UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

 X QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)OF THE
- --- SECURITIES EXCHANGE ACT OF 1934 FOR THE QUARTERLY PERIOD
    ENDED June 30, 2002.

    OR

    TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)OF THE
- --- SECURITIES EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD
    FROM   TO
    --------------- --------------

Commission File No. 0-1093

KAMAN CORPORATION

(Exact name of registrant as specified in its charter)

Connecticut	06-0613548
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1332 Blue Hills Avenue
Bloomfield, Connecticut 06002

(Address of principal executive offices)

(860) 243-7100

Registrant's telephone number, including area code

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes x No

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of July 31, 2002:

Class A Common	21,773,524
Class B Common	667,814

KAMAN CORPORATION AND SUBSIDIARIES
PART I - FINANCIAL INFORMATION

Item 1. Financial Statements:

Condensed Consolidated Balance Sheets(In thousands)

Assets	June 30, 2002		December 31, 2001	
Current assets:				
Cash and cash equivalents		$ 13,213		$ 30,834
Accounts receivable (net of allowance for doubtful accounts of $3,909 in 2002, $3,939 in 2001)		200,365		186,798
Inventories:				
Contracts and other work in process	$ 49,208		65,676	
Finished goods	6,697		45,315	
Merchandise for resale	86,817	142,722	86,409	197,400
Income taxes receivable		7,118		342
Deferred income taxes		36,500		16,938
Other current assets		11,245		10,339
Total current assets		411,163		442,651
Property, plant & equip., at cost	153,728		173,900	
Less accumulated depreciation and amortization	95,530		113,131	
Net property, plant & equipment		58,198		60,769
Goodwill		12,874		12,165
Other assets		6,170		6,361
		$488,405		$521,946
Liabilities and Shareholders' Equity				
Current liabilities:				
Notes payable		$ 4,310		$ 4,038
Accounts payable		45,966		52,044

Accrued contract loss	18,495	
Accrued restructuring costs	8,290	
Other accrued liabilities	27,747	25,332
Advances on contracts	30,169	30,781
Other current liabilities	20,868	29,065
Total current liabilities	155,845	141,260
Long term debt, excl. current portion	21,566	23,226
Other long term liabilities	25,959	23,879
Shareholders' equity	285,035	333,581
	$488,405	$521,946

Item 1. Financial Statements, Continued:

Condensed Consolidated Statements of Operations
(In thousands except per share amounts)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2002	2001	2002	2001
Revenues	$209,378	$194,641	$432,741	$439,333
Costs and expenses:				
Cost of sales*	228,800	167,865	391,483	350,557
Selling, general and administrative expense	50,083	47,272	101,490	96,319
Restructuring costs**	8,290	-	8,290	-
Interest (income)/expense, net	421	18	867	(8)
Other (income)/expense, net	(1,280)	(2,044)	(1,064)	(2,531)
	286,314	213,111	501,066	444,337
Earnings (loss)before income taxes	(76,936)	(18,470)	(68,325)	(5,004)
Income taxes (benefit)	(26,570)	(5,975)	(23,300)	(1,250)
Net earnings (loss)	$(50,366)	$(12,495)	$(45,025)	$ (3,754)
Net earnings (loss)per share:				
Basic	$ (2.25)	$ (.56)	$ (2.01)	$ (.17)
Diluted***	$ (2.25)	$ (.56)	$ (2.01)	$ (.17)
Dividends declared per share	$ .11	$ .11	$ .22	$ .22

* Cost of sales for 2002 includes the write off of K-MAX assets of $50,000 and Moosup facility assets of $2,679 and are associated with the charge taken in the Aerospace segment.
**Restructuring costs relate to the closure of the Moosup facility in 2003 and are associated with the charge taken in the Aerospace segment.
***The calculated diluted per share amounts for 2002 and 2001 are anti-dilutive, therefore, amounts shown are equal to the basic per share calculation.

Item 1. Financial Statements, Continued:

Condensed Consolidated Statements of Cash Flows
(In thousands)

	For the Six Months Ended June 30, 2002	2001
Cash flows from operating activities:		
Net earnings (loss)	$(45,025)	$ (3,754)
Depreciation and amortization	5,698	5,654
Net gain on sale of product line and other assets	(1,904)	(2,640)
Restructuring costs	8,290	
Non cash write down of assets	52,679	
Deferred income taxes	(19,596)	
Other, net	1,753	585
Changes in current assets and liabilities, excluding effects of acquisition/divestiture:		
Accounts receivable	(13,300)	26,043
Inventory	(55)	5,480
Income taxes receivable	(6,776)	(14,896)
Accounts payable - trade	(7,034)	(13,893)
Accrued contract loss	18,495	
Advances on contracts	(612)	(6,201)
Changes in other current assets and liabilities	(7,751)	(834)
Cash provided by (used in) operating activities	(15,138)	(4,456)
Cash flows from investing activities:		
Proceeds from sale of product line and other assets	7,500	4,038
Expenditures for property, plant & equipment	(2,752)	(2,991)
Acquisition of business, less cash acquired	(1,724)	
Other, net	62	(44)
Cash provided by (used in) investing activities	3,086	1,003
Cash flows from financing activities:		
Changes to notes payable	184	172
Reductions to long-term debt	(1,660)	(1,660)
Dividends paid	(4,913)	(4,906)
Proceeds from exercise of employee stock plans	820	747
Cash provided by (used in) financing activities	(5,569)	(5,647)
Net increase (decrease) in cash and cash equivalents	(17,621)	(9,100)
Cash and cash equivalents at beginning of period	30,834	48,157
Cash and cash equivalents at end of period	$ 13,213	$ 39,057

Item 1. Financial Statements, Continued:

Notes to Condensed Consolidated Financial Statements
(In thousands)

Basis of Presentation

The December 31, 2001 condensed consolidated balance sheet amounts have been derived from the previously audited consolidated balance sheet of Kaman Corporation and subsidiaries.

In the opinion of management, the balance of the condensed financial information reflects all adjustments which are necessary for a fair presentation of the financial position, results of operations and cash flows for the interim periods presented and are of a normal recurring nature, unless otherwise disclosed in this report.

The statements should be read in conjunction with the notes to the consolidated financial statements included in Kaman Corporation's 2001 Annual Report.

Restructuring Costs

The Corporation's Aerospace segment recorded pre-tax restructuring costs of $8,290 in the second quarter of 2002 for the cost of phasing out the company's aircraft manufacturing plant in Moosup, Connecticut in 2003. The charges represent severance costs of $3,290 at the Moosup and Bloomfield, Conn. locations of approximately 409 employees and the cost of closing the facility of $5,000. An additional $8,300 of ongoing pre-tax costs are expected to be incurred in the second half of 2002 and later periods, mostly in 2003, for moving machinery to other company facilities and for recertifying products and processes

Asset Write Downs/Write Offs

During the second quarter of 2002, as a result of management's current evaluation of the K-MAX program, the Aerospace segment wrote down its K-MAX helicopter program assets, including $46,665 for inventories and $3,335 for fixed assets. In addition, the segment wrote off Moosup facility assets of $2,679, as a result of the previously described facility closure. These charges are included in cost of sales for 2002.

Item 1. Financial Statements, Continued:
Notes to Condensed Consolidated Financial Statements
(In thousands)

Restructuring Costs and Asset Write Downs/Write Offs

The following table displays the activity and balances of these pre-tax charges as of June 30, 2002:

		Deductions		
	Total Charge	Cash Payments	Non Cash Charges	Balance at June 30, 2002
Restructuring costs				
Employee termination benefits	$ 3,290	$	$	$ 3,290
Facility closings	5,000			5,000
Total restructuring costs	8,290			8,290
Asset write downs/write offs				
Inventory	46,665	-	46,665	-
Fixed assets	6,014	-	6,014	-
Total asset write downs	52,679	-	52,679	-
Total	$60,969	$ -	$52,679	$ 8,290

Accrued Contract Loss

~~During the second quarter of 2002, the Corporation's Aerospace segment recorded a pre-tax charge of $25,000 for estimated cost growth on the Australia SH-2G(A) helicopter program, which has put the contract in a loss position. Accordingly, the Company has eliminated the $6,505 profit element of previously recorded sales and has recognized pre-tax loss accruals of $18,495 for anticipated cost growth associated with completion of the aircraft, final integration and testing of the aircraft's advanced Integrated Tactical Avionic System (ITAS) software. In the second quarter of 2001, the Aerospace segment recorded a sales and pre-tax earnings adjustment of $31,181, substantially all of which was associated with a change in estimated costs to complete the SH-2G(A) helicopter program.~~

Item 1. Financial Statements, Continued:

Notes to Condensed Consolidated Financial Statements
(In thousands except share amounts)

