

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF
KAMAN CORPORATION

Kaman Corporation hereby confirms that the following named subscribers, Charles H. Kaman, Leon Herbert and Rose Worobel did associate themselves as a body politic and corporate on December 12, 1945, and:

FIRST

That the name of the corporation is Kaman Corporation.

SECOND

That said corporation is located in the Town of Bloomfield in the State of Connecticut.

THIRD

That the nature of the business to be transacted, and the purpose to be promoted or carried out, by said corporation are as follows:

To manufacture, sell, purchase and deal in goods, articles, supplies or devices of any and all kinds made wholly or in part of metal, wood or other material including, but not limited to, the manufacture, sale and purchase of and dealing in aircraft of all types, aircraft accessories and components thereof, aircraft equipment, either as principal or agent, or otherwise;

To do a general manufacturing business and to sell at wholesale or retail any goods, products, articles or supplies manufactured, produced, held or owned by said corporation and to buy, sell or deal in such other goods, products, merchandise and raw materials as said corporation may deem expedient;

To acquire, hold, sell, transfer or otherwise dispose of inventions and processes, letters patent therefor and rights in respect thereto, and to acquire, hold, sell, transfer, license, rent, lease or otherwise dispose of licenses and other rights thereunder, pertaining especially, but not limited to, aircraft designs, structures, accessories, processes, fabrication, construction, testing equipment, computing equipment and servicing equipment, and to the development generally of any and all types of machines to be used in the processing, fabrication and construction of all types of aircraft, components thereof and accessories, and auxiliary testing services therefor;

To engage in general development, engineering and research in connection with inventions and manufacturing processes of all kinds;

To engage generally in the service and repair of aircraft, components thereof and accessories and equipment therefor;

To purchase, lease and otherwise acquire, hold, enjoy, sell, transfer and convey lands, buildings and appurtenances thereto and personal property of every name and nature for any lawful purpose;

To carry on any lawful trade or business incidental to the foregoing;

In connection with said business to acquire, hold, sell, pledge or otherwise dispose of stocks, bonds and other securities of any individual or corporation, domestic or foreign;

To transact business and to exercise any and all of the foregoing powers in any and all the States, territories and dependencies of the United States and in foreign countries;

And in carrying on its business or for the purpose of attaining or furthering any of its purposes to make and issue notes or other obligations, to make and perform contracts of any kind and description and to do any and all other acts and things and to exercise any and all other powers which a natural person could do and exercise and which now or hereafter may be permitted by law.

FOURTH

A. General Authorization.

That the authorized capital stock of the corporation is as follows:

(1) 50,000,000 shares of the par value of One Dollar (\$1.00) each, all of which shall be common stock, divided into classes as follows: 48,500,000 shares shall be Class A common stock which shall be nonvoting stock having no voting rights whatsoever and which shall be entitled to receive dividends when declared by the Board of Directors from the unreserved and unrestricted earned surplus of the corporation to the extent of 10 cents per share each year, which dividend shall be noncumulative and shall be declared and paid before any dividend is declared and paid on the Class B common stock; and 1,500,000 shares of Class B common stock which

shall be voting stock, each share being entitled to one vote. After the declaration and payment of dividends of 10 cents per share in any year on the Class A common stock, the Class B common stock shall be entitled to receive noncumulative dividends when declared by the Board of Directors, at the rate of 10 cents per share in each year from the unreserved and unrestricted earned surplus of the corporation, and after payment of any such dividends to both the Class A and Class B common stock, both the Class A and Class B common stock shall share equally in the declaration and payment of any dividends;and

(2) 700,000 shares of Preferred Stock of the par value of \$1 per share which class shall be entitled to vote only for the election of directors, with each share being entitled to one vote thereon, and such voting right of such class to be limited to the election of such number of directors (subject to the further limitations below) as may be established by application of the following formula:

(a) If the number of issued and outstanding shares of Preferred Stock is not more than one-fourth (1/4th) of the total number of authorized shares of such class, such number as will result in the election by such shares of one-tenth (1/10th) (to next lowest whole number) of the total number of directorships then fixed;

(b) If the number of issued and outstanding shares of Preferred Stock is not more than one-half (1/2) of the total number of authorized shares of such class, one-fifth (1/5th) (to the next lowest whole number) of the total number of directorships then fixed;

