

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Astronics Corporation
(Name of Issuer)

Common Stock, \$0.01 par value
Class B Common Stock, \$0.01 par value
(Title of Class of Securities)

046433108
046433207
(CUSIP Number)

5096 SARANAC LLC
Kevin T. Keane
1801 Elmwood Avenue, Suite 1
Buffalo, New York 14207-2463
(716) 863-1110
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 7, 2017
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box. []

(Page 1 of 8 Pages)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSON 5096 SARANAC LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED <input type="checkbox"/> PURSUANT TO ITEMS 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION State of Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,300,269 shares of Class B Common Stock
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,300,269 shares of Class B Common Stock
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 1,300,269 shares of Class B Common Stock	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.6% of the outstanding shares of Class B Common Stock 13.6% of the aggregate voting power of the outstanding shares of Common Stock and Class B Common Stock 4.5% of the economic interest of the outstanding shares of Common Stock and Class B Common Stock	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Kevin T. Keane	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF/OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED <input type="checkbox"/> PURSUANT TO ITEMS 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 100,092 shares of Common Stock ¹ 638,594 shares of Class B Common Stock ²
	8	SHARED VOTING POWER 1,300,269 shares of Class B Common Stock
	9	SOLE DISPOSITIVE POWER 100,092 shares of Common Stock ¹ 638,594 shares of Class B Common Stock ²
	10	SHARED DISPOSITIVE POWER 1,300,269 shares of Class B Common Stock
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 100,092 shares of Common Stock ¹ 1,938,863 shares of Class B Common Stock ²	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.5% of the outstanding shares of Common Stock 26.2% of the outstanding shares of Class B Common Stock 20.3% of the aggregate voting power of the outstanding shares of Common Stock and Class B Common Stock 7.0% of the economic interest of the outstanding shares of Common Stock and Class B Common Stock	
14	TYPE OF REPORTING PERSON IN	

¹ Includes 58,120 shares of Common Stock owned by, or held in trust for the benefit of, the Reporting Person's wife and 13,000 shares of Common Stock issuable upon exercise of options.

² Includes 192,275 shares of Class B Common Stock owned by, or held in trust for the benefit of, the Reporting Person's wife and 2,742 shares of Class B Common Stock issuable upon exercise of options.

1	NAME OF REPORTING PERSON Daniel G. Keane	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO (See Item 3)	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED <input type="checkbox"/> PURSUANT TO ITEMS 2(d) or 2(e)	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 1,300,269 shares of Class B Common Stock
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 1,300,269 shares of Class B Common Stock
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 1,300,269 shares of Class B Common Stock	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 17.6% of the outstanding shares of Class B Common Stock 13.6% of the aggregate voting power of the outstanding shares of Common Stock and Class B Common Stock 4.5% of the economic interest of the outstanding shares of Common Stock and Class B Common Stock	
14	TYPE OF REPORTING PERSON OO	

This Amendment No. 1 ("Amendment No. 1") amends the statement on Schedule 13D filed on January 21, 2016 (the "Original Schedule 13D", and as amended hereby, the "Schedule 13D") with respect to the (i) shares of common stock, par value \$0.01 per share (the "Common Stock"), of Astronics Corporation, a New York corporation (the "Issuer"), and (ii) shares of class B common stock, par value \$0.01 per share (the "Class B Common Stock"), of the Issuer. Capitalized terms used herein and not otherwise defined in this Amendment No. 1 have the meanings set forth in the Schedule 13D. This Amendment No. 1 amends Items 2, 3, 4, 5 and 6 as set forth below.

Item 2. IDENTITY AND BACKGROUND

Item 2 of the Schedule 13D is hereby amended and restated as follows:

(a) This Schedule 13D is filed by:

(i) 5096 SARANAC LLC (the "LLC"), with respect to the shares of Class B Common Stock directly held by it;

(ii) Kevin T. Keane ("Mr. K. Keane"), with respect to the shares of Common Stock and Class B Common Stock held by him directly and held by him indirectly through the LLC in his capacity as co-manager of the LLC, as well as the Common Stock and Class B Common Stock owned by, or held in trust for the benefit of, his wife; and

(iii) Daniel G. Keane ("Mr. D. Keane"), with respect to the shares of Class B Common Stock held by him indirectly through the LLC in his capacity as co-manager of the LLC.