Amendment to Revolving Credit Agreement

~~During the second quarter of 2002, the Corporation's Revolving Credit Agreement was amended to exclude the non-cash portion of the 2002 second quarter charges, up to $52,500, from the financial covenant calculations under the Agreement.~~

Net Gain on Sale of Product Line and Other Assets

~~Included in "Other (income)/expense, net" for the 2002 second quarter and six month results is a pre-tax $1,928 gain from the sale of the Company's microwave products line. The 2001 second quarter and six months results included gains from the sale of facilities of $677 in the first quarter and an additional $2,002 in the second quarter.~~

Cash Flow Items

~~Cash payments for interest were $1,086 and $1,135 for the six months ended June 30, 2002 and 2001, respectively. Cash payments for income taxes for the comparable periods were $2,428 and $13,281, respectively.~~

Comprehensive Income/(Loss)

~~Comprehensive income (loss) was $(44,955) and $(3,794) for the six months ended June 30, 2002 and 2001, respectively. Comprehensive income (loss) was $(50,302) and $(12,398) for the three months ended June 30, 2002 and 2001, respectively. The changes to net earnings (loss)used to determine comprehensive income (loss) are foreign currency translation adjustments.~~

Item 1. Financial Statements, Continued:

Notes to Condensed Consolidated Financial Statements
(In thousands except share amounts)

Shareholders' Equity

Changes in shareholders' equity were as follows:

Balance, January 1, 2002	$333,581
Net earnings (loss)	(45,025)
Foreign currency translation adjustment	70
Comprehensive income/(loss)	(44,955)
Dividends declared	(4,929)
Employee stock plans	1,338
Balance, June 30, 2002	$285,035

Recent Accounting Standards

In June 2002, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards No. 146, "Accounting for Costs Associated with Exit or Disposal Activities" ("SFAS 146"). This statement provides guidance on the recognition and measurement of liabilities associated with disposal activities and is effective for the Corporation on January 1, 2003. The Corporation is currently reviewing the provisions of SFAS No. 146 to determine the standard's impact upon adoption.

Subsequent Events

On July 1, 2002, the Corporation completed its acquisition of Dayron, a weapons fuze manufacturer, located in Orlando, Florida In late July, the Corporation acquired RWG Frankenjura-Industrie Flugwerklager GmbH (RWG), a German aerospace bearing manufacturer. The Corporation used approximately $32,200 for these acquisitions.

Item 1. Financial Statements, Continued:

Notes to Condensed Consolidated Financial Statements
(In thousands except share amounts)

Business Segments

Summarized financial information by business segment is as follows:

	For the Three Months Ended June 30,		For the Six Months Ended June 30	
	2002	2001	2002	2001

Net sales:				
Aerospace	$ 60,426	$ 54,554	$136,027	$146,712
Industrial Distribution	121,034	113,033	238,475	236,104
Music Distribution	27,681	26,751	57,732	56,011
	$209,141	$194,338	$432,234	$438,827
Operating profit (loss):				
Aerospace	$(78,024)	$(20,929)	$(68,874)	$(10,740)
Industrial Distribution	3,464	3,582	6,057	8,660
Music Distribution	707	563	2,062	1,882
	$(73,853)	$(16,784)	$(60,755)	$ (198)
Interest, corporate and other expense, net	(3,083)	(1,686)	(7,570)	(4,806)
Earnings (loss) before income taxes	$(76,936)	$(18,470)	$(68,325)	$ (5,004)

	June 30, 2002	December 31, 2001
Identifiable assets:		
Aerospace	$280,249	$302,076
Industrial Distribution	143,482	134,974
Music Distribution	46,543	45,783
Corporate	18,131	39,113
	$488,405	$521,946

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Results of Operations

In the quarter ended June 30, 2002, the corporation recorded pre-tax charges totaling $86.0 million (of which $52.7 million are non-cash) to cover the write down of K-MAX (registered trademark) helicopter assets, principally inventories; for cost growth associated with the Australia SH-2G (A) program; and to phase out operations at its Moosup, Conn. plant. Details are discussed below.

Consolidated revenues for the quarter ended June 30, 2002, were $209.4 million, compared to $194.6 million the previous year. Consolidated revenues for the first six months of 2002 were $432.7 million compared to $439.3 million for the first half of 2001. Revenue in the three and six month periods ended June 30, 2002 were reduced by $6.5 million as a result of the Australia program adjustment. The 2001 quarter and first half revenues were reduced by $31.2 million, reflecting a sales and pre-tax earnings adjustment taken in that year's second quarter relating principally to cost growth for the Australia program.

Aerospace segment net sales for the second quarter of 2002 were $60.4 million, compared to $54.6 million in the previous year. Excluding the impact of the Australia program adjustments, sales for the 2002 quarter were $66.9 million, compared to $85.8 million in 2001. These results reflect reduced helicopter program revenues as the Australia and New Zealand SH-2G programs mature and the lack of K-MAX helicopter sales in both periods. Aerospace segment sales for the first six months of 2002 were $136.0 million, compared to $146.7 million the previous year. Excluding the impact of the Australia program adjustments, sales in the first half of 2002 were $142.5 million, compared to $177.9 million in 2001.

The Aerospace segment's programs include helicopter manufacturing along with spare parts and support; aerostructure and helicopter subcontract work as well as manufacture of components such as self lubricating bearings and driveline couplings for aircraft applications; and advanced technology products.

The corporation's helicopter programs include the SH-2G multi-mission maritime helicopter and the K-MAX medium-to-heavy external lift helicopter. For the second quarter, these programs together constitute about 23 percent of Aerospace segment sales compared to 21 percent a year ago, including the adjustments. SH-2G retrofit helicopter sales represent virtually all of the

segment's helicopter program sales. These percentages reflect reduced revenues from the SH-2G helicopter programs for Australia and New Zealand as those programs mature as well as the absence of K-MAX helicopter sales in both periods.

The $86.0 million in pre-tax charges include a non-cash $50.0 million charge for the write-down of K-MAX helicopter program assets, including $46.7 million for inventories and $3.3 million for fixed assets associated with the program. Development costs for the aircraft were previously written off.

The K-MAX helicopter program, for which the corporation has maintained a substantial inventory, has experienced significant market difficulties in the past several years. There have been no sales of this helicopter since the first quarter of 2001. Following a market evaluation of the program, management has decided to produce further aircraft only upon firm order by a customer and to pursue both a sale and short-term lease program for existing new and used K-MAX aircraft inventory. In connection with this decision, the corporation has written down the value of existing aircraft, excess spare parts and equipment inventories and going forward will continue to maintain adequate inventories and personnel to support the fleet.

The 2002 pre-tax charges also include the impact of $25.0 million of additional cost growth in the Australia SH-2G helicopter program, which has put the contract in a loss position. Accordingly, the corporation has eliminated the $6.5 million profit element of previously recorded sales and has recognized pre-tax loss accruals of $18.5 million for anticipated cost growth associated with completion of the aircraft, and final integration and testing of the aircraft's advanced Integrated Tactical Avionics System (ITAS) software. This program involves eleven (11) helicopters with support, including a support services facility, for the Royal Australian Navy. The total contract has an anticipated value of about $700 million (US). The helicopter production portion of the work is valued at $580 million, of which about 88% has now been recorded as revenue, including the 2002 second quarter adjustment. Ten of the aircraft are substantially complete. All of the aircraft presently lack the full ITAS software because the corporation has been required to select new subcontractors to complete ITAS software development as a result of a contract dispute settlement with the original software supplier. One result of the new subcontractor arrangements is that Kaman now has responsibility

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

for aircraft system integration (previously a subcontracted task). Work with the new subcontractors is proceeding and the corporation continues its discussions with the Royal Australian Navy to develop an acceptable plan for completion of aircraft Deliveries with the full ITAS software, which plan is expected to include phased acceptance of the aircraft. The corporation anticipates that the fully completed ITAS software will be installed and operational by the end of 2004. When equipped with the full ITAS, the SH-2G(A)helicopter will have the most sophisticated, integrated cockpit and weapons system available in an intermediate weight helicopter.

The program for New Zealand involves five (5) aircraft, and support, for the Royal New Zealand Navy. The contract has an anticipated value of about $186 million (US), of which about 97% has now been recorded as revenue. Four SH-2G(NZ) helicopters have been delivered and have completed final acceptance by the New Zealand Defence Force. The fifth aircraft, ordered on option under the original contract, is scheduled for delivery before the end of 2002.

In June, the corporation received a $4.2 million contract to support 10 SH-2G aircraft already in service with the Egyptian Air Force primarily in anti-submarine warfare and utility roles. The corporation is also in a competition to supply up to six search and rescue helicopters to Egypt. Previously, the corporation has indicated that it does not expect an award to be made prior to the fourth quarter of 2002. Events in that region of the world are now making it more difficult to estimate when the government might act upon this procurement.