(c) If the number of issued and outstanding shares of Preferred Stock is not more than three-fourths (3/4ths) of the total number of authorized shares of such class, three-tenths (3/10ths) (to the next lowest whole number) of the total number of directorships then fixed;

(d) If the number of issued and outstanding shares of Preferred Stock is more than three-fourths (3/4ths) of the total number of authorized shares of such class, two-fifths (2/5ths) (to the next lowest whole number) of the total number of directorships then fixed;

provided, however, that notwithstanding anything herein to the contrary, (i) such voting right of such class shall be applicable only in the event that an arrearage in payment of dividends shall exist with respect to any series of Preferred Stock equal to six quarterly dividends on such series (or dividends otherwise payable over a period of 18 months in the case of any series, dividends on

which are payable other than on a quarterly basis), (ii) any such right to elect directors shall cease upon the payment in full of any such arrearage or arrearages, and (iii) such voting right of such class, when applicable, shall not under any circumstances entitle the Preferred Stock to elect less than one (1) nor more than two (2) directors.

B. Preferred Stock

(1) The Board of Directors is authorized, subject to the limitations prescribed by law and the provisions of this subsection B, to provide for the issuance of a class of Preferred Stock in series and by amending the Certificate of Incorporation of the corporation by its own resolution solely, to establish the number of shares to be included in each such series and to fix the designation, terms, limitations, and relative rights and preferences of the shares of each such series. The authority of the Board of Directors with respect to each series shall include, but not be limited to, determination of the following:

(a) The number of shares constituting that series and the distinctive designation of that series;

(b) The dividend rate on the shares of that series and the times of payment thereof, whether dividends shall be cumulative and, if so, from which date or dates;

(c) Whether or not the shares of that series shall have conversion privileges, and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine;

(d) Whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and sinking fund provisions, if any, providing for the redemption or purchase of shares of that series and the amount per share payable in case of redemption which amount may vary under different conditions and at different redemption dates.

(2) Dividends on outstanding shares of the class of Preferred Stock shall be declared and paid, or set apart for payment, before any dividends shall be declared and paid, or set apart for payment, on shares of Class A common stock and Class B common stock with respect to the same dividend period.

C. Convertibility.

(1) Shares of Class B common stock may be convertible into the same or a different number of authorized shares of Class A common stock as shall be determined by the Board of Directors.

(2) Shares of any series of the class of Preferred Stock may be convertible into the same or a different number of authorized shares of Class A common stock.

D. Preemptive Rights.

No stockholder shall be entitled as of right to purchase or subscribe for any unissued stock of the corporation, whether now or hereafter authorized or whether of a class now existing or of a class hereafter created, or to purchase or subscribe for any bonds, certificates of indebtedness, debentures or other obligations convertible into stock of the corporation.

E. Second Series Of Preferred Stock.

This paragraph is set forth in Exhibit A attached and is incorporated herein by reference.

FIFTH

That the amount of paid-in capital stock with which the corporation commenced business was Seven Thousand Dollars (\$7,000).

SIXTH

That the duration of this corporation is unlimited.

SEVENTH

The following provisions are for the regulation of the business of the corporation and for the purpose of defining and regulating the powers of the corporation and its officers, directors and stockholders:

A. Issuance of Authorized Capital Stock.

The Board of Directors is hereby authorized and empowered to issue from time to time all or any part of the shares of the unissued authorized capital stock of the corporation, as then constituted, for such consideration, not less than par, in money or other property, as the Board of Directors may deem advisable; and all shares of the capital stock of this corporation when issued shall be deemed fully paid and nonassessable and the holders of such shares shall not be liable thereunder to this corporation or its creditors.

