

**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM S-8**  
**REGISTRATION STATEMENT**  
*UNDER*  
*THE SECURITIES ACT OF 1933*

**ASTRONICS CORPORATION**

(Exact name of registrant as specified in its charter)

**New York**  
(State or other jurisdiction of  
incorporation or organization)

**3728**  
(Primary Standard Industrial  
Classification Code)

**16-0959303**  
(I.R.S. Employer  
Identification Number)

**130 Commerce Way**  
**East Aurora, New York 14052**  
**(716) 805-1599**

(Address, including zip code, and telephone number, including  
area code, of registrant's principal executive offices)

**Astronics Corporation Employee Stock Purchase Plan**  
(Full title of the plans)

**David C. Burney**  
**Vice President and Chief Financial Officer**  
**Astronics Corporation**  
**130 Commerce Way**  
**East Aurora, New York 14052**  
**(716) 805-1599**

(Name, address, including zip code, and telephone number, including  
area code, of agent for service)

*Copy To:*  
**Robert J. Olivieri, Esq.**  
**Hodgson Russ LLP**  
**One M&T Plaza, Suite 2000**  
**Buffalo, New York 14203-2391**  
**(716) 856-4000**

**CALCULATION OF REGISTRATION FEE**

<b>Title of Each Class of Securities to be Registered</b>	<b>Amount to be Registered</b>	<b>Proposed Maximum Offering Price per Share (1)</b>	<b>Proposed Maximum Aggregate Offering Price (1)</b>	<b>Amount of Registration Fee</b>
Common Stock (\$.01 par value)	250,000 shares (2)	\$ 17.02	\$ 4,255,000	\$ 456

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c), based on the average high and low prices of the common stock as quoted on the Nasdaq National Market on December 8, 2006.

(2) This Registration Statement also covers an indeterminate number of shares of Common Stock which may be issuable under such plans as a result of stock splits, stock dividends or similar transactions.

## **TABLE OF CONTENTS**

PART I

PART II

Item 3. Incorporation of Documents by Reference.

Item 4. Description of Securities.

Item 5. Interests of Named Persons and Counsel.

Item 6. Indemnification of Directors and Officers.

Item 7. Exemption from Registration Claimed.

Item 8. Exhibits.

Item 9. Undertakings.

SIGNATURES

POWER OF ATTORNEY

EX-4.1

EX-5.1

EX-23.1

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## PART I

### Information Required in the Section 10(a) Prospectus

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants as specified in Rule 428(b)(1) under the Securities Act of 1933, as amended (the "Securities Act"). Such documents need not be filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

This Registration Statement on Form S-8 of Astronics Corporation, a New York corporation (the "Registrant"), covers 250,000 shares of the Registrant's common stock, par value \$.01 per share ("Common Stock"), reserved for issuance under the Astronics Corporation Employee Stock Purchase Plan.

If necessary for a prospectus to be used for re-offers of the Registrant's Common Stock acquired pursuant to the Plans, a prospectus prepared in accordance with the requirements of Form S-3 will be filed as part of this Registration Statement by means of a post-effective amendment hereto.

## PART II

### Information Required in the Registration Statement

#### Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant (File No. 0-7087) with the Commission under the securities and Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated herein by reference:

- (a) The Registrant's Annual Report on Form 10-K for the year ended December 31, 2005, filed with the Commission on March 27, 2006.
- (b) The Registrant's Quarterly Reports on Form 10-Q for the quarters ended April 1, 2006, July 1, 2006 and September 30, 2006, filed with the Commission on May 15, 2006, August 11, 2006 and November 14, 2006, respectively.
- (c) The Registrant's proxy statement for its Annual Meeting of Shareholders held on May 12, 2006, filed with the Commission on March 27, 2006.

In addition, all documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities registered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents.

Any statement contained herein or in a document incorporated or deemed to be incorporated herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

## [Table of Contents](#)

### **Item 4. Description of Securities.**

Not applicable.

