

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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) July 28, 2005 (July 28, 2005)

Kaman Corporation
(Exact name of registrant as specified in its charter)

Connecticut
(State or other jurisdiction of incorporation)

0-1093
(Commission File Number)

06-0613548
(IRS Employer
Identification No.)

1332 Blue Hills Avenue,
Bloomfield, Connecticut
(Address of principal executive offices)

06002
(Zip Code)

(860) 243-7100 Registrant's
telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K 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))

INFORMATION TO BE INCLUDED IN THE REPORT

Item 1.01 Entry into a Material Definitive Agreement.

On July 28, 2005, the Company amended its Revolving Credit Agreement, dated November 13, 2000 (as previously amended, the "Credit Agreement"), effective as of July 26, 2005, to provide that completion of the proposed recapitalization described in Item 8.01 would be permitted under the Credit Agreement. The Credit Agreement was also amended to revise the "change of control" definition to bring such definition more in line with the market standard definition for public companies, including that an acquisition by a third party other than the Kaman family of 35% or more of the Company's voting equity securities (which at this time is solely the Class B stock) would constitute a "change of control" for such purposes, unless the Kaman family also retains ownership and sole voting authority over at least a majority of such voting equity securities. The amendment is attached hereto as Exhibit 2.1 and incorporated herein by reference.

Item 8.01. Other Events.

On July 28, 2005, the Company announced that, in connection with the previously disclosed recapitalization agreement, dated June 7, 2005 (the "Recapitalization Agreement"), between the Company and members of the Kaman family and related entities (the "Kaman Family Shareholders"), the Company is proposing to its shareholders for their approval a substitute recapitalization

(the "Substitute Recapitalization Proposal") that will replace the proposed recapitalization announced on June 7. Pursuant to the Substitute Recapitalization Proposal, each share of Class A stock will be amended to be given voting rights (as amended, the "Common Stock") and each share of Class B stock will be converted into 3.58 shares of Common Stock or, at the holder's election, 1.84 shares of Common Stock and \$27.10 in cash.

Under the Recapitalization Agreement, the Kaman Family Shareholders has agreed to vote its shares of Class A stock and Class B stock in favor of the Substitute Recapitalization Proposal and to make the part cash/part stock election for not fewer than the number of shares of Class B Stock as is requested by the Company to avoid application of the higher voting requirement of Section 33-841 of the Connecticut Business Corporation Act. In that regard, the Company has advised the Kaman Family Shareholders that the minimum part cash/part stock election for them collectively is 516,735 shares, which means that the Kaman Family Shareholders will be free to make either election for their remaining 34,976 shares. By reason of the Company having announced the Substitute Recapitalization Proposal, the Kaman Family Shareholders will not be permitted to complete the sale of the shares of Class B stock pursuant to their previously announced agreement with Mason Capital Management and a related entity unless the Recapitalization Agreement is terminated without the Substitute Recapitalization Proposal having been completed other than by reason of a failure of the Kaman Family Shareholders to have performed their obligations under the Recapitalization Agreement.

A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Further details on the Substitute Recapitalization Proposal and the Recapitalization Agreement can be found in the Recapitalization Agreement, which was filed as Exhibit 2.1 to a Form 8-K filed by the Company on June 8, 2005.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits.

Exhibit 2.1 Fourth Amendment to the Credit Agreement, dated as of July 26, 2005

Exhibit 99.1 Press Release, dated July 28, 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, hereunto duly authorized.

KAMAN CORPORATION

By: /s/ Robert M. Garneau

Robert M. Garneau
Executive Vice President and
Chief Financial Officer

Dated: July 28, 2005

INDEX TO EXHIBITS

Exhibit 2.1 Fourth Amendment to the Credit Agreement, dated as of July 26, 2005

Exhibit 99.1 Press Release, dated July 28, 2005

FOURTH AMENDMENT TO
REVOLVING CREDIT AGREEMENT

This FOURTH AMENDMENT TO REVOLVING CREDIT AGREEMENT, dated as of July 26, 2005 (this "Amendment"), is by and among KAMAN CORPORATION, a Connecticut corporation (the "Company"), the various financial institutions as are or may become parties hereto (collectively, the "Banks"), and THE BANK OF NOVA SCOTIA ("Scotia Bank") and BANK OF AMERICA, N.A. (as successor by merger to Fleet National Bank) (individually, a "Co-Administrative Agent" and collectively, the "Co-Administrative Agents") for the Banks.