B. Indemnification of Directors and Officers.

Each director and officer of the corporation shall be indemnified by the corporation against expenses reasonably incurred by him in connection with any action, suit or proceeding instituted or threatened to which he may be made a party by reason of being or having been a director or officer of the corporation, except as to matters as to which he shall be adjudged in such action, suit or proceeding to have been neglectful of his duty as such director or officer. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

C. Limitation of Personal Liability.

The personal liability of a director to the corporation or its shareholders for monetary damages for breach of duty as a director shall be limited to an amount equal to the amount of compensation received by the director for serving the corporation during the calendar year in which the violation occurred (and if the director received no such compensation from the corporation during the calendar year of the violation, such director shall have no liability to the corporation or its shareholders for breach of duty) if such breach did not:

- (1) involve a knowing and culpable violation of law by the director;
- (2) enable the director or an Associate, as defined in subdivision (3) of Section 33-374d of the Connecticut Stock Corporation Act as in effect at the time of the violation, to receive an improper personal economic gain;
- (3) show a lack of good faith and a conscious disregard for the duty of the director to the corporation under circumstances in which the director was aware that his conduct or omission created an unjustifiable risk of serious injury to the corporation;
- (4) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the corporation; or
- (5) create liability under Section 33-321 of the Connecticut Stock Corporation Act as in effect at the time of the violation.

Any repeal or modification of this Paragraph C shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

Nothing contained in this Paragraph C shall be construed to deny to the directors of the corporation any of the benefits provided by Subsection (e) of Section 33-313 of the Connecticut Stock Corporation Act, as in effect at the time of the violation.

EXHIBIT A

TO AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF
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E. SECOND SERIES OF PREFERRED STOCK.

(1) There is hereby created a series of the Preferred Stock consisting of 500,000 shares having the designation, voting powers, preferences, relative, participating, optional and other special rights and the qualifications, limitations and restrictions thereof as are set forth in Paragraphs A through D above and in this Paragraph E. This series is designated "Series 2 Preferred Stock, par value \$1" (hereinafter called "Series 2 Stock");

(2) CASH DIVIDEND.

(a) The record holders of Series 2 Stock shall be entitled to receive cash dividends when and as declared by the Board of Directors at the rate of six and one-half percent (6 1/2%) per annum, on the Liquidation Preference, as defined below, payable quarterly on the first calendar day of March, June, September and December (a "Dividend Payment Date," the period between any two consecutive Dividend Payment Dates being hereinafter called a "Dividend Period"). Such cash dividends shall be cumulative so that if for any Dividend Period cash dividends shall not have been declared and paid or set apart for payment on the outstanding shares of the Series 2 Stock, the deficiency shall be declared and paid or set apart for payment prior to the making of any dividend or other distribution on the Class A common stock or Class B common stock. Dividends will accrue from the date of original issuance to the next Dividend Payment Date (the "Initial Dividend Period"), the computation of dividends for the Initial Dividend Period and for any other period which is less than a full Dividend Period to be computed on the basis of a 360-day year consisting of twelve 30-day months.

(b) Upon the payment or setting apart for payment of all dividends, current or accumulated, upon the outstanding shares of Series 2 Stock, the Board of Directors may declare and pay dividends upon the Class A common stock and Class B common stock.

(3) REDEMPTION. The Board of Directors may, at its option, at any time on or after October 15, 1996, redeem, in whole, or from time to time in part, the then outstanding Series 2 Stock at the redemption prices set forth herein, plus an amount equal to accrued and unpaid dividends (whether or not declared) to the date fixed for redemption, subject to the

rights of conversion to the extent set forth in subparagraph (6) of this Paragraph E. Partial redemptions shall be effected by lot or pro rata (as nearly as may be practicable without creating fractional shares) or by any other equitable method determined by the Board of Directors. Not less than thirty (30) nor more than sixty (60) days' previous notice by mail, postage prepaid, shall be given to the holders of record of the Series 2 Stock to be redeemed, such notice to be addressed to each such shareholder at his mailing address as shown by the records of this corporation. On or after the date fixed for redemption and stated in such notice, such holder of Series 2 Stock called for redemption shall surrender his certificate evidencing such shares to this corporation at the place designated in such notice and shall thereupon be entitled to receive payment of the redemption price determined as a percentage of the Liquidation Preference as follows, together with any accrued but unpaid dividends:

If redeemed on or after October 15, 1996 and on or before October 14, 1997: 104.55%; if redeemed during the twelve-month period beginning October 15 of each year indicated below:

Year ----	Redemption Price -----
1997	103.90%
1998	103.25%
1999	102.60%
2000	101.95%
2001	101.30%
2002	100.65%

and if redeemed at any time on or after October 15, 2003: 100%.

