximum availability under its demand discretionary line of credit under its revolving demand facility from \$8.0 million to \$15.0 million.

The revolving demand facility is subject to annual review by June 30th of each year. The Renewed and Amended Credit Agreement expires on June 30, 2006 unless renewed or extended in writing.

The summary of the foregoing transaction is qualified in its entirety by reference to the text of the Renewed and Amended Credit Agreement.

Item 2.02 Results of Operations and Financial Condition.

On April 27, 2005, Astronics Corporation issued a news release announcing its financial results for the quarter ended April 2, 2005. A copy of this news release is attached as Exhibit 99.1.

The information contained herein and in the accompanying exhibit shall not be incorporated by reference into any filing of the Registrant, whether made before or after the date hereof, regardless of any general incorporation language in such filing. The information in this report, including the exhibit hereto, shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section or Sections 11 and 12(a)(2) of the Securities Act of 1933, as amended.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

Exhibit

Number

Description

10.1	Form of Indemnification Agreement
99.1	Press Release of Astronics Corporation dated April 27, 2005.

SIGNATURES

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 thereunto duly authorized.

ASTRONICS CORPORATION

Date: April 29, 2005

By: /s/ David C. Burney
David C. Burney
Vice President Finance, Chief
Financial Officer

EXHIBIT INDEX

**Exhibit
Number**

Description

10.1 Form of Indemnification Agreement

99.1 Press Release of Astronics Corporation dated April 27, 2005

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is made as of the 28th day of April, 2005 by and between Astronics Corporation, a New York corporation (the "Corporation") and «Name» ("Indemnitee"), a director, officer or key employee of the Corporation.

WITNESSETH:

WHEREAS, it is essential to the Corporation to retain and attract directors, officers and key employees who are the most capable persons available;

WHEREAS, the Indemnitee is serving or has agreed to serve as a director, officer or key employee of the Corporation and in such capacity will render valuable services to the Corporation;

WHEREAS, the substantial increase in corporate litigation subjects directors, officers and key employees to expensive litigation risks at the same time that the availability of directors' and officers' liability insurance and fiduciary insurance has been severely limited;

WHEREAS, it is now, and has always been, the express policy of the Corporation to indemnify its directors, officers and key employees so as to provide them with the maximum possible protection permitted by law; and

WHEREAS, Indemnitee may not be willing to serve or to continue to serve as a director, officer or key employee without adequate protection, and the Corporation desires Indemnitee to continue to serve in such capacity.

NOW, THEREFORE, in consideration of the Indemnitee's continued service as a director, officer or key employee of the Corporation, the Corporation and Indemnitee do hereby agree as follows:

1. **Agreement to Serve.** Indemnitee agrees to continue to serve as a director, officer or key employee of the Corporation for so long as he or she is duly elected or appointed or until such time as he or she tenders his or her resignation in writing. This provision is not a guarantee of employment.

2. **Definitions.** As used in this Agreement:

(a) The term "Proceeding" shall include any threatened, pending, or completed action, suit, or proceeding, whether brought by or in the right of the Corporation or one of its subsidiaries or otherwise, and whether of a civil, criminal, administrative, or investigative nature, in which Indemnitee is or was a party or is threatened to be made a party by reason of the fact that Indemnitee is or was a director, officer or employee of the Corporation (or any subsidiary of the Corporation), or is or was serving at the request of the Corporation as a director, officer, employee, member, manager, trustee, agent, or fiduciary of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise.

(b) The term "Expenses" shall include, without limitation, expenses of investigation, judicial or administrative proceedings or appeals, amounts paid in settlement by or on behalf of Indemnitee, attorneys' fees and disbursements, experts' fees and disbursements and any expenses of establishing a right to indemnification under Paragraph 7 of this Agreement.

(c) References to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on Indemnitee with respect to any employee benefit plan; references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, agent, or fiduciary with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Corporation" as referred to in this Agreement.

3. **Indemnity in Third-Party Proceedings.** The Corporation shall indemnify Indemnitee in accordance with the provisions of this Paragraph 3, against all Expenses, judgments, fines, and penalties actually and reasonably incurred by Indemnitee in connection with the defense or settlement of any Proceeding (other than a Proceeding by or in the right of the Corporation to procure a judgment in its favor) if Indemnitee acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, in the case of a criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any such Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal proceeding, that Indemnitee did not have reasonable cause to believe that his or her conduct was unlawful.