### **Item 5. Interests of Named Persons and Counsel.**

Certain legal matters with respect to the validity of the shares of Common stock offered pursuant to this Registration Statement are being passed upon for the Registrant by Hodgson Russ LLP, counsel to the Registrant. John B. Drenning, a director of the Registrant, is a partner in Hodgson Russ LLP. He and other members of that firm beneficially own an aggregate of approximately 125,000 shares of the Registrant's common stock.

### **Item 6. Indemnification of Directors and Officers.**

Sections 721 through 726 of the New York Business Corporation Law, or BCL, grant New York corporations broad powers to indemnify their present and former directors and officers and those of affiliated corporations against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with threatened, pending or completed actions, suits or proceedings to which they are parties or are threatened to be made parties by reason of being or having been such directors or officers, subject to specified conditions and exclusions; give a director or officer who successfully defends an action the right to be so indemnified; and permit a corporation to buy directors' and officers' liability insurance. Such indemnification is not exclusive of any other rights to which those indemnified may be entitled under any by-laws, agreement, vote of shareholders or otherwise.

Section 402(b) of the BCL permits a New York corporation to include in its certificate of incorporation a provision eliminating the potential monetary liability of a director to the corporation or its shareholders for breach of fiduciary duty as a director, provided that such provision may not eliminate the liability of a director (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (ii) for any transaction from which the director receives an improper personal benefit or (iii) for any acts in violation of Section 719 of the BCL. Section 719 provides that a director who votes or concurs in a corporate action will be liable to the corporation for the benefit of its creditors and shareholders for any damages suffered as a result of an action approving (i) an improper payment of a dividend, (ii) an improper redemption or purchase by the corporation of shares of the corporation, (iii) an improper distribution of assets to shareholders after dissolution of the corporation without adequately providing for all known liabilities of the corporation or (iv) the making of an improper loan to a director of the corporation.

The Registrant's Certificate of Incorporation includes the provisions permitted by Section 402(b).

The Registrant's by-laws also allow it to indemnify, in the same manner and under the same circumstances as set forth in Sections 721 through 726 of the BCL, any person who was or is a party or is threatened to be made a party to any action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was the Registrant's representative, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the Registrant's best interests.

## Table of Contents

In addition, the Registrant has entered into indemnification agreements with each of its directors, executive officers and certain other officers pursuant to which each such person is indemnified for costs and expenses actually and reasonably incurred in connection with a threatened, pending or completed action, suit or proceeding in which such person is or was a party or is threatened to be made a party by reason of the fact that such person is or was a director, officer or employee of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee, member, manager or fiduciary of another entity.

The Company also maintains an insurance policy insuring its directors and officers against liability for certain acts and omissions while acting in their official capacities on behalf of the Registrant.

### **Item 7. Exemption from Registration Claimed.**

Not applicable.

### **Item 8. Exhibits.**

The following exhibits are filed with this Registration Statement:

- 4.1 Astronics Corporation Employee Stock Purchase Plan.
- 4.2 Amendment to Astronics Corporation Employee Stock Purchase Plan (incorporated by reference to Exhibit A to the Registrant's proxy statement for its Annual Meeting of Shareholders held on May 12, 2006, filed with the Commission on March 27, 2006).
- 5.1 Opinion of Hodgson Russ LLP.
- 23.1 Consent of Ernst & Young LLP.
- 23.2 Consent of Hodgson Russ LLP (contained in Exhibit 5.1 to this Registration Statement).
- 24.1 Power of Attorney (contained in Part II of this Registration Statement).

### **Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which

## Table of Contents

was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the change in volume and price represents no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-3, Form S-8, or Form F-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act, (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Aurora, State of New York, on December 13, 2006.

#### ASTRONICS CORPORATION

/s/ Peter J. Gundermann

By: \_\_\_\_\_

**Peter J. Gundermann**  
**President and Chief Executive Officer**

### POWER OF ATTORNEY

**KNOW ALL PERSONS BY THESE PRESENTS**, that each person whose signature appears below constitutes and appoints, Peter J. Gundermann and David C. Burney, or either of them, as his attorney in fact, to sign any amendments to this registration statement (including post-effective amendments), and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that said attorney-in-fact, or his substitute or substitutes, may do or cause to be done by virtue hereof.

**Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.**

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>s/ Peter J. Gundermann</u> <b>Peter J. Gundermann</b>	President and Chief Executive Officer and Director <i>(Principal Executive Officer)</i>	December 13, 2006
<u>s/ David C. Burney</u> <b>David C. Burney</b>	Vice President and Chief Financial Officer <i>(Principal Financial Officer and Principal Accounting Officer)</i>	December 13, 2006
<u>s/ Kevin T. Keane</u> <b>Kevin T. Keane</b>	Chairman of the Board of Directors	December 13, 2006
<u>s/ Robert T. Brady</u> <b>Robert T. Brady</b>	Director	December 13, 2006

[Table of Contents](#)

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>s/ John B. Drenning</u> <b>John B. Drenning</b>	Director	December 13, 2006
<u>s/ Robert J. McKenna</u> <b>Robert J. McKenna</b>	Director	December 13, 2006
<u>s/ Raymond S. Boushie</u> <b>Raymond S. Boushie</b>	Director	December 13, 2006

**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Exhibit</u>
4.1	Astronics Corporation Employee Stock Purchase Plan.
4.2	Amendment to Astronics Corporation Employee Stock Purchase Plan (incorporated by reference to Exhibit A to the Registrant's proxy statement for its Annual Meeting of Shareholders held on May 12, 2006, filed with the Commission on March 27, 2006).
5.1	Opinion of Hodgson Russ LLP
23.1	Consent of Ernst & Young LLP
23.2	Consent of Hodgson Russ LLP (Included in Exhibit 5.1)
24.1	Power of Attorney (See page II-5 of this Registration Statement)

**ASTRONICS CORPORATION**

**EMPLOYEE STOCK PURCHASE PLAN**

As Adopted May 4, 1984 and Amended April 19, 1991 and April 23, 1998

**Section 1. ESTABLISHMENT OF PLAN.**

1.1. To encourage employee investment in the \$.01 Par Value Common Stock of Astronics Corporation (the "Company"), there is hereby established Astronics Corporation Employee Stock Purchase Plan (the "Plan"). The Plan is designed to provide an option to buy shares of the Company's \$.01 Par Value Common Stock (the "Shares") on a convenient payment basis, without payment of brokers' commissions or the necessity of establishing a broker's account.

1.2. The Company shall use for the purposes of the Plan authorized but unissued Shares, or treasury stock, as determined from time to time by the Company's Board of Directors. A maximum of 600,000 shares will be available for application under the Plan subject to adjustment in accordance with Section 16.

**Section 2. ELIGIBILITY.**

Except as hereinafter provided, all employees of the Company and its subsidiaries that have been employees of the Company or the subsidiary for one year or more may participate in the Plan (the "Eligible Employees"). No person shall be an Eligible Employee if such person, immediately after the option is granted, owns stock possessing 5% or more of the total combined

voting power or value of all classes of stock of the Company as contemplated by Section 423(b)(3) of the Internal Revenue Code.

2.2. No person shall be an Eligible Employee whose customary employment is 20 hours or less per week or if for not more than five months in any calendar year.

**Section 3. APPLICATION.**

Each Eligible Employee shall be permitted to purchase Shares on the terms and conditions set forth in the Plan. An Eligible Employee's application to purchase Shares hereunder may be made orally, by telephone, or in writing, but if oral application is made, it must be followed by a written application on forms provided by the Company. If a written application is not returned within ten days after receipt of the forms by the Eligible Employee, then the oral application shall be treated as a canceled application. Each Eligible Employee is limited to one application per calendar year, and it must be received on a date to be determined by the Company, which shall be within thirty (30) days of the date on which the Purchase Price is determined.

**Section 4. PURCHASE PRICE.**

The purchase price per share will be 85% of the mean between the closing bid and ask prices of the Common Stock as reported by NASDAQ (the "Market Price") on October 1 of each year, or such other date as may be selected by the Board of Directors of the Company upon six months' notice to the Eligible Employees (the "Purchase Price").