The foregoing persons are hereinafter sometimes collectively referred to as the "Reporting Persons."

The foregoing should not be construed in and of itself as an admission by any Reporting Person as to beneficial ownership of shares of Common Stock held by the other Reporting Person. In addition, Mr. K. Keane disclaims any beneficial ownership of shares owned by, or held in trust for the benefit of, his wife.

(b) The business address of the Reporting Persons is 1801 Elmwood Avenue, Suite 1, Buffalo, New York 14207-2463.

(c) The principal occupation of (i) the LLC is to serve as a holding company of shares of Class B Common Stock, (ii) Mr. K. Keane is to serve as the Chairman of the Board of Directors of the Issuer and (iii) Mr. D. Keane is to serve as a director, the President and the Chief Executive Officer of Mod-Pac Corp., a New York corporation.

(d) & (e) During the last five years, none of the Reporting Persons has been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining further violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The LLC is a Delaware limited liability company. Each Mr. K. Keane and Mr. D. Keane is a United States citizen.

Item 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Item 3 of the Schedule 13D is hereby supplemented by the addition of the following:

On October 11, 2016, pursuant to a three-for-twenty distribution of Class B Stock to holders of both Common and Class B Stock on the record date of October 11, 2016 (the "2016 Distribution"), the Issuer issued: (i) 36,197 shares of Class B Common Stock to Mr. K. Keane, (ii) 32,660 shares of Class B Common Stock to Mr. K. Keane's wife, (iii) 195,040 shares of Class B Common Stock to the KTK 2016 Trust and (iv) options to purchase an aggregate of 1,532 shares of Class B Common Stock to Mr. K. Keane.

Mr. K. Keane, as trustee of the KTK 2016 Trust, made the following transfers on behalf of the KTK 2016 Trust: (i) 1,300,269 shares of Class B Common Stock were transferred from the KTK 2016 Trust to the LLC in exchange for 100% of the LLC's membership interests and (ii) 195,040 shares of Common Stock were transferred to Mr. K. Keane's personal account in partial payment of his annuity payment under the KTK 2016 GRAT.

Item 4. PURPOSE OF TRANSACTION

Item 4 of the Schedule 13D is hereby supplemented by the addition of the following:

On April 7, 2017, Mr. K. Keane, who serves as the Chairman of the Board of Directors of the Issuer, as trustee of the KTK 2016 Trust, transferred: (i) 1,300,269 shares of Class B Common Stock from the KTK 2016 Trust to the LLC in exchange for 100% of the LLC's membership interests and (ii) 195,040 shares of Class B Common Stock from the KTK 2016 Trust to his personal account. The KTK 2016 Trust then transferred 49.6436% of the LLC's membership interests from the KTK 2016 Trust to Mr. K. Keane's personal account in payment of the balance of his annuity payment under the KTK GRAT 2016 and Mr. K. Keane then transferred 49.6436% of the LLC's membership interests for no consideration from Mr. K. Keane's personal account to the Kevin T. Keane 2017 GRAT (the "KTK 2017 Trust" and together with the KTK 2016 Trust, the "KTK Trusts"). Mr. K. Keane serves as the sole trustee of each KTK Trust and is the sole beneficiary of each of the KTK Trusts' annuity payments. As trustee of each KTK Trust, Mr. K. Keane may sell each trust's assets, vote the trust's assets and/or take any action with respect to the investment of such trust's assets. Mr. K. Keane and Mr. D. Keane serve as the managers of the LLC and as managers of the LLC, Mr. K. Keane and Mr. D. Keane may sell the LLC's assets, vote LLC's assets and/or take any action with respect to the investment of the LLC's assets, except that Mr. D. Keane has the sole power and authority to effect distributions of the LLC's assets, liquidate, wind-up and dissolve the LLC and amend the provisions of the limited liability company operating agreement of the LLC governing the foregoing.