Notwithstanding the foregoing, the Board of Directors may not redeem any shares of Series 2 Stock unless the corporation is advised in advance of any such redemption by either Moody's Investors Services, Inc. or Standard & Poor's Corporation (or in the event that neither of them is available, by any similar service entity of similar standing) that the proposed redemption would not result in an immediate lowering of the corporation's credit rating on its senior unsecured debt from its then existing level, except that the Board of Directors may in any event exercise the redemption option provided herein if the corporation shall have received from the issuance of common stock, during the two-year period immediately prior to the proposed redemption date, net proceeds in an aggregate amount at least equal to the aggregate Liquidation Preference of the shares of Series 2 Stock proposed to be redeemed.

(4) DISSOLUTION.

(a) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the corporation, the record holders of the outstanding shares of Series 2 Stock shall be entitled to be paid an amount equal to all accumulated dividends thereon remaining unpaid up to the date of such liquidation, dissolution or winding up, whether or not at such times the corporation shall have surplus available for the payment of dividends.

(b) After payment to the record holders of the outstanding shares of Series 2 Stock of the amounts payable under subpart (a) above, the record holders of said shares shall be entitled to be paid as a liquidating distribution Two Hundred Dollars (\$200) per share (the "Liquidation Preference") prior to any liquidating distribution to the holders of the Class A common stock or Class B common stock but shall not participate further in any liquidating distributions to such holders of Class A common stock or Class B common stock.

(5) VOTING RIGHTS. The voting rights of the Series 2 Stock shall be as set forth in subparagraph (2) of Paragraph A above.

(6) CONVERSION PRIVILEGE.

(a) RIGHT OF CONVERSION. After the initial issuance of the Series 2 Stock, each share of Series 2 Stock shall be convertible at the option of the holder thereof, at any time prior to the close of business on the fifth (5th) business day prior to the date fixed for redemption of such shares as herein provided, into fully paid and nonassessable shares of Class A common stock, at the rate of that number of shares of Class A common stock for each full share of Series 2 Stock that is equal to \$200.00 divided by the conversion price applicable per share of Class A common stock, or into such additional or other securities, cash or property and at such other rates as required in accordance with the provisions of this subparagraph 6. For purposes of this subparagraph 6, the "conversion price" applicable per share of Class A common stock shall initially be equal to \$12.56 and shall be adjusted from time to time in accordance with the provisions of this subparagraph 6.

(b) CONVERSION PROCEDURES. Any holder of shares of Series 2 Stock desiring to convert such shares into Class A common stock shall surrender the certificate or certificates evidencing such shares of Series 2 Stock at the office of the transfer agent for the Series 2 Stock, which certificate or certificates, if the corporation shall so require, shall be duly endorsed to the corporation or in blank, or accompanied by proper instruments of

transfer to the corporation or in blank, accompanied by irrevocable written notice to the corporation that the holder elects so to convert such shares of Series 2 Stock and specifying the name or names (with address or addresses) in which a certificate or certificates evidencing shares of Class A common stock are to be issued.

Subject to subparagraph 6(c) hereof, no payments or adjustments in respect of dividends on shares of Series 2 Stock surrendered for conversion or on account of any dividend on the Class A common stock issued upon conversion shall be made upon the conversion of any shares of Series 2 Stock.

The corporation shall, as soon as practicable after such deposit of certificates evidencing shares of Series 2 Stock accompanied by the written notice and compliance with any other conditions herein contained, deliver at such office of such transfer agent to the person for whose account such shares of Series 2 Stock were so surrendered, or to the nominee or nominees of such person, certificates evidencing the number of full shares of Class A common stock to which such person shall be entitled as aforesaid, together with a cash adjustment in respect of any fraction of a share of Class A common stock as provided in subparagraph 6(d). Such conversion shall be deemed to have been made as of the date of such surrender of the shares of Series 2 Stock to be converted, and the person or persons entitled to receive the Class A common stock deliverable upon conversion of such Series 2 Stock shall be treated for all purposes as the record holder or holders of such Class A common stock on such date.