4. **Indemnity in Proceedings By or In the Right of the Corporation .** The Corporation shall indemnify Indemnitee, in accordance with the provisions of this Paragraph 4, against all Expenses actually and reasonably incurred by Indemnitee in connection with the defense or settlement of any Proceeding by or in the right of the Corporation to procure a judgment in its favor, including the amount of the judgment or settlement, if Indemnitee acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, that no indemnification for Expenses shall be made under this Paragraph 4 in respect of any claim, issue, or matter as to which Indemnitee shall have been adjudged to be liable to the Corporation unless and only to the extent that the court in which such Proceeding was brought, or, if no action was brought, any court of competent jurisdiction, determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for the Expenses and the amount of the judgment or settlement which the court shall deem proper.

5. **Indemnification of Expenses of Successful Party.** Notwithstanding any other provision of this Agreement, to the extent that Indemnitee has been successful on the merits or otherwise, in defense of any Proceeding, or in defense of any claim, issue, or matter therein, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee in connection therewith to the fullest extent permitted by New York Law.

6. **Advances of Expenses.** At the written request of Indemnitee, the Expenses actually and reasonably incurred by Indemnitee in any Proceeding shall be paid by the Corporation in advance of the final disposition of such Proceeding and within 30 days after request therefor. Indemnitee will repay any such Expenses that are advanced under this Paragraph 6 if it is ultimately determined, in a final, non-appealable judgment rendered by the court of last resort (or by a lower court if not timely appealed), that Indemnitee is not entitled to be indemnified against such Expenses. This undertaking by Indemnitee is an unlimited general undertaking but no security for such undertaking will be required. If the Corporation makes an advance of expenses pursuant to this Paragraph 6, the Corporation shall be subrogated to every right of recovery Indemnitee may have against any insurance carrier from whom the Corporation has purchased insurance for such purpose.

7. **Right of Indemnitee to Indemnification Upon Application; Procedure Upon Application .**

(a) Subject to Paragraph 8 of this Agreement, Indemnitee will be presumed to be entitled to indemnification under this Agreement. The burden of proving that indemnification or advances of Expenses are not appropriate shall be on the Corporation.

(b) Any indemnification under Paragraphs 3 and 4 (other than the advancement of Expenses) shall be paid by the Corporation no later than 30 days after receipt of the written request of Indemnitee, unless a determination is made within the 30-day period by (i) the Board of Directors by a majority vote of directors who are not and were not parties to the Proceeding in respect of which indemnification is being sought ("Disinterested Directors"), (ii) a committee of the Board of Directors comprised of Disinterested Directors or (iii) independent legal counsel in a written opinion (which counsel shall be appointed by a vote of the Disinterested Directors), that Indemnitee has not met the relevant standards for indemnification set forth in Paragraphs 3 and 4. If requested by the Indemnitee in writing, any such determination shall be made by independent legal counsel not previously employed by the Corporation or any Affiliate thereof ("Affiliate" having the meaning defined in Rule 144 promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended).

(c) Indemnitee will be entitled to a hearing before the Board of Directors of Corporation or the Disinterested Directors and/or any other person or persons making a determination and evaluation under Paragraph 7(b). Indemnitee will be entitled to be represented by counsel at such hearing. The cost of any determination and evaluation under Paragraph 7(b) (including attorneys' fees and other expenses incurred by Indemnitee in preparing for and attending the hearing contemplated by Paragraph 7 and otherwise in connection with the determination and evaluation under Paragraph 7) will be borne by the Corporation.

(d) The right to indemnification or advancement of Expenses as provided by this Agreement shall be enforceable by Indemnitee in any court of competent jurisdiction. Neither the failure of the Corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that Indemnitee has met the applicable standard of conduct nor an actual determination by the Corporation (including its Board of Directors or independent legal counsel) that Indemnitee has not met such standard shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct. Indemnitee's Expenses actually and reasonably incurred in connection with successfully establishing his or her right to indemnification or advances, in whole or in part, shall also be indemnified by the Corporation.