Item 5. INTEREST IN SECURITIES OF THE ISSUER

Item 5 of the Schedule 13D is hereby amended and restated as follows:

- (a) See rows (11) and (13) of the cover pages to this Schedule 13D for the aggregate number of shares of Common Stock and Class B Common Stock and percentages of the Common Stock and Class B Common Stock beneficially owned by each of the Reporting Persons. The percentages reported in this Schedule 13D are calculated based upon the 21,691,969 shares of Common Stock and the 7,405,750 shares of Class B Common Stock outstanding as of February 17, 2017, as reported in the Issuer's Annual Report on Form 10-K for the fiscal year ended December 31, 2016 filed with the SEC on February 24, 2017.

- (b) See rows (7) through (10) of the cover pages to this Schedule 13D for the number of shares of Common Stock and Class B Common Stock as to which each Reporting Person has the sole or shared power to vote or direct the vote and sole or shared power to dispose or to direct the disposition.
- (c) Except as described herein, none of the Reporting Persons have effected any transaction in the Issuer's stock during the past 60 days.
- (d) No person is known by the Reporting Persons to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any shares of Common Stock or Class B Common Stock beneficially owned by the Reporting Persons.
- (e) Not applicable.

Item 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Item 6 of the Schedule 13D is hereby supplemented by the addition of the following:

Pursuant to the 2016 Distribution, the Issuer issued options to purchase shares of Common Stock to Mr. K. Keane, which have all vested to date. Following is a summary of the terms of such options:

Date of Grant	Number of Shares	Purchase Price Per Share	Expiration Date
10/11/2016	414 shares of Class B Common Stock	\$41.18	03/03/2024
10/11/2016	518 shares of Class B Common Stock	\$52.76	03/10/2025
10/11/2016	600 shares of Class B Common Stock	\$26.37	02/26/2026

In addition, since the filing of the Original Schedule 13D, the Issuer issued the following options to purchase shares of Common Stock to Mr. K. Keane pursuant to a stock option agreement dated February 26, 2016 (the "2016 KTK Grant Option Agreement"), which options have all vested to date, and a stock option agreement dated March 7, 2017 (the "2017 KTK Grant Option Agreement"), which options will vest on September 7, 2017:

Date of Grant	Number of Shares	Purchase Price Per Share	Expiration Date
02/26/2016	4,000 shares of Common Stock	\$26.37 (adjusted to give effect to the 2016 Distribution)	02/26/2026
03/07/2017	4,000 shares of Common Stock	\$32.77	03/07/2027

The 2016 KTK Grant Option Agreement and the 2017 KTK Grant Option Agreement are attached hereto as Exhibit 5 and Exhibit 6, respectively. Any descriptions set forth herein of the terms and conditions of the 2016 KTK Grant Option Agreement and the 2017 KTK Grant Option Agreement are qualified in their entirety by reference to such agreements, which are incorporated herein by reference.

The Reporting Persons also entered into a Joint Filing Agreement which is attached hereto as Exhibit 7

Item 7. MATERIAL TO BE FILED AS EXHIBITS

Item 7 of the Schedule 13D is hereby supplemented by the addition of the following:

Exhibit 5: 2016 KTK Grant Option Agreement.

Exhibit 6: 2017 KTK Grant Option Agreement.