(c) ADJUSTMENT OF CONVERSION PRICE. The conversion price at which a share of Series 2 Stock is convertible into Class A common stock shall be subject to adjustment from time to time as follows:

(i) In case the corporation shall pay or make a dividend or other distribution on its Class A common stock exclusively in Class A common stock or shall pay or make a dividend or other distribution on any other class or series of capital stock of the corporation which dividend or distribution includes Class A common stock, the conversion price in effect at the opening of business on the date following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be reduced by multiplying such conversion price by a fraction of which the numerator shall be the number of shares of Class A common stock outstanding at the close of business on the date fixed for such determination and the denominator shall be the sum of such number of shares and the total number of shares constituting such dividend or other distribution, such reduction to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this clause (i), the number of shares of Class A common stock at any time

outstanding shall not include shares held in the treasury of the corporation. The corporation shall not pay any dividend or make any distribution on shares of Class A common stock held in the treasury of the corporation.

(ii) In case the corporation shall pay or make a dividend or other distribution on its Class A common stock consisting exclusively of, or shall otherwise issue to all holders of its Class A common stock, rights or warrants entitling the holders thereof to subscribe for or purchase shares of Class A common stock at a price per share less than the current market price per share (determined as provided in clause (vii) of this subparagraph 6(c)) of the Class A common stock on the date fixed for the determination of stockholders entitled to receive such rights or warrants, the conversion price in effect at the opening of business on the day following the date fixed for such determination shall be reduced by multiplying such conversion price by a fraction of which the numerator shall be the number of shares of Class A common stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Class A common stock which the aggregate of the offering price of the total number of shares of Class A common stock so offered for subscription or purchase would purchase at such current market price and the denominator shall be the number of shares of Class A common stock outstanding at the close of business on the date fixed for such determination plus the number of shares of Class A common stock so offered for subscription or purchase, such reduction to become effective immediately after the opening of business on the day following the date fixed for such determination. For the purposes of this clause (ii), the number of shares of Class A common stock at any time outstanding shall not include shares held in the treasury of the corporation. The corporation shall not issue any rights or warrants in respect of shares of Class A common stock held in the treasury of the corporation. In case any rights or warrants referred to in this clause (ii) in respect of which an adjustment shall have been made shall expire unexercised within 45 days after the same shall have been distributed or issued by the corporation, the conversion price shall be readjusted at the time of such expiration to the conversion price that would have been in effect if no adjustment had been made on account of the distribution or issuance of such expired rights or warrants.

(iii) In case outstanding shares of Class A common stock shall be subdivided into a greater number of shares of Class A common stock, the conversion price in effect at the opening of business on the day following the day upon which such subdivision becomes effective shall be proportionately reduced, and conversely, in case outstanding shares of Class A common stock shall each be combined into a smaller number of shares of Class A common stock, the conversion price in effect at the opening of business on the day following the day upon which such combination becomes effective

shall be proportionately increased, such reduction or increase, as the case may be, to become effective immediately after the opening of business on the day following the day upon which such subdivision or combination becomes effective.

(iv) Subject to the last sentence of this clause (iv), in case the corporation shall, by dividend or otherwise, distribute to all holders of its Class A common stock evidences of its indebtedness, shares of any class or series of capital stock, cash or assets (including securities, but excluding any rights or warrants referred to in clause (ii) of this subparagraph 6(c), any dividend or distribution paid exclusively in cash and any dividend or distribution referred to in clause (i) of this subparagraph 6(c)), the conversion price shall be reduced so that the same shall equal the price determined by multiplying the conversion price in effect immediately prior to the effectiveness of the conversion price reduction contemplated by this clause (iv) by a fraction of which the numerator shall be the current market price per share (determined as provided in clause (vii) of this subparagraph 6(c)) of the Class A common stock on the date fixed for the payment of such distribution (the "Reference Date") less the fair market value (as determined in good faith by the Board of Directors, whose determination shall be conclusive and described in a resolution of the Board of Directors), on the Reference Date, of the portion of the evidences of indebtedness, shares of capital stock, cash and assets so distributed applicable to one share of Class A common stock and the denominator shall be such current market price per share of the Class A common stock, such reduction to become effective immediately prior to the opening of business on the day following the Reference Date. If the Board of Directors determines the fair market value of any distribution for purposes of this clause (iv) by reference to the actual or when issued trading market for any securities comprising such distribution, it must in doing so consider the prices in such market over the same period used in computing the current market price per share of Class A common stock pursuant to clause (vii) of this subparagraph 6(c). For purposes of this clause (iv), any dividend or distribution that includes shares of Class A common stock or rights or warrants to subscribe for or purchase shares of Class A common stock shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, cash, assets or shares of capital stock other than such shares of Class A common stock or such rights or warrants (making any conversion price reduction required by this clause (iv)) immediately followed by (2) a dividend or distribution of such shares of Class A common stock or such rights or warrants (making any further conversion price reduction required by clause (i) or (ii) of this subparagraph 6(c), except (A) the Reference Date of such dividend or distribution as defined in this clause (iv) shall be substituted as "the date fixed for the determination of stockholders entitled to receive such dividend or other distribution," "the date fixed for the determination of