WHEREAS, the Company, the Co-Administrative Agents and the Banks are parties to a certain Revolving Credit Agreement, dated as of November 13, 2000 (as amended and in effect from time to time, the "Credit Agreement");

WHEREAS, the Company has advised the Co-Administrative Agents and the Banks that the Company has entered into an agreement with certain members of the Kaman family that contemplates a Recapitalization (as defined below).

WHEREAS, the consummation of the Recapitalization requires that the Company amend the Credit Agreement.

WHEREAS, the Company has requested that the Majority Banks amend the Credit Agreement to permit the Recapitalization, and the Majority Banks have agreed to make such amendments subject to the satisfaction of the conditions set forth herein.

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

Section 1. Defined Terms. Terms not otherwise defined herein which are defined in the Credit Agreement shall have the same respective meanings herein as therein.

Section 2. Amendments to the Credit Agreement. Subject to the conditions precedent set forth in Section 3, the Credit Agreement shall be amended as follows:

(a) Section 5.7 of the Credit Agreement is hereby deleted in its entirety and replaced with the following Section 5.7:

"Section 5.7 Affiliate Transactions. Enter into any transaction with any Affiliate, except upon fair, reasonable and arm's-length terms, provided that nothing in this Section 5.7 shall prohibit the Recapitalization."

(b) Section 9.2 of the Credit Agreement is hereby amended by deleting the definition of "Change in Control" and restating it in its entirety as follows:

"Change of Control" means an event or series of events by which, following January 1, 2005:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire (such right, an "option right"), whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of 35% or more of the equity securities of the Company entitled to vote for members of the board of directors or equivalent governing body of the Company on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right);

(b) during any period of 24 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Company cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing

body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body (excluding, in the case of both clause (ii) and clause (iii), any individual whose initial nomination for, or assumption of office as, a member of that board or equivalent governing body occurs as a result of an actual or threatened solicitation of proxies or consents for the election or removal of one or more directors by any person or group other than a solicitation for the election of one or more directors by or on behalf of the board of directors); or

(c) any Person or two or more Persons acting in concert shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of the Company, or control over the equity securities of the Company entitled to vote for members of the board of directors or equivalent governing body of the Company on a fully-diluted basis (and taking into account all such securities that such Person or group has the right to acquire pursuant to any option right) representing 35% or more of the combined voting power of such securities;

provided, that, notwithstanding the foregoing, an event that would otherwise constitute a Change of Control under clause (a) or (c) above shall be deemed not to have occurred for so long, but only for so long, as Charles H. Kaman, his wife, their descendants and partnerships or trusts in which they are the sole beneficial owners or beneficiaries continue to own and have the sole right to direct the voting of securities representing at least a majority of the combined voting power of such securities.

(c) Section 9.2 of the Credit Agreement is hereby amended by inserting the following new definitions in appropriate alphabetical sequence:

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified."

"Company Letter" means the letter dated the date hereof from the Company to the Co-Administrative Agents and the Banks, relating to the recapitalization of the Company.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto."

"Recapitalization" means either (i) the "Current Recapitalization Proposal", or (ii) the "Substitute Recapitalization Proposal", each as defined in the Company Letter.

Section 3. Conditions to Effectiveness. This Amendment shall be deemed to be effective as of the date hereof, subject to the satisfaction of the following conditions precedent:

(a) receipt by the Co-Administrative Agents of a counterpart signature page to this Amendment duly executed and delivered by the Company, the Co-Administrative Agents and the Majority Banks;

(b) such other documents as the Co-Administrative Agents, for the benefit of the Banks and the Co-Administrative Agents, may reasonably request.

Section 4. Representations and Warranties. The Company hereby represents and warrants to the Banks as follows:

(a) Representation and Warranties in the Credit Agreement. The representations and warranties of Company contained in the Credit Agreement were true and correct in all material respects as of the date when made and continue to be true and correct in all material respects on the date hereof, except to the extent of changes resulting from transactions or events contemplated or permitted by the Credit Agreement and the other Credit Documents and changes occurring in the ordinary course of business that singly or in the aggregate are not materially adverse to the Company, or to the extent that such representations and warranties relate expressly to an earlier date.