Exhibit 7: Joint Filing Agreement as required by Rule 13d-1(k)(1) under the Act.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: April 10, 2017

5096 SARANAC LLC

By: /s/ Kevin T. Keane
Name: Kevin T. Keane
Title: Manager

/s/ Kevin T. Keane
KEVIN T. KEANE

/s/ Daniel G. Keane
DANIEL G. KEANE

ASTRONICS CORPORATION
2005 DIRECTOR STOCK OPTION AGREEMENT

Option No. 114

Optionee: Kevin T. Keane

Number of Shares Optioned: 4,000

Date of Grant: February 26, 2016

Option Price Per Share: \$30.32

Agreement Date: February 26, 2016

Expiration Date: February 26, 2026

AGREEMENT, made and entered into as of the Agreement Date stated above, by and between ASTRONICS CORPORATION, a New York corporation ("Optionor"), and the Optionee named above, a director of the Optionor;

WITNESSETH THAT WHEREAS:

A. It is in the interest of Optionor, its shareholders and its subsidiaries to encourage and enable outside directors whose judgment, initiative and effort may be expected to directly and significantly influence the growth and profitability of Optionor, to acquire and retain a proprietary interest in Optionor by ownership of its stock; and

B. Optionee is a director of Optionor, but not an officer or employee of Optionor or any of its subsidiary corporations; and

C. On December 14, 2004, the Board of Directors approved the 2005 Director Stock Option Plan (the "Plan"), which was thereafter approved by the shareholders on April 28, 2005. Pursuant to the Plan, certain directors could be granted options to purchase authorized and unissued shares of Common Stock of the Optionor (or treasury shares at the Optionor's discretion), such option to be granted to Optionee in such amounts as the committee appointed by the Board of Directors to administer the Plan ("Committee") shall determine;

D. The Committee has approved this form of stock option agreement.

NOW, THEREFORE, in consideration of the payment of \$1.00 and other valuable considerations by the Optionee to the Optionor, and of the mutual promises and representations herein contained, it is agreed by and between the parties hereto as follows:

Section 1. Grant of Option. Subject to the terms and conditions of the Plan, Optionor hereby gives and grants to Optionee, an option to purchase the number of shares of the \$.01 par value Common Stock of the Optionor stated above at the option price stated above for each share, which price is not less than 100% of the fair market value of Optionor's Common Stock on the Date of Grant stated above. The price of the shares shall be paid in full by Optionee (or by any other person entitled, pursuant to the terms hereof, to exercise the same) to Optionor at the time of and to the extent of the exercise of this option and before delivery of the stock purchased. Payment shall be made in cash or by certified check, or with the approval of the Committee, shares of Common Stock, or both, such that the aggregate fair market value of the shares (as determined by the

Committee) plus cash equals the total exercise price. Optionee agrees that any exercise shall only be by an instrument in writing.

Section 2. Restricted Stock. Absent advice from legal counsel to the Optionor that the Common Stock is the subject of an effective registration statement filed with the Securities and Exchange Commission, Optionee, exercising an option, shall acquire Common Stock of the Optionor for his own account or investment and not with a view to the resale or distribution thereof and shall make such representations and undertakings in connection therewith as counsel for Optionor may advise as necessary or desirable in connection therewith. The Common Stock issued pursuant to the exercise of an option, if required by legal counsel to the Optionor, shall bear an appropriate legend conforming to this Section.

Section 3. Exercise of Options. Subject to the other provisions of this Agreement and the Plan, the option granted herein may be exercised in one or more full share lots as follows:

- (a) By Optionee during the period that he continues as a director of Optionor, but in no event after ten (10) years from the Date of Grant or the Expiration Date stated above, if sooner. This option shall be deemed exercised, from time to time, upon receipt by Optionor of written notification from Optionee of his exercise of the same.
- (b) This option shall be exercisable only during the thirty (30) day period commencing one week after a press release announcing quarterly or annual results

of operations of the Optionor; but in no event shall it be exercised within the six (6) month period immediately following the Date of Grant.

(c) No option shall be transferable by Optionee, other than by will or the laws of descent and distribution and each option shall be exercisable, during Optionee's lifetime, only by Optionee. No option shall be pledged or hypothecated in any way and no option shall be subject to execution, attachment, or similar process except with the express consent of the Committee.