In February, the corporation received a small initial contract from the U.S. Navy to begin a process towards refurbishing four existing SH-2G aircraft previously in service with the U.S. Navy Reserves to operate aboard two Polish Navy frigates in multi-mission roles such as surface surveillance and anti-submarine warfare. The corporation also expects to contract for follow-on work to provide for reactivation of the aircraft, modifications, pilot, sensor and mechanic training, as well as initial spare parts and ongoing contractor engineering and technical support.

The corporation is actively pursuing other opportunities for the SH-2G helicopter in the international defense market. Management

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

believes that the aircraft is in a good competitive position to meet the specialized needs of navies around the world that operate smaller ships for which the SH-2G is ideally sized, while also recognizing that this market is highly competitive and influenced by economic and political conditions.

The corporation also maintains a consignment of the U.S. Navy's inventory of SH-2 spare parts under a multi-year agreement that provides the ability to utilize certain inventory for support of the corporation's SH-2G programs.

Also included in the second quarter 2002 pre-tax charges is $11.0 million for the cost of phasing out the corporation's aircraft manufacturing plant in Moosup, Connecticut, in 2003. The work performed at that facility, the corporation's oldest and least efficient, will be relocated to other company facilities. The charge represents severance costs of about $3.3 million at the Moosup and Bloomfield, Conn. locations which is expected to involve the separation from service of approximately 409 employees; asset write offs of about $2.7 million; and $5.0 million for the cost of closing the facility. An additional $8.3 million of ongoing pre-tax costs are expected to be incurred in the second half of 2002 and later periods, mostly in 2003, for moving machinery and recertifying products and processes.

The Aerospace segment also performs aerostructure and helicopter subcontract work for a variety of aerospace manufacturing programs as well as manufacture of proprietary self-lubricating bearings. This work currently constitutes about 55% of Aerospace segment sales, compared to about 58% a year ago.

Aerostructures subcontract work involves commercial and military aircraft programs. Current programs include production of various structures for virtually all Boeing commercial aircraft and major structural assemblies for the C-17 military transport. During the second quarter, the corporation received a new contract from Boeing related to the production and fabrication of an additional group of subassemblies that will become part of aircraft fuselages, wings and tail structures for Boeing 747, 757, 767 and 777 families of commercial airplanes. Under this new contract, the Aerospace segment will receive and assemble parts from other suppliers and ship higher level assemblies to Boeing.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Helicopter subcontract work involves commercial helicopter programs. Current work includes the production of fuselages and rotor systems for various MD Helicopters, Inc. programs. This work is now projected to run at significantly lower sales rates than originally anticipated.

The segment's proprietary self-lubricating bearings are used in aircraft flight controls, turbine engines and landing gear as well as driveline couplings for helicopters. This business continues to be affected by the drop off in commercial and regional aircraft manufacturing, although the effect has been offset to some degree by increases in commercial aftermarket and military programs. In late July, the corporation acquired RWG Frankenjura Industrie Flugwerklager GmbH (RWG), a German aerospace bearing manufacturer that complements the corporation's proprietary line of bearings and provides a presence in European aerospace markets. The German company had sales of about US $10 million in 2001 and its largest customer is Airbus Industries.

Management considers the aircraft structures and components operations to be a growth business and has placed strategic emphasis on building revenues in this area, both internally and by acquisition. Specifically, in December 2001, the Corporation acquired Plastic Fabricating Company, Inc., a Wichita, Kansas manufacturer of composite parts and assemblies for aerospace applications. This acquisition provides the segment with a presence in one of the largest aerospace manufacturing areas in the United States and complements its existing composites and metal bonding operations.

The Aerospace segment also produces advanced technology products, which accounted for approximately 22% of Aerospace segment revenues in the second quarter of 2002, about the same as the prior year period. This portion of the segment's business is benefiting from increased defense spending. Products include safe, arm and fuzing devices for several missile programs; high reliability memory systems for airborne, shipboard, and ground based applications; precision non-contact measuring systems for industrial and scientific use; and high power permanent magnet motors used commercially in the oil service and transportation industries and for military uses.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

On July 1, the corporation completed its acquisition of Dayron, (a division of DSE, Inc.) a weapons fuze manufacturer, located in Orlando, Florida. Dayron manufactures bomb fuzes for a variety of munitions programs, and has the contract to develop a fuze for the Air Force Joint Programmable Fuze (JPF) program. The Corporation expects to receive the results of qualification testing for the JPF program late in the first quarter of 2003. Dayron had sales of approximately $14 million for calendar year 2001.

The corporation is part of the industry team selected by the U.S. Navy to design the integrated electric drive system for the Navy's DD(X) next generation surface vessel. The DD(X) contract award has not yet been made pending resolution of the losing team's protest, and then final contract negotiations. The corporation also received small contracts during the quarter to supply permanent magnet motors and electronic drives for an advanced technology bus program in Boston and for oil and gas drilling rigs.

During the second quarter, the corporation sold its microwave products line, which had sales of about $7.5 million in 2001. That product line was associated with the former Kaman Sciences Corp. subsidiary which was sold in 1997 to ITT Industries and was no longer core to the segment's advanced technology business.

Industrial Distribution segment net sales for the second quarter of 2002 were $121.0 million (including $9.8 million from recent acquisitions) compared to $113.0 in the 2001 quarter. For the six-month period, segment net sales were $238.5 million (including $17.3 million from recent acquisitions) compared to $236.1 million the previous year. Without acquisitions, 2002 second quarter sales were only slightly below the prior year period, the best quarterly year to year comparison since the fourth quarter of 2000.

Since the segment's customers include nearly every sector of U.S. industry, this business is influenced by industrial production levels and has been adversely affected by the conditions in the manufacturing sector that have existed since late 2000. While there is some indication that the manufacturing sector is slowly starting a recovery, there is some concern that the U.S. economy could relapse into recession later this year. If the recovery does occur, management believes

~~that this segment will be in a good position to benefit later this year (since historically the industrial distribution industry tends to experience recovery several months after the upturn actually begins). Ongoing cost reduction activity has helped the segment to remain profitable despite difficult economic conditions for its customer base.~~

~~The Industrial Distribution segment's 2002 results include A-C Supply of Milwaukee, Wisconsin, which was acquired in September 2001. During the first quarter, the corporation also acquired a 60% interest in Delamac de Mexico S.A. de C.V. ("Delamac"), a leading distributor of industrial products headquartered in Mexico City. These acquisitions expand the segment's presence into new geographical areas and improve its ability to serve national account customers. These acquisitions also represent incremental steps in the corporation's overall strategy of building the value of its businesses through acquisitions and internal growth. Operating results for A-C Supply have thus far been marginal as market conditons continue to be very soft. Management is working to integrate this operation into the segment.~~

~~Music Distribution segment net sales were $27.7 million for the second quarter of 2002 compared to $26.8 million the previous year. Net sales for the first half of 2002 were $57.7 million, compared to $56.0 million in the 2001 period. The segment had a good quarter despite sluggishness in both domestic and international markets. Sales to large domestic national chain stores were slower than had been anticipated, however there were some gains in the balance of the segment's customer base.~~

~~During the second quarter, the Music segment began distributing Sabian cymbals and percussion accessories as part of its line of premium products. In addition, this segment is now in the second year of its exclusive distribution and sales license with Fred Gretsch Enterprises and has successfully launched the high quality Gretsch drum kit lines in domestic and foreign markets.~~

~~As a result of the charges previously described, for the quarter and six months ended June 30, 2002, the corporation's segments, in total, experienced a net loss of $73.8 million and $60.7 million, respectively, compared to a net loss of $16.8 million and $198 thousand for the prior year periods. The 2001 periods~~

Item 2. Management's Discussion and Analysis of Financial
Condition and Results of Operations (Continued)

~~include a $31.2 million sales and pre-tax earnings adjustment, primarily attributable to the Australia SH-2G program.~~

~~As a result of the charges previously described, the Aerospace segment had operating losses of $78.0 million and $68.9 million for the three month and six month periods of 2002 compared to an operating loss of $20.9 million and $10.7 million in the comparable periods of 2001. Excluding the 2002 pre-tax charges and the 2001 sales and pre-tax earnings adjustment, operating profit for the Aerospace segment was $8.0 million for the second quarter of 2002, compared to $10.3 million the previous year. Excluding the 2002 charges and 2001 adjustment, for the first half of 2002, the Aerospace segment had an operating profit of $17.1 million compared to $20.5 million the previous year. These results reflect reduced revenues in the segment's helicopter programs.~~

~~Operating profit for the Industrial Distribution segment was~~

$3.5 million for the second quarter and $6.1 million for the six month period, compared to $3.6 million and $8.7 million in the comparable 2001 time periods. Results reflect intense pricing pressures in the marketplace and very difficult economic conditions affecting the segment's customer base.