**Section 5. REGISTRATION OF CERTIFICATES.**

Certificates may be registered only in the name of the Eligible Employee, or if the Eligible Employee so indicates on the application form, in the Eligible Employee's name as a joint tenant with right of survivorship with another party as a joint tenant, or, in the name of another party as custodian for the Eligible Employee under the Uniform Gift to Minors Act.

**Section 6. NUMBER OF SHARE AN EMPLOYEE MAY PURCHASE.**

6.1. As of the date the Purchase Price is determined pursuant to Section 4, an Eligible Employee may elect to purchase full Shares in an amount not to exceed 20% of total compensation received from the Company in the preceding calendar year as reported on the employee's Form W-2.

6.2 No employee will be permitted to apply for the purchase of stock under the Plan during any calendar year in an amount which exceeds an amount that would disqualify the Plan under Section 423 of the Internal Revenue Code.

**Section 7. METHOD OF PAYMENT.**

Payment for Shares covered by an Eligible Employee's application is to be made through payroll deductions authorized in the application at a flat rate which will equal the total Purchase Price over the number of payroll periods from the time of the Eligible Employee's application to the next succeeding September 30.

**Section 8. INTEREST.**

Upon final payment of the total Purchase Price, or upon cancellation of an Eligible Employee's application, interest will be paid to the Eligible Employee on his contributions under the Plan. Interest so paid will be in an amount equal to the pro rata amount

that the Company realizes by investing and reinvesting the contributions in short term interest bearing accounts, certificates of deposit, U.S. Government securities, money market funds, or other similar investments; provided, however, that the Company shall not be liable for the failure to maximize the yield on any such investment. Upon final payment, an Eligible Employee may elect to apply the interest towards the purchase of Shares under his next application under this Plan, and his payroll deductions under Section 7 will be adjusted accordingly.

**Section 9. DIVIDENDS.**

No dividends shall be paid nor sums credited in lieu of dividends until the employee takes deliver of the Shares.

**Section 10. DELIVERY OF STOCK.**

By the 25<sup>th</sup> of the month following the month in which full payment has been made for the Shares covered by any application, the Company will authorize the issuance of certificates representing such Shares to the Eligible Employee. Issuance of Shares shall not be required before the Company has had reasonable time following such full payment to complete requirement of any securities laws or regulations of a national securities exchange or association (if any). Any Eligible Employee who, on the date of final issuance, in the opinion of counsel to the Company, may be deemed a director or officer of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934 as then amended ("Exchange Act") and the rules and regulations thereunder or who otherwise may be subject to such laws may not receive such Shares until after six months from that Eligible Employee's last transaction in securities of the Company that may be construed as a "sale" of such securities pursuant to Section 16(b) of the Exchange Act.

**Section 11. RIGHTS AS STOCKHOLDER.**

An Eligible Employee will have no rights as a stockholder with respect to Shares purchased until the date the stock certificate is issued therefore.

**Section 12. RIGHTS TO PURCHASE SHARES NOT TRANSFERABLE.**

An Eligible Employee's rights under this application may not be sold, pledged, assigned or transferred in any manner. If this provision is violated, the Eligible Employee's election to purchase shall terminate, and he will receive in cash the amount of his contributions plus interest.

**Section 13. COMPLETION OF APPLICATION TO PURCHASE.**

If, on the date of the final payroll deduction, the Market Price of the Shares has fallen in excess of 20% of the Market Price on the date that the Purchase Price was determined, the Company will automatically return to the Eligible Employee all of his cash contributions plus interest unless within two business days after the final payment the Eligible Employee advised the Company to issue the Shares.

**Section 14. CANCELLATION OF APPLICATION TO PURCHASE.**

An Eligible Employee who has elected to purchase Shares may cancel his application at any time prior to the final payment by delivery of written notice of cancellation to the Company, but he may not cancel his application thereafter. In the event of cancellation, the Eligible Employee shall be refunded all of his cash contributions with interest.