(b) Ratification, Etc. Except as expressly amended or waived hereby, the Credit Agreement, the other Credit Documents and all documents, instruments and agreements related thereto, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The Credit Agreement, together with this Amendment, shall be read and construed as a single agreement. All references in the Credit Documents to the Credit Agreement or any other Credit Document shall hereafter refer to the Credit Agreement or any other Credit Document as amended hereby.

(c) Authority, Etc. The execution and delivery by the Company of this Amendment and the performance by the Company of all of its agreements and obligations under the Credit Agreement and the other Credit Documents as amended hereby are within the corporate authority of the Company and have been duly authorized by all necessary corporate action on the part of the Company.

(d) Enforceability of Obligations. This Amendment and the Credit Agreement and the other Credit Documents as amended hereby constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of, creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

(e) No Default. No Default or Event of Default has occurred and is continuing. ss.5. No Other Amendments. Except as expressly provided in this Amendment, all of the terms and conditions of the Credit Agreement and the other Credit Documents remain in full force and effect. Nothing contained in this Amendment shall in any way prejudice, impair or effect any rights or remedies of any Bank or the Company under the Credit Agreement or the other Credit Documents.

Section 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one instrument.

Section 7. Expenses. Pursuant to Section 10.1 of the Credit Agreement, all costs and expenses incurred or sustained by the Co-Administrative Agents in connection with this Amendment, including the fees and disbursements of legal counsel for the Co-Administrative Agents in producing, reproducing and negotiating the Amendment, will be for the account of the Company whether or not this Amendment is consummated.

Section 8. Miscellaneous. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT UNDER THE LAWS OF THE STATE OF CONNECTICUT AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a sealed instrument as of the date first above written.

KAMAN CORPORATION

By: /s/ Robert M. Garneau

Name: Robert M. Garneau
Title: Executive Vice President
and Chief Financial Officer

BANK OF AMERICA, N.A.,
as a Co-Administrative Agent and the
Administrator

By:/s/ David S. Mecham

Name: David S. Mecham
Title: Vice President

THE BANK OF NOVA SCOTIA,
as a Co-Administrative Agent

By: /s/ Todd S. Meller

Name: Todd S. Meller

Title: Managing Director

BANK ONE N.A. (Main Office Chicago),
as Documentation Agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as a Bank and as an Issuer

By: /s/ David S. Mecham

Name: David S. Mecham
Title: Vice President

BANK OF NOVA SCOTIA,
as a Bank and as an Issuer

By: /s/ Todd S. Meller

Name: Todd S. Meller
Title: Managing Director

WEBSTER BANK, NATIONAL ASSOCIATION

By: /s/ Peter S. Samson

Name: Peter S. Samson
Title: Vice President

JPMORGAN CHASE BANK

By: /s/ Peter N. Killea

Name: Peter N. Killea

Title: Vice President

LEBANESE NATIONAL ASSOCIATION

By: /s/ Suzannah Harris

Name: Suzannah Harris
Title: Vice President

CONSENT OF GUARANTORS

Each of the undersigned hereby acknowledges and consents to Amendment No. 4 to Revolving Credit Agreement, dated as of July 26, 2005, and agrees that each of the Subsidiary Guarantees, dated as of November 13, 2000, executed by such Person in favor of each of the Bank Parties (as defined therein), and all of the other Credit Documents to which such Person is a party remain in full force and effect, and such Person confirms and ratifies all of its obligations thereunder.

KAMAN AEROSPACE GROUP, INC.

By: /s/ Robert M. Garneau

Name: Robert M. Garneau

Title: Vice President and Treasurer

KAMAN INDUSTRIAL TECHNOLOGIES
CORPORATION

By: /s/ Robert M. Garneau

Name: Robert M. Garneau

Title: Vice President and Treasurer

KAMAN MUSIC CORPORATION

By: /s/ Robert M. Garneau

Name: Robert M. Garneau

Title: Vice President and Treasurer

KAMAN AEROSPACE CORPORATION

By: /s/ Robert M. Garneau

Name: Robert M. Garneau

Title: Vice President and Treasurer

KAMAN AEROSPACE INTERNATIONAL
CORPORATION

By: /s/ Robert M. Garneau

Name: Robert M. Garneau
Title: Vice President and Treasurer

KAMATICS CORPORATION

By: /s/ Robert M. Garneau

Name: Robert M. Garneau
Title: Vice President and Treasurer

KAMAN X CORPORATION

By: /s/ Robert M. Garneau

Name: Robert M. Garneau
Title: Vice President and Treasurer

KMI EUROPE, INC.