Operating profit for the Music Distribution segment was $707 thousand in the second quarter and $2.1 million for the six months ended June 30, 2002 compared to $563 thousand and $1.9 million for the comparable periods of 2001.

For the six months ended June 30, 2002, interest expense was about $1.1 million, level with the same period of 2001. For the six months ended June 30, 2002, interest income was $190 thousand, compared to $1.1 million the previous year. These amounts are netted together on the Condensed Consolidated Statements of Operations.

Other income for the quarter and six months ended June 30, 2002 includes a pre tax $1.9 million gain from the sale of the corporation's microwave products line. The 2001 periods included gains from the sale of facilities of $0.7 million in the first quarter and an additional $2.0 million in the second quarter.

The tax benefit for the first half of 2002 is calculated at approximately 34% and represents the combined estimated federal and state tax effect attributable to the second quarter loss. In

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

the 2001 period, the corporation adjusted its estimated tax rate to 25 percent, primarily due to reduced tax considerations on the Australian helicopter program.

Including the pre-tax charges, the corporation reported a net loss for the second quarter of $50.4 million, or $2.25 loss per share diluted, compared to a net loss of $12.5 million, or $0.56 net loss per share diluted in the 2001 second quarter. Excluding the charges, 2002 second quarter net earnings were $5.6 million, or $0.25 per share diluted. The 2001 second quarter loss included the $31.2 million sales and pre tax adjustment associated with the change in estimated costs to complete the Australia SH 2G program. Excluding the adjustment, 2001 second quarter net earnings were $8.3 million, or $0.36 per share diluted. For the first half of 2002, including the $86.0 in pre-tax charges, the corporation reported a net loss of $45.0 million, or $2.01 loss per share diluted, compared to a net loss of $3.8 million, or $0.17 loss per share diluted in the same period last year. Excluding the charges, the 2002 six month net earnings were $11.0 million, or $0.48 per share diluted. Excluding the 2001 adjustment, six month earnings for that year were $17.0 million, or $0.74 per share diluted.

In June 2002,the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 146, "Accounting for Costs Associated with Exit or Disposal Activities" ("SFAS 146"). This statement provides guidance on the recognition and measurement of liabilities associated with disposal activities and is effective for the corporation on January 1, 2003. The corporation is currently reviewing the provisions of this statement to determine its impact upon adoption.

Critical Accounting Policies

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant accounting policies are disclosed in the Notes to Consolidated Financial Statements in the corporation's Annual Report on Form 10-K for the year ended December 31, 2001. The

most significant current areas involving management judgments and estimates are described below. Actual results could differ from those estimates.

Long Term Contracts - Revenue Recognition

Sales and estimated profits under long-term contracts are principally recognized on the percentage-of-completion method of accounting, generally using either a ratio that costs incurred bear to estimated total costs, after giving effect to estimates of costs to complete based upon most recent information for each contract, or units of delivery as the measurement basis for effort accomplished. Reviews of contracts are made periodically throughout their lives and revisions in profit estimates are recorded in the accounting period in which the revisions are made. Any anticipated contract losses are charged to operations when first indicated.

Inventories

Inventory of merchandise for resale is stated at cost (using the average costing method) or market, whichever is lower. Contracts and work in process and finished goods are valued at production cost represented by material, labor and overhead, including general and administrative expenses where applicable. Contracts and work in process and finished goods are not recorded in excess of net realizable values.

Liquidity and Capital Resources

During the first half of 2002, operating activities used $15.1 million in cash, principally due to increased accounts receivable in the Aerospace and Industrial Distribution segments. Aerospace accounts receivable increased principally as a result of the Australian SH-2G helicopter program and the MD helicopter subcontract work, while Industrial Distribution receivables were higher as a result of increased sales compared to the traditionally weaker fourth quarter of the prior year. Cash was also used as accounts payable and other liabilities decreased during the first half of 2002, principally in the Aerospace segment. Cash flow for the six month period was generally not affected by the $86.0 million second quarter charges previously described because $52.7 million of the charges were non-cash in nature and $6.5 million consisted of a write down of receivables. Additionally, $8.3 million of the Moosup restructuring and the $18.5 million loss accrual attributable to the Australia SH-2G program are expected to be spent in later 2002 and future periods. The charges are expected to result in a tax benefit of about 34 percent and actual cash recovery will be deferred into 2003 and future periods.

During the first half of 2002, cash was generated from investing activities principally due to the sale of the microwave products line. This was offset to some degree by the acquisition of Delamac and by the purchase of items such as machinery and computer equipment. Cash used by financing activities was primarily attributable to the payment of dividends to shareholders and to a lesser degree the sinking fund requirement for the corporation's debentures (described below).

At June 30, 2002, the corporation had $23.2 million of its 6% convertible subordinated debentures outstanding. The debentures are convertible into shares of Class A common stock at any time on or before March 15, 2012 at a conversion price of $23.36 per share, generally at the option of the holder. Pursuant to a sinking fund requirement that began March 15, 1997, the corporation redeems approximately $1.7 million of the outstanding principal of the debentures each year.

In November, 2000, the corporation's board of directors approved a replenishment of the corporation's stock repurchase program, providing for repurchase of an aggregate of 1.4 million Class A common shares for use in administration of the corporation's stock plans and for general corporate purposes. No shares were purchased during the first half of 2002. As of June 30, 2002, a total of almost 212,000 shares have been repurchased under the program.

The corporation maintains a revolving credit agreement involving a group of financial institutions. The agreement has a maximum unsecured line of credit of $225 million which consists of a $150 million commitment for 5 years, which expires in 2005, and a $75 million commitment under a "364 day" arrangement which is renewable annually for an additional 364 days, upon the consent of the banks. The most restrictive of the covenants contained in the new agreement requires the corporation to have EBITDA, as defined, at least equal to 300% of net interest expense and a ratio of consolidated total indebtedness to total capitalization of not more than 55%. Prior to the end of the second quarter, management discussed the potential for second quarter charges with the bank group and in late June, an amendment to the

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

revolving credit agreement was entered into, under which the non-cash portion of the 2002 second quarter charges, up to $52.5 million, can be excluded from the financial covenant calculations.

Letters of credit are generally considered borrowings for purposes of the revolving credit agreement. A total of $51.0 million in letters of credit are currently outstanding under the agreement, most of which is related to the Australia SH-2G program. Reductions to the Australia letters of credit are anticipated as agreed upon performance milestones are reached and as the corporation and the Australian government agree upon a process for completion of delivery of the SH-2G(A) aircraft with the full ITAS software.

Total average bank borrowings were $3.0 million and $2.1 million for the six months ended June 30, 2002 and 2001, respectively.

Subsequent to June 30,2002, cash in the amount of approximately $32.2 million was used for the acquisitions of Dayron and RWG. In connection with the acquisition of RWG, in July the corporation

~~established a 10 million Euro term loan and revolving credit facility with one of its revolving credit agreement lenders having offices in London. In general, the term of this facility will expire at the same time as the five year revolving credit facility described previously.~~

~~Management believes that the corporation's cash flow from operations and available unused bank lines of credit under its revolving credit agreement will be sufficient to finance its working capital and other recurring capital requirements for the foreseeable future.~~

~~Forward-Looking Statements~~

~~This report contains forward-looking information relating to the corporation's business and prospects, including the SH-2G and K-MAX helicopter programs, aerostructures, helicopter structures, and components, advanced technology products, including fuzes for the JPF program, the industrial and music distribution businesses, operating cash flow, 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~~

~~Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)~~

~~and thereafter contract negotiations with government authorities, including foreign governments; 2) political developments in countries where the corporation 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, including industry consolidation in the United States and global economic conditions; 5) timing of satisfactory completion of the Australian SH-2G(A) program; 6) sales under the MDHI helicopter subcontract program; 7) actual costs for moving equipment and recertifying products and processes in connection with phase out of the Moosup, Connecticut facility; 8) JPF program qualification test results; 9) timing, degree and scope of market acceptance for products such as a repetitive lift helicopter; 10) U.S. industrial production levels; 11) changes in supplier sales policies; 12) the effect of price increases or decreases; and 13) currency exchange rates, taxes, changes in laws and regulations, inflation rates, general business conditions and other factors. Any forward-looking information should be considered with these factors in mind.~~

~~Item 3. Quantitative and Qualitative Disclosures About Market Risk~~

~~The corporation has various market risk exposures that arise from its normal business operations, including currency exchange rates, supplier price changes, and interest rates as well as other factors described in the Forward Looking Statements section of this report.~~

~~The corporation's exposure to currency exchange rates is managed at the corporate and subsidiary operations levels as an integral part of the business.~~

~~The corporation's exposure to supplier sales policies and price changes relates primarily to its distribution businesses and the corporation seeks to manage this risk through its procurement policies and maintenance of favorable relationships with suppliers.~~

~~The corporation's exposure to interest rate risk relates primarily to its financial instruments, and is managed through~~

the use of a combination of short term investments with market
interest rates, long term debt obligations with fixed interest

Item 3. Quantitative and Qualitative Disclosures About Market Risk (Continued)

rates, and revolving credit facilities with variable interest rates. Fees and interest rates charged on revolving credit commitments and borrowings are based upon borrowing levels, market interest rates, and the corporation's credit rating. Letters of credit are generally considered borrowings for purposes of the corporation's revolving credit agreement.