(d) If Optionee dies or is disabled while serving as a director of Optionor (within the meaning of Section 105(d)(4) of the Internal Revenue Code), this option may be exercised by any person who obtains the rights of Optionee by testamentary transfer or by operation of the laws of descent and distribution of the domicile of Optionee at the date of his death, or the Optionee if disabled, but may be so exercised only to the extent that Optionee himself, on the date of his death, could have exercised the same, and only within a period of twelve (12) months after the date of such death or determination of disability, or the Expiration Date, whichever occurs first.

(e) If the Optionee ceases to be a director of Optionor for any reason other than death or disability, Optionee shall be entitled to exercise this option, at any time during a period of thirty (30) days from the date Optionee ceases to be a director or the Expiration Date, whichever occurs first.

(f) Neither Optionee nor his successor shall have any of the rights of a shareholder of Optionor until the certificates evidencing the shares purchased are properly delivered to such Optionee or his successor.

(g) If the Optionee is determined by the Committee to have committed an act of embezzlement, fraud, dishonesty, deliberate or repeated disregard of the rules of the Optionor, unauthorized disclosure of any of the trade secrets or confidential information of the Optionor, unfair competition with the Optionor, inducement of any customer of the Optionor to breach a contract with the Optionor, inducement of any principal for whom the Optionor acts as agent to terminate such agency relationship or any culpable degree of negligence, then neither the Optionee nor the Optionee's estate shall be entitled to exercise any Option after termination of the Optionee's directorship, whether or not, after termination of such directorship, such Optionee may receive payment from the Optionor for services rendered prior to termination, services for the day on which termination occurs, or other benefits.

Section 4. Compliance with Law. As a condition precedent to the exercise of this option, either in whole or in part, Optionee shall comply with all regulations and requirements of any regulatory authority having control or supervision of the issuance of the Common Stock of Optionor and, in connection therewith, execute any documents Optionor, in its sole discretion, shall deem necessary or advisable.

Section 5. Merger or Consolidation. Subject to any required action by the shareholders, if the Optionor shall be the surviving corporation in any merger or consolidation, any unexercised part of this option shall pertain to and apply to the

securities to which a holder of the number of shares of Common Stock subject to this option would have been entitled. A dissolution or liquidation of Optionor or a merger or consolidation in which Optionor is not the surviving corporation shall cause any unexercised part of this option to terminate, provided that Optionee shall, in such event, have the right immediately prior to such dissolution or liquidation, or merger or consolidation in which Optionor is not the surviving corporation, to exercise this option in whole or in part without regard to any other provisions of the Agreement.

Section 6. Changes in Stock; Stock Dividends. If the Common Stock as presently constituted is changed into or exchanged for a different number or kind of shares of stock or other securities of the Optionor or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, split-up, combination of shares, or otherwise), or if the number of shares of Common Stock shall be increased through the payment of a stock dividend or other distribution, then notwithstanding any other provision of the Plans, there shall be substituted for or added to each share subject to the Plans the number and kind of shares of stock or other securities into which each outstanding share shall be exchanged, or to which each such share shall be entitled, as the case may be. Outstanding options shall also be amended as to price and other terms if necessary to reflect the foregoing events. If there shall be any other change in the number or kind of the outstanding shares, or of any stock or other securities into which it shall have been exchanged, then if the Committee shall, in its sole discretion, determine that such change equitably requires an adjustment in any option theretofore granted or

that may be granted under this Agreement, such adjustment shall be made in accordance with such determination.

Section 7. Adjustments by Board of Directors. To the extent that the adjustments under Sections 5 or 6 relate to stock or securities of Optionor, such adjustments shall be made by the Board of Directors of Optionor whose determination in that respect shall be final, binding and conclusive.

Section 8. No Further Rights. Except as expressly provided in Sections 5 and 6, the Optionee shall have no rights by reason of any subdivision or consolidation of shares of stock of any class or the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class or by reason of any dissolution, liquidation, merger or consolidation, or spin-off of assets or stock of another corporation, and any issue by Optionor of shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to this option.