By: /s/ Robert M. Garneau

Name: Robert M. Garneau
Title: Vice President and Treasurer

K-MAX CORPORATION

By: /s/ Robert M. Garneau

Name: Robert M. Garneau
Title: Vice President and Treasurer

KAMAN PLASTICFAB GROUP, INC.

By: /s/ Robert M. Garneau

Name: Robert M. Garneau

Title: Vice President and Treasurer

PLASTIC FABRICATING COMPANY, INC.

By: /s/ Robert M. Garneau

Name: Robert M. Garneau

Title: Vice President and Treasurer

KAMAN DAYRON, INC.

By: /s/ Robert M. Garneau

Name: Robert M. Garneau

Title: Vice President and Treasurer

Kaman Corporation
 Bloomfield, CT 06002
 (860) 243-7100

NEWS

 [KAMAN GRAPHIC OMITTED]

KAMAN CORPORATION ANNOUNCES
 SUBSTITUTE RECAPITALIZATION PROPOSAL

BLOOMFIELD, CONNECTICUT, (July 28, 2005) - In connection with the recapitalization agreement between Kaman Corporation (NASDAQ: KAMNA) and members of the Kaman family that was previously announced on June 7, 2005, the company reported today that the corporation's board of directors has approved a "substitute recapitalization proposal", as permitted under the recapitalization agreement.

As previously reported, on June 28, 2005 the Company received a letter from Kaman family representatives indicating that the family intended to terminate the recapitalization agreement in order to complete what they represented as a "qualifying alternative transaction" contemplating a purchase of all of the 667,814 outstanding shares of the Company's Class B common stock for \$55.00 per share in cash. As permitted under the recapitalization agreement, the corporation's Board of Directors submitted questions to arbitration as to whether or not the proposed alternative transaction constituted a "qualifying alternative transaction" under the recapitalization agreement. On July 22, 2005, the arbiter confirmed that the alternative transaction was a "qualifying alternative transaction". Under the recapitalization agreement, the Company had a period of five business days within which to approve a "substitute recapitalization proposal" with a minimum value per Class B common share of at least the value per share of the "qualifying alternative transaction" plus \$.65, with both all stock and part stock/part cash alternatives and subject to customary closing conditions, including the vote of more shares of Class A common stock in favor than against the recapitalization and the vote of more shares of Class B common stock in favor than against the recapitalization, each such class voting separately. The Kaman family agreed to support any "substitute recapitalization proposal" approved by the Board of Directors.

The board has approved a "substitute recapitalization proposal" with the equivalent value of \$55.65 per share that increases the number of voting common shares into which each share of Class B common stock would be converted. For this purpose, one share of the voting stock would be valued at \$15.54, which was the average closing price for the Class A common stock over the ten trading day period prior to the recapitalization agreement being signed. Accordingly, the "substitute recapitalization proposal" has an exchange ratio of 3.58 voting common shares for each share of Class B common stock and a part stock/part cash alternative under which holders would have the right to elect instead to receive for each of their shares of Class B common stock 1.84 voting common shares and \$27.10 in cash. The Kaman family has agreed to make the part stock/part cash election in an amount directed by the Company so as to avoid application of the higher voting requirement of Section 33-841 of the Connecticut Business Corporation Act. In that regard, the company has advised the Kaman family that the minimum part stock/part cash election for them collectively is 516,735 shares, which means that the Kaman family is free to make either election for their remaining 34,976 shares.

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 Kaman Corporation
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"After appropriate deliberation, the board came to the conclusion that the recapitalization proposal continues to be in the best interest of all shareholders. Shareholders will now have the opportunity to approve the recapitalization proposal in order to eliminate the existing dual class structure and provide all shareholders with voting control proportionate to their economic interest in the company," stated Paul R. Kuhn, Kaman's chairman, president and chief executive officer. Kuhn added, "The Company has continued to achieve progress, and as a result the dividend was increased in June, as previously announced. By approving a one-share one-vote capital

structure, I believe shareholders would be setting the stage for the financial markets to properly value the Company going forward."

Further detail on the proposed recapitalization and recapitalization agreement can be found in the recapitalization agreement, which was filed as Exhibit 2.1 to a Form 8-K filed by the company on June 8, 2005.