While there has been no significant change in the corporation's exposure to these market risk factors during the second quarter of 2002, the corporation anticipates an increase in bank borrowings during 2002, principally for planned acquisitions. Management believes that any near term change in the market risk factors described above should not materially affect the consolidated financial position, results of operations or cash flows of the corporation.

Item 1. Legal Proceedings

On June 25, 2002, a motion was filed in the United States District Court for the District of Oregon in the case of Robert G. Baker v. Kaman Aerospace Corporation, K-MAX Corporation, and Kamatics Corporation (all subsidiaries of the Corporation) seeking to amend the complaint in this action to include a claim for punitive damages in the amount of $25 million. The original complaint was filed on April 2, 2001 by Mr. Baker as a claim for $10 million in damages for economic and non-economic injuries arising out of an accident involving one of the corporation's K-MAX helicopters alleged to have been caused by the failure of a clutch assembly on the aircraft. The corporation is engaged in a vigorous defense of the case and has objected to the motion for punitive damages. A suit has been filed against the Corporation by the customer's hull insurer in the same accident and there are three other cases pending against the Corporation in which damages sustained in two other accidents involving K-MAX helicopters are alleged to have been caused by similar equipment failures. The corporation believes that neither the Baker claim nor any of the earlier claims is or will be material to the business of the corporation, either individually or in the aggregate. Further, management believes that each claim is covered by insurance, subject to applicable deductibles, and in the case of a punitive damage claim, provided that insurance coverage is permitted under applicable law and public policy.

In addition, on April 5, 2002, Kaman Music Corporation, a subsidiary of the corporation, together with a number of other unrelated parties, received from the U.S. Environmental Protection Agency ("EPA") Special Notice Letters ("SNL") advising of potential liability with respect to the Barkhamsted-New Hartford Landfill Superfund Site (the "Site"), located in Barkhamsted, Connecticut. Through the SNL, the EPA seeks a commitment for the performance of a "monitored natural attenuation" groundwater remedy at the Site. Since receiving the SNL, the corporation and other parties have been negotiating with EPA and each other over the terms of a potential settlement. Based on such negotiations, the corporation believes that it may have the opportunity to enter into agreements releasing it from substantially all current responsibility for such remedy in exchange for payments totaling approximately $200,000. Negotiations are continuing. The corporation previously settled its responsiblity for the initial stages of investigation and study for the Site in the mid-1990s for a similar amount.

Item 6. Exhibits and Reports on Form 8-K.

(a) Exhibits to Form 10-Q:

3(ii)	Bylaws of the Corporation
10	Amendment No. 1 to Revolving Credit Agreement dated as of June 28, 2002
11	Earnings (Loss) Per Share Computation
99.1	Certification of Chief Executive Officer
99.2	Certification of Chief Financial Officer

(b) Report on Form 8-K filed in the second quarter of 2002:

(1) A report on Form 8-K was filed on May 20,2002, reporting that the Company has signed an agreement to acquire the Dayron division of DSE, Inc., a privately held company based in Orlando, Florida.

(2) A report on Form 8-K was filed on June 14, 2002, reporting that the Company will phase out operations at Kaman Aerospace's Moosup, Connecticut manufacturing plant over the next 12-18 months. The facility is expected to be closed by the end of 2003.

(c) Report on Form 8-K filed subsequent to the second quarter of 2002:

(1) A report on Form 8-K was filed on July 24, 2002, reporting that the Company has signed an agreement to acquire the privately held German aerospace bearing manufacturing company, RWG Frankenjura-Industrie Flugwerklager GmbH, headquartered in Dachsbach, Germany.

(2) A report on Form 8-K was filed on August 1, 2002, reporting the Company's financial results for the second quarter and six months ended June 30, 2002. In the quarter, the Company recorded pre-tax charges totaling $86.0 million (of which $52.7 million are non-cash) to cover the write-down of K-MAX helicopter assets, principally inventories; for cost growth associated with the Australian SH-2G(A) helicopter program; and to phase out operations at its Moosup, Conn. plant.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

KAMAN CORPORATION
Registrant

Date: August 14, 2002 By: /s/ Paul R. Kuhn

Paul R. Kuhn
Chairman, President and
Chief Executive Officer
(Duly Authorized Officer)

Date: August 14, 2002 By: /s/ Robert M. Garneau

Robert M. Garneau
Executive Vice President and
Chief Financial Officer

KAMAN CORPORATION AND SUBSIDIARIES

Index to Exhibits

Exhibit 3(ii)	Bylaws of the Corporation	Attached
Exhibit 10	Amendment No. 1 to Revolving Credit Agreement dated as of June 28, 2002	Attached
Exhibit 11	Earnings (Loss) Per Share Computation	Attached
Exhibit 99.1	Certification of Chief Executive Officer	Attached
Exhibit 99.2	Certification of Chief Financial Officer	Attached

~~Exhibit 3(ii)~~

~~KAMAN CORPORATION~~
~~BY LAWS~~

~~ARTICLE I~~
~~Offices~~

~~1. The principal office of this corporation shall be at such place in the Town of Bloomfield in the State of Connecticut as the Directors shall from time to time designate. The corporation may have such other offices within or without the State of Connecticut as the Directors may from time to time determine.~~

~~ARTICLE II~~
~~Meeting of Stockholders~~

~~1. PLACE OF MEETINGS. All meetings of the stockholders shall~~

~~be held at the principal office or place of business of the corporation, or at such place within or without the State of Connecticut as from time to time may be designated by resolution of the Board of Directors.~~

~~2. ANNUAL MEETINGS. The annual meetings of the stockholders shall be held on such day, other than a legal holiday, in the month of March or April of each year and at such time and place as may be designated by the Board of Directors. The purpose of such meeting shall be the election of a Board of Directors by ballot and the transaction of such other business as may properly come before such meeting. If the annual meeting of the stockholders be not held as herein prescribed, the election of directors may be held at any meeting thereafter called pursuant to these by-laws or otherwise lawfully held.~~

~~3. NOTICE OF ANNUAL MEETING. A notice setting out the day, hour and place of such annual meeting shall be mailed, postage prepaid, to each stockholder of record at his address as the same appears on the stock book of the corporation, or if no such address appears, at his last known address, not less than seven (7) days nor more than fifty (50) days before such annual meeting. Such notice shall also state any proposed amendment or repeal of the by laws of the corporation and any other proposed matter other than the election of directors which, under the Connecticut Stock Corporation Law, expressly requires the vote of stockholders.~~

~~4. ADJOURNMENT OF STOCKHOLDERS' MEETING. If a quorum is not present at any meeting of the stockholders, the stockholders present, in person or by proxy, may adjourn such meeting to such future time as shall be agreed upon by them, and notice of such adjournment shall be given to the stockholders not present or~~

~~represented at the meeting; but if a quorum be present, the stockholders present may adjourn from day to day as they see fit, and no notice of such adjournment need be given.~~

~~5. SPECIAL MEETINGS. Special Meetings of the stockholders may be called at any time by the President or by resolution of the Board of Directors. A special meeting of the stockholders shall be called by the President upon the request of any two (2) directors or upon the written request of one (1) or more stockholders holding in the aggregate at least one-tenth (1/10) of the total number of shares entitled to vote at such meeting. The Secretary shall mail a notice of such meeting to each stockholder of record not less than seven (7) days nor more than fifty (50) days before such meeting, and such notice shall state the day, hour and place of such meeting and the purpose thereof.~~

~~6. WAIVER OF NOTICE. Notice of any stockholders' meeting may be waived in writing by all the stockholders, and if any stockholder present at a stockholders' meeting does not protest the lack of proper notice prior to or at the commencement of the meeting, he shall be deemed to have waived notice of such meeting.~~

~~7. SHAREHOLDERS' CONSENT. Any resolution in writing approved and signed by all the stockholders or their proxies or attorneys shall have the same force and effect as if it were a vote passed by all the stockholders at a meeting duly called and held for that purpose. In addition, actions taken at any meeting of stockholders however called and with whatever notice given, if any, shall be as valid as though taken at a meeting duly called and held on notice, if:~~