Section 9. No Effect on Corporate Action. The grant of an option pursuant to the Agreement shall not affect in any way the right or power of Optionor to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, or to merge or to consolidate, or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

Section 10. Compliance with Committee Action. This option shall be subject to the requirement that if at any time the Committee shall determine, in its discretion, that the satisfaction of withholding tax or other withholding liabilities, or that the listing,

registration or qualification of the shares covered hereby upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of or in connection with the granting of this option or the purchase of shares hereunder, this option may not be exercised in whole or in part unless and until such withholding, listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

Section 11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

Section 12. Tax Status. It is intended that the options granted under this Agreement are intended to be options which do not meet the requirements of Section 422A of the Internal Revenue Code, and this Agreement shall in all respects be so interpreted and construed as to be consistent with such intention.

Section 13. Interpretation; Plan Governs. Any dispute or disagreement which should arise under, or as a result of, or in any way relate to, the interpretation, construction or application of the Agreement will be resolved by the Board of Directors of Optionor. Any determination made hereunder shall be final, binding and conclusive for all purposes. If there is any discrepancy between this Agreement and the Plan, the Plan shall govern.

Section 14. No Employment Agreement. The granting of an option to Optionee does not alter in any way the shareholders' or Board of Directors' existing rights to

remove Optionee as a director at any time for any reason, nor does it confer upon Optionee any rights or privileges except as specifically provided for in the Agreement.

IN WITNESS WHEREOF, Optionor has caused this Agreement to be executed by its officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and the Optionee has hereunto set his hand and seal as of the day and year above written.

ASTRONICS CORPORATION

By /s/ Julie M. Davis
Optionor

/s/ Kevin Keane
Optionee

ASTRONICS CORPORATION
2005 DIRECTOR STOCK OPTION AGREEMENT

Option No. 119

Optionee: Kevin T. Keane

Number of Shares Optioned: 4,000

Date of Grant: March 7, 2017

Option Price Per Share: \$32.77

Agreement Date: March 7, 2017

Expiration Date: March 7, 2027

AGREEMENT, made and entered into as of the Agreement Date stated above, by and between ASTRONICS CORPORATION, a New York corporation ("Optionor"), and the Optionee named above, a director of the Optionor;

WITNESSETH THAT WHEREAS:

A. It is in the interest of Optionor, its shareholders and its subsidiaries to encourage and enable outside directors whose judgment, initiative and effort may be expected to directly and significantly influence the growth and profitability of Optionor, to acquire and retain a proprietary interest in Optionor by ownership of its stock; and

B. On December 14, 2004, the Board of Directors approved the 2005 Director Stock Option Plan (the "Plan"), which was thereafter approved by the shareholders on April 28, 2005. Pursuant to the Plan, certain directors could be granted options to purchase authorized and unissued shares of Common Stock of the Optionor (or treasury shares at the Optionor's

discretion), such option to be granted to Optionee in such amounts as the committee appointed by the Board of Directors to administer the Plan ("Committee") shall determine;

C. The Committee has approved this form of stock option agreement.

NOW, THEREFORE, in consideration of the payment of \$1.00 and other valuable considerations by the Optionee to the Optionor, and of the mutual promises and representations herein contained, it is agreed by and between the parties hereto as follows:

Section 1. Grant of Option. Subject to the terms and conditions of the Plan, Optionor hereby gives and grants to Optionee, an option to purchase the number of shares of the \$.01 par value Common Stock of the Optionor stated above at the option price stated above for each share, which price is not less than 100% of the fair market value of Optionor's Common Stock on the Date of Grant stated above. The price of the shares shall be paid in full by Optionee (or by any other person entitled, pursuant to the terms hereof, to exercise the same) to Optionor at the time of and to the extent of the exercise of this option and before delivery of the stock purchased. Payment shall be made in cash or by certified check, or with the approval of the Committee, shares of Common Stock, or both, such that the aggregate fair market value of the shares (as determined by the Committee) plus cash equals the total exercise price. Optionee agrees that any exercise shall only be by an instrument in writing.