Based in Bloomfield, Conn., Kaman Corporation conducts business in the aerospace, industrial distribution and music markets. Kaman operates its aerospace business through its Aerostructures, Fuzing, and Helicopters divisions and its Kamatics subsidiary providing subcontract aerostructure manufacturing for military and commercial aircraft, missile and bomb fuzing products, SH-2G and K-MAX helicopters, and proprietary aircraft bearings and products. Principal aerospace facilities are located in Connecticut, Florida and Kansas. Kaman is the third largest North American distributor of power transmission, motion control, material handling and electrical components and a wide range of bearings offered to a customer base of more than 50,000 customers representing a highly diversified cross-section of North American industry, with principal facilities in Alabama, California, Connecticut, New York, Indiana, Kentucky and Utah. Kaman is also the largest independent distributor of musical instruments and accessories, offering more than 17,500 products for amateurs and professionals, with principal facilities in Arizona, Connecticut, California, New Jersey and Tennessee.

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Forward-Looking Statements

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This release may contain forward-looking information relating to the corporation's business and prospects, including aerostructures and helicopter subcontract programs and components, advanced technology products, the SH-2G and K-MAX helicopter programs, the industrial distribution and music businesses, operating cash flow, the benefits of the recapitalization transaction, and other matters that involve a number of uncertainties that may cause actual results to differ materially from expectations. Those uncertainties include, but are not limited to: 1) the successful conclusion of competitions for government programs and thereafter contract negotiations with government authorities, both foreign and domestic; 2) political conditions in countries where the corporation does or intends to do business; 3) standard government contract provisions permitting renegotiation of terms and termination for the convenience of the government; 4) economic and competitive conditions in markets served by the corporation, particularly defense, commercial aviation, industrial production and consumer market for music products, as well as global economic conditions;

5) satisfactory completion of the Australian SH-2G(A) program, including successful completion and integration of the full ITAS software; 6) receipt and successful execution of production orders for the JPF U.S. government contract including the exercise of all contract options and receipt of orders from allied militaries, as both have been assumed in connection with goodwill impairment evaluations; 7) satisfactory resolution of the EODC/University of Arizona litigation; 8) achievement of enhanced business base in the Aerospace segment in order to better absorb overhead and general and administrative expenses, including successful execution of the contract with Sikorsky for the BLACK HAWK Helicopter program; 9) satisfactory results of negotiations with NAVAIR concerning the corporation's leased facility in Bloomfield, Conn.; 10) profitable integration of acquired businesses into the Corporation's operations; 11) changes in supplier sales or vendor incentive policies; 12) the effect of price increases or decreases; 13) pension plan assumptions and future contributions; 14) continued availability of raw materials in adequate supplies; 15) satisfactory resolution of the supplier switch and incorrect part issues at Dayron and the DCIS investigation; 16) cost growth in connection with potential environmental remediation activities related to the Bloomfield and Moosup facilities; 17) successful replacement of the Corporation's revolving credit facility upon its expiration in November 2005; 18) risks associated with the course of litigation; 19) changes in laws and regulations, taxes, interest rates, inflation rates, general business conditions and other factors; 20) the effects of currency exchange rates and foreign competition on future operations; and 21) other risks and uncertainties set forth in Kaman's annual, quarterly and current reports, and proxy statements. Any forward-looking information provided in this release should be considered with these factors in mind. The corporation assumes no obligation to update any forward-looking statements contained in this release.

The Corporation intends to file with the Securities and Exchange Commission a Registration Statement on Form S-4, which will contain a proxy statement/prospectus in connection with the proposed recapitalization. The proxy statement/prospectus will be mailed to the stockholders of Kaman when it is finalized. STOCKHOLDERS OF KAMAN ARE ADVISED TO READ THE PROXY STATEMENT/PROSPECTUS WHEN IT BECOMES AVAILABLE, BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION. Such proxy statement/prospectus (when available) and other relevant documents may also be obtained, free of charge, on the Securities and Exchange Commission's website (<http://www.sec.gov>) or by request from the contact listed below.

Kaman and certain persons may be deemed to be participants in the solicitation of proxies relating to the proposed recapitalization. The participants in such solicitation may include Kaman's executive officers and directors. Further information regarding persons who may be deemed participants will be available in Kaman's proxy statement/prospectus to be filed with the Securities and Exchange Commission in connection with the proposed recapitalization.

Contact: Russell H. Jones
SVP, Chief Investment Officer & Treasurer
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rhj-corp@kaman.com
www.kaman.com