~~(1) All stockholders entitled to vote were present in person or by proxy and no objection to holding the meeting was made by any stockholder; or~~

~~(2) A quorum was present, either in person or by proxy, and no objection to holding the meeting was made by any stockholder entitled to vote so present, and if, either before or after the meeting, each of the persons entitled to vote not present in person or by proxy signs a written waiver of notice, or a consent to the holding of the meeting or an approval of the action. The Secretary shall record all such resolutions, waivers, consents~~

~~and approvals in the minute book of the corporation.~~

~~8. QUORUM. A majority of the stock issued and outstanding, either in person or by proxy, shall constitute a quorum for the transaction of business at any meeting of the stockholders; except that if no quorum be present, a majority of the stockholders present in person or by proxy may adjourn the meeting to such time as they may determine. Notice of any such adjournment shall be given to the stockholders not present or represented at such meeting.~~

~~9. PROXIES. At all meetings of the stockholders any stockholder entitled to vote may vote either in person or by proxy. Such proxy shall be in writing, but need not be sealed, witnessed or acknowledged, and shall be filed with the Secretary before the meeting or before being voted.~~

~~10. NUMBER OF VOTES OF EACH STOCKHOLDER. Each stockholder, whether represented in person or by proxy, shall be entitled to one (1) vote for each share of stock standing in his own name on the books of this corporation on the record date.~~

~~11. VOTING. In the election of directors and in voting on any question on which a vote by ballot is required by law or is demanded by any stockholder, the voting shall be by ballot; on all other questions it may be viva voce.~~

~~12. RECORD DATE. For the purpose of determining which stockholders are entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or which stockholders are entitled to receive payment of any dividend or for any other proper purpose, the Board of Directors, and in the absence of their action the Secretary of the corporation or any other person lawfully acting, shall set a record date which shall not be any earlier than the date on which the Board of Directors, the Secretary or such other authorized party acts to set such record date, no more than seventy (70) nor less than ten (10) days before the particular event requiring such determination of stockholders is to occur.~~

~~ARTICLE III~~
~~Directors~~

~~1. NUMBER, ELECTION AND TERM OF OFFICE. The property, business and affairs of the corporation shall be managed by a Board of Directors composed of not less than three nor more than fifteen directorships in number, which directorships need not be filled by persons who are stockholders. The actual number of directorships shall be fixed by the incorporators and subscribers at their first meeting, and thereafter as the Board of Directors may determine. The first Board of Directors shall be elected at the organizational meeting of the corporation. Thereafter the directors shall be elected by ballot by the stockholders at their annual meeting and shall hold office until the next annual meeting and until their successors shall be chosen and qualified in their stead. (Amended Effective 4/18/94)~~

~~2. VACANCIES. Any vacancy in the Board of Directors by reason of death, resignation or other cause may be filled for the unexpired portion of the term by a concurring vote of a majority of the remaining directors in office, or by action of the sole~~

~~remaining director in office, though such remaining directors are less than a quorum, though the number of directors at the meeting to fill such vacancy are less than a quorum and though such majority is less than a quorum.~~

~~3. POWERS OF DIRECTORS. The directors shall have the general management and control of the property, business and affairs of this corporation and shall exercise all the powers that may be exercised or performed by this corporation under the statutes, its Certificate of Incorporation, and these By-laws.~~

~~4. PLACE OF MEETINGS. The directors may hold their meetings at such place or places within or without the State of Connecticut as the Board may from time to time determine.~~

~~5. REGULAR MEETINGS. A meeting of the directors for the election of officers and the transaction of any other business that may come before such meeting shall be held without other notice immediately following the organization meeting of the corporation and each annual meeting of the stockholders at the place designated therefor.~~

~~6. OTHER MEETINGS. Other meetings of the directors may be held whenever the President or a majority of the directors may deem it advisable, notice thereof to be mailed or given orally to each director at least two (2) days prior to such meeting. (Amended Effective 4/26/88).~~

~~7. WAIVER OF NOTICE. Notice of any directors' meeting may be waived in writing by all the directors and, if any director present at a directors' meeting does not protest prior to or at the commencement of the meeting the lack of proper notice, he shall be deemed to have waived notice of such meeting.~~

~~8. DIRECTORS' CONSENT. Any resolution in writing, approved and signed by all the directors, shall have the same force and effect as if the same were a vote passed by all the directors at a meeting duly called and held for that purpose, and such resolution shall be recorded by the Secretary in the minute book of the corporation.~~

~~9. QUORUM. A majority of the directorships shall constitute a quorum for the transaction of business at all meetings of the Board of Directors, but any number less than a quorum may adjourn such meeting to a specified date. The act of a majority of the directors present at a meeting at which a quorum is present at the time of the act shall be the act of the Board of Directors.~~

~~10. COMPENSATION OF DIRECTORS. Directors as such shall not receive any stated compensation or salary for their services but, by resolution of the Board, a fixed sum and expenses of attendance may be allowed for attendance at each regular or special meeting of the Board, provided, however, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.~~

~~11. COMMITTEES. The Board of Directors may, by resolution adopted by the affirmative vote of directors holding a majority of the directorships, create one or more committees, such as an Executive Committee, comprising in each case two or more directors, which committee or committees shall have and may exercise all such authority of the Board of Directors as may be delegated to it in such resolution or thereafter by similar resolution.~~

~~12. DIRECTOR EMERITUS. The Board of Directors may, from time to time, appoint any former director of the corporation who shall have retired from the board for reasons of age, health or similar reasons, as Director Emeritus of the corporation. A Director Emeritus shall be entitled to attend such meetings of the directors and be compensated therefor as the board may determine~~

~~13. VICE CHAIRMAN. The Board of Directors may, from time to time, appoint a Vice Chairman of the Board of Directors from among the then serving members of the board who, in the absence or incapacity of the Chairman, shall have the powers and responsibilities of the Chairman with respect to meetings of the Board of Directors and of the Shareholders and shall also assist the Chairman with respect to meetings of the Board of Directors and of the Shareholders as the Chairman may request. The position of Vice Chairman shall not be a corporate office or carry with it any of the powers or responsibilities of any corporate office of the corporation, however, the same individual may simultaneously serve as Vice Chairman and as a corporate officer of the corporation. The Vice Chairman shall serve for a term of one year and until his successor is duly appointed and qualified but may be removed by the Board of Directors at any time with or without cause and with or without notice or hearing. The Vice Chairman may be compensated for his services as such as the board may determine. (Added Effective February 9, 1999)~~

~~14. MANDATORY RETIREMENT AGE. The mandatory retirement age for a director shall be age seventy (70); provided that directors serving on November 14, 2000 shall be eligible to serve until age seventy five (75); and provided further that, Mr. Charles H. Kaman shall not be subject to any age limit (Added effective November 14, 2000).~~

~~ARTICLE IV~~
~~(Amended in its entirety effective 4/24/90)~~
~~Officers~~

~~1. The directors shall elect a Chairman, a President, one or more Vice Presidents, a Treasurer and a Secretary, and may from time to time appoint such other officers as they, the directors, deem expedient. Any two or more offices may be held by the same person except the offices of President and Secretary. The duties of officers of the corporation shall be such as are prescribed by these By-laws and as may be prescribed by the directors.~~

~~2. CHAIRMAN. The Chairman shall preside at all meetings of the directors and of the stockholders and unless the directors otherwise determine, he shall be the chief executive officer of the corporation. As Chief Executive Officer, he shall have general control and management of the corporation's business and affairs, subject to the direction of the Board of Directors. He shall consult with and advise the President concerning the operations of the corporation. The Chairman shall perform such additional duties as may be assigned to him from time to time by the Board of Directors.~~

~~3. PRESIDENT. The President shall perform all duties incident to the office of President and shall have full authority and responsibility for the operation of the business of the corporation, subject to the direction of the Board of Directors and the Chief Executive Officer. In the event of the absence or disability of the Chairman, the President shall perform the duties and have the power of the Chairman. The President shall perform such additional duties as may be assigned to him from time to time by the Board of Directors or the Chief Executive Officer.~~

~~4. VICE PRESIDENT. Any Vice President shall have the powers and perform such duties as may be assigned to him by the Board of Directors or the Chief Executive Officer.~~

~~5. SECRETARY. The Secretary shall keep a record of the minutes of the proceedings of all meetings of stockholders and directors and shall issue all notices required by law or by these By-laws, and he shall discharge all other duties required of such officer by law or designated from time to time by the Board of Directors or by the Chief Executive Officer or as are incident to the office of Secretary. He shall have the custody of the seal of~~