Section 2. Restricted Stock. Absent advice from legal counsel to the Optionor that the Common Stock is the subject of an effective registration statement filed with the Securities and Exchange Commission, Optionee, exercising an option, shall acquire Common Stock of the Optionor for his own account or investment and not with a view to the resale or distribution thereof and shall make such representations and undertakings in

connection therewith as counsel for Optionor may advise as necessary or desirable in connection therewith. The Common Stock issued pursuant to the exercise of an option, if required by legal counsel to the Optionor, shall bear an appropriate legend conforming to this Section.

Section 3. Exercise of Options. Subject to the other provisions of this Agreement and the Plan, the option granted herein may be exercised in one or more full share lots as follows:

- (a) By Optionee during the period that he continues as a director of Optionor, but in no event after ten (10) years from the Date of Grant or the Expiration Date stated above, if sooner. This option shall be deemed exercised, from time to time, upon receipt by Optionor of written notification from Optionee of his exercise of the same.
- (b) This option shall be exercisable only during the thirty (30) day period commencing one week after a press release announcing quarterly or annual results of operations of the Optionor; but in no event shall it be exercised within the six (6) month period immediately following the Date of Grant.
- (c) No option shall be transferable by Optionee, other than by will or the laws of descent and distribution and each option shall be exercisable, during Optionee's lifetime, only by Optionee. No option shall be pledged or hypothecated in any way and no option shall be subject to execution, attachment, or similar process except with the express consent of the Committee.
- (d) If Optionee dies or is disabled while serving as a director of Optionor (within the meaning of Section 105(d)(4) of the Internal Revenue Code), this

option may be exercised by any person who obtains the rights of Optionee by testamentary transfer or by operation of the laws of descent and distribution of the domicile of Optionee at the date of his death, or the Optionee if disabled, but may be so exercised only to the extent that Optionee himself, on the date of his death, could have exercised the same, and only within a period of twelve (12) months after the date of such death or determination of disability, or the Expiration Date, whichever occurs first.

(e) If the Optionee ceases to be a director of Optionor for any reason other than death or disability, Optionee shall be entitled to exercise this option, at any time during a period of thirty (30) days from the date Optionee ceases to be a director or the Expiration Date, whichever occurs first.

(f) Neither Optionee nor his successor shall have any of the rights of a shareholder of Optionor until the certificates evidencing the shares purchased are properly delivered to such Optionee or his successor.

(g) If the Optionee is determined by the Committee to have committed an act of embezzlement, fraud, dishonesty, deliberate or repeated disregard of the rules of the Optionor, unauthorized disclosure of any of the trade secrets or confidential information of the Optionor, unfair competition with the Optionor, inducement of any customer of the Optionor to breach a contract with the Optionor, inducement of any principal for whom the Optionor acts as agent to terminate such agency relationship or any culpable degree of negligence, then neither the Optionee nor the Optionee's estate shall be entitled to exercise any Option after termination of the Optionee's directorship, whether or not, after termination of such directorship,

such Optionee may receive payment from the Optionor for services rendered prior to termination, services for the day on which termination occurs, or other benefits.

Section 4. Compliance with Law. As a condition precedent to the exercise of this option, either in whole or in part, Optionee shall comply with all regulations and requirements of any regulatory authority having control or supervision of the issuance of the Common Stock of Optionor and, in connection therewith, execute any documents Optionor, in its sole discretion, shall deem necessary or advisable.

Section 5. Merger or Consolidation. Subject to any required action by the shareholders, if the Optionor shall be the surviving corporation in any merger or consolidation, any unexercised part of this option shall pertain to and apply to the securities to which a holder of the number of shares of Common Stock subject to this option would have been entitled. A dissolution or liquidation of Optionor or a merger or consolidation in which Optionor is not the surviving corporation shall cause any unexercised part of this option to terminate, provided that Optionee shall, in such event, have the right immediately prior to such dissolution or liquidation, or merger or consolidation in which Optionor is not the surviving corporation, to exercise this option in whole or in part without regard to any other provisions of the Agreement.