(e) With respect to any Proceeding for which indemnification is requested, the Corporation will be entitled to participate therein at its own expense and, except as otherwise provided below, the Corporation may assume the defense thereof, with counsel satisfactory to Indemnitee. After notice from the Corporation to Indemnitee of its election to assume the defense of a Proceeding, the Corporation will not be liable to Indemnitee under this Agreement for any Expenses subsequently incurred by Indemnitee in connection with the defense thereof, other than as provided below. The Corporation shall not settle any Proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Indemnitee shall have the right to employ counsel in any Proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense of the Proceeding shall be at the expense of Indemnitee, unless (i) the employment of counsel by Indemnitee has been authorized by the Corporation, (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and Indemnitee in the conduct of the defense of a Proceeding, or (iii) the Corporation shall not in fact have employed counsel to assume the defense of a Proceeding, in each of which cases the fees and expenses of Indemnitee's counsel shall be advanced by the Corporation. Notwithstanding the foregoing, the Corporation shall not be entitled to assume the defense of any Proceeding brought by or in the right of the Corporation.

(f) The Corporation shall pay to Indemnitee, at the time payments are made to Indemnitee for Expenses, judgments, fines or penalties pursuant to this Agreement, an additional payment (the "Gross Up Amount") such that after payment of all taxes, if any, on payments so made, including the amount of the Gross Up Amount, Indemnitee retains an amount equal to the amount to be received.

8. **Limitation on Indemnification.** No payment pursuant to this Agreement shall be made by the Corporation:

(a) to indemnify or advance funds to Indemnitee for Expenses with respect to Proceedings initiated or brought or joined in voluntarily by Indemnitee and not by way of defense, except with respect to Proceedings brought to establish or enforce a right to indemnification or advancement of Expenses under this Agreement or as otherwise required by New York law, but such indemnification or advancement of Expenses may be provided by the Corporation in specific cases if the Board of Directors finds it to be appropriate;

(b) to indemnify Indemnitee for any Expenses, judgments, fines or penalties sustained in any Proceeding for which payment is actually made to Indemnitee under a valid and collectible insurance policy, except in respect of any excess beyond the amount of payment under such insurance;

(c) to indemnify Indemnitee for any Expenses, judgments, fines or penalties sustained in any Proceeding for an accounting of profits made from the purchase or sale by Indemnitee of securities of the Corporation pursuant to the provisions of § 16(b) of the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder and amendments thereto or similar provisions of any federal, state, or local statutory law; or

(d) if a court of competent jurisdiction finally determines that such payment hereunder is unlawful.

9. **Indemnification Hereunder Not Exclusive.** The indemnification and advancement of Expenses provided by this Agreement shall not be deemed exclusive of any other rights to which indemnitee may be entitled under the Certificate of Incorporation or the By-Laws of the Corporation, any agreement, any vote of stockholders or disinterested Directors, the Business Corporation Law of the State of New York, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. To the extent the provisions of this Agreement conflict with the provisions regarding indemnification and advancement of Expenses in the By-Laws of the Corporation, this Agreement will control. The indemnification provided by this Agreement shall continue as to Indemnitee even though he or she may have ceased to be a director, officer or key employee and shall inure to the benefit of the heirs and personal representatives of Indemnitee.

10. **Partial Indemnification.** If Indemnitee is entitled under any provision of this Agreement to indemnification by the Corporation for a portion of the Expenses, judgments, fines or penalties actually and reasonably incurred by him or her in any Proceeding but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify Indemnitee for the portion of such Expenses, judgments, fines or penalties to which Indemnitee is entitled.

11. **Indemnification of Indemnitee's Estate.** Notwithstanding any other provision of this Agreement, and regardless whether indemnification of the Indemnitee would be permitted and/or required under this Agreement, if the Indemnitee is deceased, the Corporation shall indemnify and hold harmless the Indemnitee's estate, spouse, heirs, administrators, personal representatives and executors (collectively the "Indemnitee's Estate") against, and the Corporation shall assume, any and all claims, damages, Expenses, penalties, judgments and fines actually incurred by the Indemnitee or the Indemnitee's Estate in connection with the investigation, defense, settlement or appeal of any Proceeding. Indemnification of the Indemnitee's Estate pursuant to this Section 11 shall be mandatory and not require any determination or finding that the Indemnitee's conduct satisfied a particular standard of conduct.

12. **Spousal Indemnification**. The indemnifications, benefits and obligations of this Agreement shall extend to the spouse of an Indemnitee in the event that the spouse is made a party to a Proceeding or collection, execution or enforcement efforts arising from a Proceeding.