~~this corporation and all books, records and papers of this corporation, except such as shall be in the charge of the Treasurer or of some other person authorized to have custody and possession thereof by a resolution of the Board of Directors.~~

~~6. TREASURER. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation, keep full and accurate accounts of receipts and disbursements and books belonging to the corporation, deposit all moneys and valuable effects in the name and to the credit of the~~

~~corporation in depositories designated by the Board of Directors, and, in general, perform such other duties as may from time to time be assigned to him by the Board of Directors or by the Chief Executive Officer or as are incident to the office of Treasurer.~~

~~7. TERM OF OFFICE. Each of such officers shall serve for the term of one year and until his successor is duly appointed and qualified, but any officer may be removed by the Board of Directors at any time with or without cause and with or without notice of hearing. Vacancies among the officers by reason of death, resignation or other causes shall be filled by the Board of Directors.~~

~~8. COMPENSATION. The compensation of all officers shall be fixed by the Board of Directors, and may be changed from time to time by a majority vote of the board.~~

~~ARTICLE V~~
~~Issue and Transfer of Stock~~

~~1. CERTIFICATES. Certificates of stock shall be in form authorized or adopted by the Board of Directors and shall be consecutively numbered, provided that each certificate shall set forth upon its face as at the time of issue: the name of this corporation, a statement that this corporation is organized under the laws of the State of Connecticut, the name of the person to whom issued, the number of shares represented thereby and the par value of each such share; and provided that each certificate shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and shall be sealed with the seal of this corporation.~~

~~2. TRANSFER. The stock of the corporation shall be transferred only upon the books of the corporation either by the stockholder in person, or by power of attorney executed by him for that purpose, upon the surrender for cancellation of the old stock certificate. Prior to due presentment for registration of transfer of a security, the corporation shall treat the registered owner of a security as the person exclusively entitled to vote, receive notifications and dividends, and otherwise to exercise all the rights and powers of the shares represented by such security.~~

~~The form of transfer shall be as follows:~~

~~For value received ______________________ hereby sell, assign~~

~~and transfer unto ____________________ shares of the capital stock~~

~~represented by the within certificate and do hereby irrevocably~~

~~constitute and appoint ________________ to transfer the said stock~~

~~on the books of the within named corporation with full power of~~

~~substitution in the premises.~~

~~Dated ___________________, 19____.~~

~~In the presence of:~~

~~New certificates shall thereupon be issued to the purchaser or assignee.~~

~~ARTICLE VI~~
~~Seal~~

~~1. The seal of this corporation shall have inscribed thereon the name of this corporation, the word "Seal" and the word "Connecticut", and shall be in the custody of the Secretary.~~

~~ARTICLE VII~~
~~Fiscal Year~~

~~1. The fiscal year of the corporation shall commence on January 1.~~

~~ARTICLE VIII~~
~~Amendments~~

~~1. The by laws of the corporation may be adopted, amended or repealed at any validly called and convened meeting of the Board of Directors by the affirmative vote of Directors holding a majority of the number of directorships at the time or by the unanimous written consent of the Board of Directors as provided in Article III, Section 8 of these by laws. Any notice of a meeting of the Board of Directors at which by laws are to be adopted, amended or repealed shall include notice of such proposed action. (Amended Effective 4/18/94).~~

~~(7/9/02)~~

Exhibit 10

AMENDMENT NO. 1 TO
REVOLVING CREDIT AGREEMENT

This AMENDMENT NO. 1 TO REVOLVING CREDIT AGREEMENT (this "Amendment") is made and dated as of June 28, 2002, by and among(a) Kaman Corporation (the "Company"), (b) the undersigned Banks, and (c) The Bank of Nova Scotia ("Scotiabank") and Fleet National Bank ("Fleet") as the Co-Administrative Agents for the Banks. Unless otherwise defined herein, all capitalized terms used herein and defined in the Credit Agreement are used herein as therein defined.

WHEREAS, the Company, the Banks and the Co-Administrative Agents and certain other parties have entered into that Revolving Credit Agreement, dated as of November 13, 2000 (the "Credit Agreement"), pursuant to which the Banks have made, and have committed to make, Loans and other credit extensions to the Company on the terms set forth therein; and

WHEREAS, the Company has requested that the Banks amend

~~the Credit Agreement and the Banks, on the terms and subject to the conditions set forth below, have agreed to amend the Credit Agreement;~~

~~NOW, THEREFORE, in consideration of the foregoing premises, the Company, the Banks and the Co-Administrative Agents agree as follows:~~

~~1. Amendments to the Credit Agreement. Section 9.2 of the Credit Agreement is hereby amended as follows:~~

~~(a) by deleting clauses (a) and (b) in the definition of "Applicable Margin" in their entirety and replacing such clauses with the following new clauses (a) and (b):~~

~~"(a) For the Revolver A Loans:~~

~~Credit Rating~~		~~Facility Fee Applicable Margin~~	~~Base Rate Applicable Margin~~	~~LIBOR Applicable Margin (if Level of Usage is 50.0% or less)~~	~~LIBOR Applicable Margin (if Level of Usage is greater than 50.0%)~~
~~S&P~~	~~Moody's~~				
~~>= A~~	~~>= A3~~	~~0.150%~~	~~0.000%~~	~~0.600%~~	~~0.725%~~
~~>= BBB+~~	~~>= Baa1~~	~~0.190%~~	~~0.000%~~	~~0.685%~~	~~0.810%~~
~~>= BBB~~	~~>= Baa2~~	~~0.225%~~	~~0.000%~~	~~0.775%~~	~~0.900%~~
~~>= BBB~~	~~>= Baa3~~	~~0.250%~~	~~0.250%~~	~~1.000%~~	~~1.125%~~
~~>= BB+~~	~~>= Ba1~~	~~0.375%~~	~~0.500%~~	~~1.250%~~	~~1.375%~~
~~< BB+~~	~~< Ba1~~	~~0.500%~~	~~0.750%~~	~~1.500%~~	~~1.625%~~

~~Page 1~~

~~(b) For the Revolver B Loans:~~

~~Credit Rating~~		~~Facility Fee Applicable Margin~~	~~Base Rate Applicable Margin~~	~~LIBOR Applicable Margin (if Level of Usage is 50.0% or less)~~	~~LIBOR Applicable Margin (if Level of Usage is greater than 50.0%)~~
~~S&P~~	~~Moody's~~				
~~>= A~~	~~>= A3~~	~~0.125%~~	~~0.000%~~	~~0.625%~~	~~0.750%~~
~~>= BBB+~~	~~>= Baa1~~	~~0.165%~~	~~0.000%~~	~~0.710%~~	~~0.835%~~
~~>= BBB~~	~~>= Baa2~~	~~0.200%~~	~~0.000%~~	~~0.800%~~	~~0.925%~~
~~>= BBB~~	~~>= Baa3~~	~~0.225%~~	~~0.250%~~	~~1.025%~~	~~1.150%~~
~~>= BB+~~	~~>= Ba1~~	~~0.350%~~	~~0.500%~~	~~1.275%~~	~~1.400%~~
~~< BB+~~	~~< Ba1~~	~~0.475%~~	~~0.750%~~	~~1.525%~~	~~1.650%"~~

~~(b) by amending and restating the definition of "EBITDA" in its entirety as follows:~~

~~""EBITDA" shall mean the consolidated operating earnings of the Company and its Subsidiaries for any fiscal period, after all expenses and other proper charges but before the payment or provision for any income taxes, interest expense, special items such as gains or losses on sales of assets, extraordinary or special items reported net of taxes, depreciation or amortization, and all other items reported as non-operating income for such period, in each case without duplication, and all determined in accordance with GAAP; provided that, notwithstanding the foregoing, EBITDA for any period (i) shall be increased by Permitted 2002 Restructuring Charges, to the extent such Permitted 2002 Restructuring Charges were deducted in determining consolidated operating earnings of the Company and its Subsidiaries for such period, and (ii) shall not be~~

increased by any other 2002 Restructuring Charges."

(c) by adding the following new definitions in the appropriate alphabetical location:

""Permitted 2002 Restructuring Charges" shall mean all non-cash charges against earnings taken by the Company, in accordance with GAAP, for the fiscal quarter ending June 30, 2002, in respect of:

(a) asset write-offs in connection with the closing of the Company's plant complex in Moosup, Connecticut, such charges not to exceed, in the aggregate, $2,500,000; and

(b) write down of K-MAX helicopter assets in connection with the Company's curtailment of the K-MAX helicopter program, such charges not to exceed, in the aggregate, $50,000,000.

"2002 Restructuring Charges" shall mean all cash and non-cash charges taken by the Company for the fiscal quarter ending June 30, 2002 in respect of (a) the phase out and closing of the Company's plant complex in Moosup, Connecticut, (b) the SH-2G(A) Australia program and (c) the write down of the K-MAX helicopter assets."