Section 6. Changes in Stock; Stock Dividends. If the Common Stock as presently constituted is changed into or exchanged for a different number or kind of shares of stock or other securities of the Optionor or of another corporation (whether by reason of merger, consolidation, recapitalization, reclassification, split-up, combination of shares, or otherwise), or if the number of shares of Common Stock shall be increased through the payment of a stock dividend or other distribution, then notwithstanding any

other provision of the Plans, there shall be substituted for or added to each share subject to the Plans the number and kind of shares of stock or other securities into which each outstanding share shall be exchanged, or to which each such share shall be entitled, as the case may be. Outstanding options shall also be amended as to price and other terms if necessary to reflect the foregoing events. If there shall be any other change in the number or kind of the outstanding shares, or of any stock or other securities into which it shall have been exchanged, then if the Committee shall, in its sole discretion, determine that such change equitably requires an adjustment in any option theretofore granted or that may be granted under this Agreement, such adjustment shall be made in accordance with such determination.

Section 7. Adjustments by Board of Directors. To the extent that the adjustments under Sections 5 or 6 relate to stock or securities of Optionor, such adjustments shall be made by the Board of Directors of Optionor whose determination in that respect shall be final, binding and conclusive.

Section 8. No Further Rights. Except as expressly provided in Sections 5 and 6, the Optionee shall have no rights by reason of any subdivision or consolidation of shares of stock of any class or the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class or by reason of any dissolution, liquidation, merger or consolidation, or spin-off of assets or stock of another corporation, and any issue by Optionor of shares of stock of any class, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to this option.

Section 9. No Effect on Corporate Action. The grant of an option pursuant to the Agreement shall not affect in any way the right or power of Optionor to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, or to merge or to consolidate, or to dissolve, liquidate or sell, or transfer all or any part of its business or assets.

Section 10. Compliance with Committee Action. This option shall be subject to the requirement that if at any time the Committee shall determine, in its discretion, that the satisfaction of withholding tax or other withholding liabilities, or that the listing, registration or qualification of the shares covered hereby upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition of or in connection with the granting of this option or the purchase of shares hereunder, this option may not be exercised in whole or in part unless and until such withholding, listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

Section 11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

Section 12. Tax Status. It is intended that the options granted under this Agreement are intended to be options which do not meet the requirements of Section 422A of the Internal Revenue Code, and this Agreement shall in all respects be so interpreted and construed as to be consistent with such intention.

Section 13. Interpretation; Plan Governs. Any dispute or disagreement which should arise under, or as a result of, or in any way relate to, the interpretation, construction or application of the Agreement will be resolved by the Board of Directors of Optionor. Any determination made hereunder shall be final, binding and conclusive for all purposes. If there is any discrepancy between this Agreement and the Plan, the Plan shall govern.

Section 14. No Employment Agreement. The granting of an option to Optionee does not alter in any way the shareholders' or Board of Directors' existing rights to remove Optionee as a director at any time for any reason, nor does it confer upon Optionee any rights or privileges except as specifically provided for in the Agreement.

IN WITNESS WHEREOF, Optionor has caused this Agreement to be executed by its officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and the Optionee has hereunto set his hand and seal as of the day and year above written.

ASTRONICS CORPORATION

By /s/ Julie M. Davis
Optionor

/s/ Kevin Keane
Optionee

EXHIBIT 7

**JOINT FILING AGREEMENT
PURSUANT TO RULE 13d-1(k)**

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

DATE: April 10, 2017

5096 SARANAC LLC

By: /s/ Kevin T. Keane

Name: Kevin T. Keane

Title: Manager

/s/ Kevin T. Keane

KEVIN T. KEANE

/s/ Daniel G. Keane

DANIEL G. KEANE