13. **Limitation of Actions and Release of Claims**. No proceeding shall be brought and no cause of action shall be asserted by or on behalf of the Corporation or any subsidiary against the Indemnitee, his or her spouse, heirs, estate, executors or administrators after the expiration of one year from the act or omission of the Indemnitee upon which such proceeding is based; however, in a case where the Indemnitee fraudulently conceals the facts underlying such cause of action, no proceeding shall be brought and no cause of action shall be asserted after the expiration of one year from the earlier of (i) the date the Corporation or any subsidiary of the Corporation discovers such facts, or (ii) the date the Corporation or any subsidiary of the Corporation could have discovered such facts by the exercise of reasonable diligence. Any claim or cause of action of the Corporation or any subsidiary of the Corporation, including claims predicated upon the act or omission of the Indemnitee, shall be extinguished and deemed released unless asserted by filing of a legal action within such period. This section shall not apply to any cause of action which has accrued on the date hereof and of which the indemnitee is aware on the date hereof, but as to which the Corporation has no actual knowledge apart from the Indemnitee's knowledge.

14. **Maintenance of Liability Insurance**.

(a) The Corporation hereby covenants and agrees that, as long as Indemnitee continues to serve as a director, officer or key employee of the Corporation and thereafter as long as Indemnitee may be subject to any Proceeding, the Corporation, subject to subsection (c) below, shall maintain in full force and effect directors' and officers' liability insurance ("D&O Insurance") in reasonable amounts from established and reputable insurers.

(b) In all D&O Insurance policies, Indemnitee shall be named as an insured in such a manner as to provide the Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Corporation's directors and officers.

(c) Notwithstanding the foregoing, the Corporation shall have no obligation to obtain or maintain D&O Insurance if the Corporation determines in good faith that such insurance is not reasonably available, the premium costs for such insurance are disproportionate to the amount of coverage provided, the coverage provided by such insurance is so limited by exclusions that it provides an insufficient benefit, or Indemnitee is covered by similar insurance maintained by a subsidiary of the Corporation.

15. **Savings Clause**. If this Agreement or any portion hereof is invalidated on any ground by any court of competent jurisdiction, the Corporation shall nevertheless indemnify Indemnitee to the extent permitted by any applicable portion of this Agreement that has not been invalidated or by any other applicable law.

16. **Notice**. Indemnitee shall, as a condition precedent to his or her right to be indemnified under this Agreement, give to the Corporation notice in writing as soon as practicable of any Proceeding for which indemnity will or could be sought under this Agreement. Notice to the Corporation shall be directed to Astronics Corporation, 130 Commerce Way, East Aurora, New York 14052, Attention: Corporate Secretary (or such other address as the Corporation shall designate in writing to Indemnitee). Notice shall be deemed received three days after the date postmarked if sent by prepaid mail, properly addressed. In addition, Indemnitee shall give the Corporation such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which shall be deemed to constitute one and the same instrument.
18. **Applicable Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York
19. **Successors and Assigns.** This Agreement shall be binding upon the Corporation and its successors and assigns.
20. **Amendments.** No amendment, waiver, modification, termination, or cancellation of this Agreement shall be effective unless in writing signed by both parties hereto. The indemnification rights afforded to Indemnitee hereby are contract rights and may not be diminished, eliminated, or otherwise affected by amendments to the Certificate of Incorporation or Bylaws of the Corporation or by other agreements.
21. **Cessation of Employment.** The benefits of this Agreement shall extend to and include officers, directors and key employees of the Corporation who retire or cease their employment with the Corporation.
22. **Prior Agreements.** This Agreement replaces and supersedes all prior agreements dealing with the same subject matter as this Agreement.
23. **Cooperation and Interest.** The Corporation shall cooperate in good faith with the Indemnitee and use its best efforts to ensure that the Indemnitee is indemnified and/or reimbursed for liabilities described in this Agreement to the fullest extent permitted by law.
24. **Effective Date.** The provisions of this Agreement shall cover claims, actions, suits and proceedings, whether now pending or hereafter commenced, and shall be retroactive to cover acts or omissions or alleged acts or omissions which heretofore have taken place.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and signed as of the day and year first above written.