stockholders entitled to receive such rights or warrants" and "the date fixed for the determination" within the meaning of clauses (i) and (ii) of this subparagraph 6(c) and (B) any shares of Class A common stock included in such dividend or distribution shall not be deemed "outstanding at the close of business on the date fixed for such determination" within the meaning of clause (i) of this subparagraph 6(c)).

(v) In case the corporation shall pay or make a dividend or other distribution on its Class A common stock exclusively in cash (excluding, in the case of any quarterly cash dividend on the Class A common stock, the portion thereof that does not exceed the per share amount of the next preceding quarterly cash dividend on the Class A common stock (as adjusted to appropriately reflect any of the events referred to in clauses (i), (ii), (iii), (iv), (v) and (vi) of this subparagraph 6(c)), or all of such quarterly cash dividend if the amount thereof per share of Class A common stock multiplied by four does not exceed 15% of the current market price per share (determined as provided in clause (vii) of this subparagraph 6(c)) of the Class A common stock on the Trading Day (as defined in subparagraph 6(i)) next preceding the date of declaration of such dividend), the conversion price shall be reduced so that the same shall equal the price determined by multiplying the conversion price in effect immediately prior to the effectiveness of the conversion price reduction contemplated by this clause (v) by a fraction of which the numerator shall be the current market price per share (determined as provided in clause (vii) of this subparagraph 6(c)) of the Class A common stock on the date fixed for the payment of such distribution less the amount of cash so distributed and not excluded as provided above applicable to one share of Class A common stock and the denominator shall be such current market price per share of the Class A common stock, such reduction to become effective immediately prior to the opening of business on the day following the date fixed for the payment of such distribution.

(vi) In case a tender or exchange offer made by the corporation or any subsidiary of the corporation for all or any portion of the corporation's Class A common stock shall expire and such tender or exchange offer shall involve the payment by the corporation or such subsidiary of consideration per share of Class A common stock having a fair market value (as determined in good faith by the Board of Directors, whose determination shall be conclusive and described in a resolution of the Board of Directors) at the last time (the "Expiration Time") tenders or exchanges may be made pursuant to such tender or exchange offer (as it shall have been amended) that exceeds the current market price per share (determined as provided in clause (vii) of this subparagraph 6(c)) of the Class A common stock on the Trading Day (as defined in subparagraph 6(i)) next succeeding the Expiration Time, the conversion price shall be reduced so that the same shall equal the price determined by multiplying the conversion price in effect

immediately prior to the effectiveness of the conversion price reduction contemplated by this clause (vi) by a fraction of which the numerator shall be the number of shares of all classes of common stock outstanding (including any tendered or exchanged shares) at the Expiration Time multiplied by the current market price per share (determined as provided in clause (vii) of this subparagraph 6(c)) of the Class A common stock on the Trading Day next succeeding the Expiration Time and the denominator shall be the sum of (x) the fair market value (determined as aforesaid) of the aggregate consideration payable to stockholders based on the acceptance (up to any maximum specified in the terms of the tender or exchange offer) of all shares validly tendered or exchanged and not withdrawn as of the Expiration Time (the shares deemed so accepted, up to any such maximum, being referred to as the "Purchased Shares") and (y) the product of the number of shares of all classes of common stock outstanding (less any Purchased Shares) at the Expiration Time and the current market price per share (determined as provided in clause (vii) of this subparagraph 6(c)) of the Class A common stock on the Trading Day next succeeding the Expiration Time, such reduction to become effective immediately prior to the opening of business on the day following the Expiration Time.