2. Representation and Warranties. The Company represents and warrants to each of the Banks and the Co-Administrative Agents as follows:

(a) The representations and warranties of the Company contained in the Credit Agreement (i) were true and correct in all material respects when made and (ii) shall be true and correct in all material respects on and as of the Effective Date.

(b) The execution and delivery by the Company of this Amendment and the performance by the Company of its agreements and obligations under this Amendment are within its corporate authority, have been duly authorized by all necessary corporate action. Such execution, delivery, and performance by the Company, do not and will not (a) contravene any provision of the Company's Governing Documents, (b) conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in the creation of any Lien upon any of the property of the Company, under any agreement, trust, deed, indenture, mortgage or other instrument to which the Company is a party or by which the Company or any of its properties are bound or affected, or (c) require any waiver, consent or approval by any creditors, shareholders, or public authority.

(c) This Amendment and the Credit Agreement, as amended hereby, constitutes the legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as enforcement may be limited by principles of equity, bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally.

(d) After giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

3. Condition to Effectiveness. This Amendment shall become effective as of the date hereof (the "Effective Date") subject to satisfaction of the following conditions precedent:

(a) Amendment Agreement. This Amendment shall have been duly authorized, executed and delivered to the

~~Administrator by the Company and each of the Banks.~~

~~(b) Guarantor Consent. Each of the Obligors (other than the Company) shall have duly authorized, executed and delivered to the Administrator its consent to this Amendment, in form and substance satisfactory to the Administrator.~~

~~(c) Amendment Fee. The Company shall have paid to the Administrator, for the account of each Bank who executes and delivers this Amendment to the Administrator on or prior to 5:00 p.m. Boston, Massachusetts time, June 28, 2002, a non-refundable amendment fee equal to .125% of the sum of such Bank's outstanding (i) Revolver A Commitment and (ii) Revolver B Commitment.~~

~~(d) Officer's Certificate. The Administrator shall have received from the Company a certificate, dated the Effective Date, of its Secretary as to:~~

~~(i) resolutions of its Board of Directors then in full force and effect authorizing the execution, delivery and performance of the Amendment;~~

~~(ii) the incumbency and signatures of the officers of the Company authorized to act with respect to the Amendment; and~~

~~(iii) any amendments to the Governing Documents of the Company since such Governing Documents were last certified to the Co Administrative Agents.~~

~~Such certificate shall be in form and substance satisfactory to the Administrator,~~

~~4. Covenant of Company. The Company hereby covenants and agrees to use its best efforts to deliver to the Co Administrative Agents, on or before September 1, 2002, an updated credit rating from S&P (either publicly or in the form of letters to the Co-Administrative Agents) for its Public Senior Debt and/or its Subordinated Debt (whether or not any such Public Senior Debt or Subordinated Debt is then outstanding).~~

~~5. Expenses. The Company shall pay all reasonable out-of-pocket expenses incurred by the Co-Administrative Agents in connection with the preparation, negotiation, execution, delivery and enforcement of this Amendment, including, but not limited to, the reasonable fees and expenses of Bingham Dana LLP.~~

~~6. Miscellaneous. From and after the date hereof, this Amendment shall be deemed a Credit Document for all purposes of the Credit Agreement and the other Credit Documents and each reference to Credit Documents in the Credit Agreement and the other Credit Documents shall be deemed to include this Amendment. Any breach by any Obligor of the covenants and obligations of such Obligor contained herein shall be an immediate Event of Default. Except as expressly provided herein, this Amendment shall not, by implication or otherwise, limit, impair, constitute a waiver of or otherwise affect any rights or remedies of the Co Administrative Agents or the Banks under the Credit Agreement or the other Credit Documents, nor alter, modify, amend or in any way affect any of the obligations or covenants contained in the Credit Agreement or any of the other Credit Documents, all of which are ratified and confirmed in all respects and shall continue in full force and effect.~~

~~7. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. Delivery of an executed counterpart of a signature page by facsimile transmission shall be effective as delivery of a manually~~

~~executed counterpart of this Amendment. In making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.~~

~~8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (WITHOUT REFERENCE TO CONFLICT OF LAWS).~~

~~[Remainder of Page Intentionally Left Blank]~~

~~IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as a sealed instrument as of the date first set forth above.~~

~~KAMAN CORPORATION~~

~~By: /s/Robert M. Garneau~~
~~Name: Robert M. Garneau~~
~~Title: Executive Vice President and Chief Financial Officer~~

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

~~By: /s/Todd S. Meller~~
~~Name: Todd S. Meller~~
~~Title: Managing Director~~

~~FLEET NATIONAL BANK, as a Co Administrative Agent and the Administrator~~

~~By: /s/ Deborah A. Dobbins~~
~~Name: Deborah A. Dobbins~~
~~Title: Vice President~~

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BANKS

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

By: /s/Todd S. Meller
Name: Todd S. Meller
Title: Managing Director

FLEET NATIONAL BANK

By: /s/Deborah A. Dobbins
Name: Deborah A. Dobbins
Title: Vice President

CITIZENS BANK OF
MASSACHUSETTS

By: /s/Daniel G. Eastman
Name: Daniel G. Eastman
Title: Senior Vice President

WEBSTER BANK

By: /s/Robert M. Annon, Jr.
Name: Robert M. Annon, Jr.
Title: Senior Vice President

WACHOVIA BANK, N.A.

By: /s/Robert Sevin
Name: Robert Sevin
Title: Director

JPMORGAN CHASE BANK

By: /s/Thomas F. Bundy, Jr.
Name: Thomas F. Bundy, Jr.
Title: Vice President

MELLON BANK, N.A.

By: /s/Alexander M. Gordon
Name: Alexander M. Gordon
Title: Assistant Vice President

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KEYBANK NATIONAL ASSOCIATION

By: /s/Lawrence A Mack
Name: Lawrence A. Mack
Title: Senior Vice President

CONSENT OF GUARANTORS

Each of the undersigned hereby acknowledges and consents to Amendment No. 1 to Revolving Credit Agreement, dated as of June 28, 2002, 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 AND SUBSIDIARIES
EXHIBIT 11 EARNINGS (LOSS) PER SHARE COMPUTATION
(IN THOUSANDS EXCEPT PER SHARE AMOUNT)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2002	2001	2002	2001
Basic:				
Net earnings (loss)	$(50,366)	$(12,495)	$(45,025)	$ (3,754)
Weighted average number of shares outstanding	22,409	22,377	22,369	22,343
Net earnings (loss) per share - basic	$ (2.25)	$ (.56)	$ (2.01)	$ (.17)

Diluted:

Net earnings (loss)	$(50,366)	$(12,495)	$(45,025)	$ (3,754)
Elimination of interest expense on 6% subordinated convertible debentures (net after taxes)	229	280	458	535
Net earnings (loss)(as adjusted)	$(50,137)	$(12,215)	$(44,567)	$ (3,219)
Weighted average number of shares outstanding	22,409	22,377	22,369	22,343
Weighted average shares issuable on conversion of 6% subordinated convertible debentures	995	1,066	1,023	1,094
Weighted average shares issuable on exercise of diluted stock options	247	267	217	257
Total	23,651	23,710	23,609	23,694
Net earnings (loss) per share diluted*	$ (2.25)	$ (.56)	$ (2.01)	$ (.17)

*The calculated diluted per share amounts for 2002 and 2001 are anti dilutive, therefore, amounts shown are equal of the basic per share calculation.

Exhibit 99.1

Certification Pursuant to
18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Kaman Corporation (the "Corporation") on Form 10-Q for the period ending June 30, 2002, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Paul R. Kuhn, Chief Executive Officer of the Corporation, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and

2) The information contained in the Report fairly presents, in

~~all material respects, the financial condition and results of operations of the Corporation.~~

~~By: /s/ Paul R. Kuhn~~

~~Paul R. Kuhn~~
~~Chairman, President and~~
~~Chief Executive Officer~~
~~August 14, 2002~~

~~Exhibit 99.2~~

~~Certification Pursuant to~~
~~18 U.S.C. Section 1350,~~
~~As Adopted Pursuant to~~
~~Section 906 of the Sarbanes-Oxley Act of 2002~~

~~In connection with the Quarterly Report of Kaman Corporation (the "Corporation") on Form 10-Q for the period ending June 30, 2002, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert M. Garneau, Chief Financial Officer of the Corporation, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:~~

~~1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and~~

~~2) The information contained in the Report fairly presents, in~~

~~all material respects, the financial condition and results of operations of the Corporation.~~

~~By: /s/ Robert M. Garneau~~

~~Robert M. Garneau~~
~~Executive Vice President~~
~~and Chief Financial Officer~~
~~August 14, 2002~~