**Section 15. RIGHTS ON TERMINATION OF EMPLOYMENT, LEAVE OF ABSENCE AND LAYOFF.**

15.1. In the event of any termination of employment, no payroll deductions shall be taken from any pay then due and owing an Eligible Employee.

15.2. In the event of an Eligible Employee's resignation, involuntary termination of employment, or retirement or the death of an Eligible Employee, the application will be treated as canceled and all cash contributions returned with interest.

15.3. In the event of an Eligible Employee's layoff for more than five days, or leave of absence for more than five days, payment shall be automatically suspended during the time the Eligible Employee is not on the Company payroll, but not for more than 90 days. During such period, the Eligible Employee may cancel the application. If such an Eligible Employee does not return to active service within 90 days and has made no election, the Company will refund all cash contributions with interest.

**Section 16. CHANGE IN SHARES OF CAPITAL STOCK.**

If there is a stock dividend, share distribution, subdivision or combination of the outstanding Shares, the number of Shares reserved for the Plan or specified in each application will be deemed to be proportionately increased or decreased and the terms relating to the price at which Shares may be purchased will be proportionately adjusted, and in the event of a reclassification or other change in the outstanding Shares, such action will be taken as in the opinion of the Board of Directors of the Company will be appropriate under the circumstances.

**Section 17. AMENDMENT, TERMINATION, ADMINISTRATION AND INTERPRETATION OF THE PLAN.**

17.1. The Company reserves the right to withdraw, suspend, modify or terminate the Plan at any time. In the event of termination, each Eligible Employee shall have the options available as if he terminated by reason of retirement.

17.2. The Company reserves the right to determine conclusively for all parties any questions which may arise with respect to the interpretation of application of the provisions of the Plan. The Company may prescribe administrative rules hereunder and may, from time to time, waive the requirements of the Plan or supply omissions thereunder to meet special circumstances not anticipated or covered in the Plan.

17.3. This Plan is subject to the approval of the Company's stockholders within twelve months of the date of its adoption by the Company's Board of Directors.

December 12, 2006

Astronics Corporation  
130 Commerce Way  
East Aurora, New York 14052

Ladies and Gentlemen:

We have acted as counsel to Astronics Corporation, a New York corporation (the "Company") in connection with the Registration Statement on Form S-8 (the "Registration Statement") to be filed on or about December 12, 2006 with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Act") with respect to 250,000 shares (the "Shares") of the Company's common stock, \$.01 par value, to be issued under the Astronics Corporation Employee stock Purchase Plan (the "Plan").

In connection with the opinions set forth in this letter, we have (1) examined and relied upon originals or copies, certified or otherwise identified to my satisfaction, of documents, corporate records and other instruments, (2) made such inquiries as to questions of fact of officers and representatives of the Company and the proceedings relating to and actions taken by the Company in connection with the adoption of the Plan, and (3) made such examination of law, as we have deemed necessary or appropriate for the purpose of giving the opinions expressed herein. We do not express any opinion concerning any law other than the law of the State of New York and the federal law of the United States of America.

In such examination, we have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents. As to all questions of fact material to these opinions that have not been independently established, we have relied upon certificates or comparable documents of officers and representatives of the Company.

Based upon and subject to the foregoing, we are of the opinion that the Shares have been duly authorized and, when issued and sold in accordance with the terms of the Plan, will be legally issued, fully paid, and non-assessable.

We hereby consent to be named in the Registration Statement as the attorneys who have passed upon the legality of the Shares being offered thereby, and to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ HODGSON RUSS LLP

**Consent of Independent Registered Public Accounting Firm**

We consent to the reference to our firm in the Registration Statement (Form S-8) pertaining to the Astronics Corporation Employee Stock Purchase Plan and to the incorporation by reference of our report dated February 3, 2006, with respect to the consolidated financial statements and schedule of Astronics Corporation included in its Annual Report (Form 10-K) for the year ended December 31, 2005 filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Buffalo, New York  
December 12, 2006