Attest:

ASTRONICS CORPORATION

Secretary

By: _____
Name
Title

Indemnitee

Astronics Corporation • 130 Commerce Way • East Aurora, NY • 14052-2191

For more information contact:

David C. Burney, Chief Financial Officer

Phone: (716) 805-1599, ext. 159

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FOR IMMEDIATE RELEASE

Astronics Corp. Reports 75% Increase in First Quarter Revenue

- **Acquisition drives growth in revenue**
- **Net Income increases by 169%**

EAST AURORA, NY, April 27, 2005 - Astronics Corporation (NASDAQ: ATRO), a leader in advanced, high-performance lighting, electronics and electrical power systems for the global aerospace industry, reported revenue of \$15.7 million in the first quarter of 2005, up \$6.7 million compared with the first quarter of 2004. Net income more than doubled, to \$609 thousand for the quarter compared with net income of \$226 thousand in the same period last year. Diluted earnings per share grew to \$.08 from \$.03 in the first quarter of 2004. First quarter results include Astronics Advanced Electronic Systems (AES), which was acquired on February 3, 2005. AES had sales in the quarter of \$4.8 million. Organic sales grew 21% year-over-year, contributing \$1.9 million to the overall increase.

Peter Gundermann, President and CEO of Astronics, commented, "The first quarter saw brisk demand and was solidly profitable despite continued high engineering and development costs. We are particularly satisfied with Astronics AES, which had a very strong and profitable quarter."

Engineering and development costs excluding AES were \$1.5 million for the first quarter, up \$500 thousand compared with the 2004 first quarter. This level of costs remained in line with expenditure levels during the second half of 2004.

Sales to the commercial transport market in the first quarter 2005 were \$6.2 million, making up 39% of the total sales. Business jet market sales were \$4.0 million or 26% of the total, and military aerospace sales were 33% of total sales, or \$5.1 million this quarter. Mr. Gundermann added, "As a result of the AES acquisition, our mix of sales to each market will be different than it has been historically. In recent years, military aerospace has been Astronics' dominant market. We expect a more balanced distribution in the future, and the first quarter results support this."

The higher level of debt at the end of the first quarter reflects the acquisition of AES from General Dynamics on February 3, 2005, for \$13 million using a combination of available cash and the Company's line of credit. The Company is in the final stages of establishing a larger credit facility with a line of \$15 million, increasing from the current level of \$8 million.

Capital expenditures for the quarter were \$551 thousand, an increase of \$461 thousand over first quarter 2004 levels, due to the expansion of production capacity and capabilities. Depreciation and amortization expense was \$616 thousand, an increase of \$293 thousand in the first quarter of 2004.

- MORE -

Astronics Corp. Reports First Quarter Increases April 27, 2005

Backlog, or firm purchase orders for production, increased to \$72.3 million including \$45.0 million associated with AES. Backlog at the end of the fourth quarter of 2004 was \$27 million. Bookings, or orders received, were \$14.9 million for the quarter, trailing shipments by a small margin.

"We are pleased with the momentum created in the first quarter," said Gundermann. "We anticipate we will have higher engineering and development costs in the second quarter which will likely impact profits. However, we believe that these costs will decline in the second half of the year. We also anticipate stronger sales for the second half of the year as deliveries begin on three major programs: the night vision program for the Korean F-16 fleet, the power conditioning program for the Tactical Tomahawk cruise missile, and the power distribution program for Panasonic Avionics Systems. We continue to anticipate revenue in the range of \$70 million for the year with approximately \$40 million recognized in the latter half."

Webcast and Conference Call

The Astronics' conference call can be accessed the following ways:

- The live webcast can be found at <http://www.astronics.com>. Participants should go to the website 10 - 15 minutes prior to the scheduled conference in order to register and download any necessary audio software.
- The teleconference can be accessed by dialing (303) 262-2194 approximately 5 - 10 minutes prior to the call.

To listen to the archived call:

- The archived webcast will be at <http://www.astronics.com>. A transcript will also be posted once available.
- A replay can also be heard by calling (303) 590-3000, and entering passcode 11027903#. The telephonic replay will be available through Friday, May 6, 2005 at 11:59 p.m. ET.

ABOUT ASTRONICS CORPORATION

Astronics Corporation is a leader in advanced, high-performance lighting, electrical power generation, control and distribution systems for the global aerospace industry. Its strategy is to expand the value and content it provides to various aircraft platforms through product development and acquisition. Astronics Corporation, and its wholly-owned subsidiaries Astronics Advanced Electronic Systems Corp. and Luminescent Systems Inc., have a reputation for high quality designs, exceptional responsiveness, strong brand recognition and best-in-class manufacturing practices.

For more information on Astronics and its products, visit its website at www.Astronics.com.

Safe Harbor Statement

This press release contains forward-looking statements as defined by the Securities Exchange Act of 1934. One can identify these forward-looking statements by the use of the words "expect," "anticipate," "plan," "may," "will," "estimate" or other similar expression. Because such statements apply to future events, they are subject to risks and uncertainties that could cause the actual results to differ materially from those contemplated by the statements. Important factors that could cause actual results to differ materially include the state of the aerospace industry, the market acceptance of newly developed products, the ability to cross sell products and expand markets, internal production capabilities, the timing of orders received, the status of customer projects, customer preferences, and other factors which are described in filings by Astronics with the Securities and Exchange Commission. The Company assumes no obligation to update forward-looking information in this press release whether to reflect changed assumptions, the occurrence of unanticipated events or changes in future operating results, financial conditions or prospects, or otherwise.

FINANCIAL TABLES FOLLOW.

- MORE -

Astronics Corp. (NASDAQ: ATRO) Reports First Quarter Increases
April 27, 2005

ASTRONICS CORPORATION
CONSOLIDATED INCOME STATEMENT DATA
(unaudited)

(in thousands except per share data)

	Three months ended	
	4/2/2005	4/3/2004
Sales	\$ 15,656	\$ 8,969
Cost of products sold	12,363	7,281
Selling general and administrative	2,207	1,267
Interest expense	126	57
Income before tax	960	364
Income taxes	351	138
Net Income	<u>\$ 609</u>	<u>\$ 226</u>
Basic earnings per share:	\$ 0.08	\$ 0.03
Diluted earnings per share:	\$ 0.08	\$ 0.03
Weighted average diluted shares outstanding	7,900	7,815

ASTRONICS CORPORATION
CONSOLIDATED BALANCE SHEET DATA
(unaudited)

(in thousands)

	4/2/2005	12/31/2004
<u>ASSETS:</u>		
Cash and cash equivalents	\$ 2,915	\$ 8,476
Short -term investments	-	1,000
Accounts receivable	13,202	5,880
Inventories	15,390	7,110
Prepaid expenses	1,054	1,356
Deferred income taxes	660	660
Property, plant and equipment, net	21,095	15,221
Other assets	6,066	5,533
Total Assets	<u>\$ 60,382</u>	<u>\$ 45,236</u>
<u>LIABILITIES AND SHAREHOLDERS' EQUITY:</u>		
Current maturities of long term debt	\$ 905	\$ 908
Note payable	7,000	-
Accounts payable and accrued expenses	12,081	4,937
Net current liabilities of discontinued operations	396	533
Long-term debt	11,079	11,154
Other liabilities	5,630	5,044
Shareholders' equity	23,291	22,660
Total liabilities and shareholders' equity	<u>\$ 60,382</u>	<u>\$ 45,236</u>

MORE

Astronics Corp. (NASDAQ: ATRO) Reports First Quarter Increases
April 27, 2005

ASTRONICS CORPORATION
ORDER AND BACKLOG TREND

(\$, in thousands)

	Q104 4/3/04	Q204 7/3/04	Q304 10/2/04	Q404 12/31/04	FY 12/31/04	Q105 4/2/05
Bookings	\$ 13,270	\$ 8,300	\$ 11,700	\$ 9,862	\$ 43,132	\$ 14,868
Backlog	\$ 23,030	\$ 22,300	\$ 25,600	\$ 27,170	\$ 27,170	\$ 72,292
Book:Bill Ratio	1.48	0.93	1.38	1.18	1.24	0.95

ASTRONICS CORPORATION
NET SALES BY MARKET

(\$, in thousands)

	Three Months Ended		
	4/2/2005	4/3/2004	% change
Military	\$ 5,095	\$ 4,234	20.34%
Commercial Transport	6,162	1,873	228.99%
Business Jet	4,004	2,480	61.45%
Other	395	382	3.40%
Total	\$ 15,656	\$ 8,969	74.56%

ASTRONICS CORPORATION
NET SALES BY PRODUCT

(\$, in thousands)

	Three Months Ended		
	4/2/2005	4/3/2004	% change
Cockpit Lighting	\$ 6,720	\$ 4,747	41.56%
Cabin Power & Data	2,992	-	NA
Airframe Power	1,840	-	NA
External Lighting	1,972	2,067	-4.60%
Cabin Lighting	1,737	1,773	-2.03%
Other	395	382	3.40%
Total	\$ 15,656	\$ 8,969	74.56%

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