(vii) For the purpose of any computation under clause (ii), (iv) and (v) of this subparagraph 6(c), the current market price per share of Class A common stock on any date in question shall be deemed to be the average of the daily Closing Price (as defined in subparagraph 6(i)) for the five consecutive Trading Days prior to and including the date in question; provided, however, that (1) if the "ex" date (as hereinafter defined) for any event (other than the issuance or distribution requiring such computation) that requires an adjustment to the conversion price pursuant to clause (i), (ii), (iii), (iv), (v) or (vi) above ("Other Event") occurs after the fifth (5th) Trading Day prior to the day in question and prior to the "ex" date for the issuance or distribution requiring such computation (the "Current Event"), the Closing Price for each Trading Day prior to the "ex" date for such Other Event shall be adjusted by multiplying such Closing Price by the same fraction by which the conversion price is so required to be adjusted as a result of such Other Event, (2) if the "ex" date for any Other Event occurs after the "ex" date for the Current Event and on or prior to the date in question, the Closing Price for each Trading Day on and after the "ex" date for such Other Event shall be adjusted by multiplying such Closing Price by the reciprocal of the fraction by which the conversion price is so required to be adjusted as a result of such Other Event, (3) if the "ex" date of any Other Event occurs on the "ex" date for the Current Event, one of those events shall be deemed for purposes of clauses (1) and (2) of this proviso to have an "ex" date occurring prior to the "ex" date for the other event, and (4) if the "ex" date for the Current Event is on or prior to the date in question, after taking into

account any adjustment required pursuant to clause (2) of this proviso, the Closing Price for each Trading Day on or after such "ex" date shall be adjusted by adding thereto the amount of any cash and the fair market value on the date in question (as determined in good faith by the Board of Directors in a manner consistent with any determination of such value for purposes of clause (iv) or (v) of this subparagraph 6(c), whose determination shall be conclusive and described in a resolution of the Board of Directors) of the portion of the rights, warrants, evidences of indebtedness, shares of capital stock or assets being distributed applicable to one share of Class A common stock. For the purposes of any computation under clause (vi) of this subparagraph 6(c), the current market price per share of Class A common stock on any date in question shall be deemed to be the average of the daily Closing Prices for such date in question and the next two succeeding Trading Days; provided, however, that if the "ex" date for any event (other than the tender or exchange offer requiring such computation) that requires an adjustment to the conversion price pursuant to clause (i), (ii), (iii), (iv), (v) or (vi) above occurs after the Expiration Time for the tender or exchange offer requiring such computation and prior to the second Trading Day following the date in question, the Closing Price for each Trading Day on and after the "ex" date for such other event shall be adjusted by multiplying such Closing Price by the reciprocal of the fraction by which the conversion price is so required to be adjusted as a result of such other event. For purposes of this clause (vii), the term "ex" date, (1) when used with respect to any issuance or distribution, means the first date on which the Class A common stock trades regular way on the relevant exchange or in the relevant market from which the Closing Price was obtained without the right to receive such issuance or distribution, (2) when used with respect to any subdivision or combination of shares of Class A common stock, means the first date on which the Class A common stock trades regular way on such exchange or in such market after the time at which such subdivision or combination becomes effective, and (3) when used with respect to any tender or exchange offer means the first date on which the Class A common stock trades regular way on such exchange or in such market after the Expiration Time of such offer.

(viii) The corporation may make such reductions in the conversion price, in addition to those required by clauses (i), (ii), (iii), (iv), (v) and (vi) of this subparagraph 6(c), as it considers to be advisable to avoid or diminish an income tax to holders of Class A common stock or rights to purchase Class A common stock resulting from any dividend or distribution of stock (or rights to acquire stock) or from any event treated as such for income tax purposes. The corporation from time to time may reduce the conversion price by any amount for any period of time if the period is at least twenty days, the reduction is irrevocable during the period, and the Board of Directors of the corporation shall

have made a determination that such reduction would be in the best interest of the corporation, which determination shall be conclusive. Whenever the conversion price is reduced pursuant to the preceding sentence, the corporation shall mail to holders of record of the Series 2 Stock a notice of the reduction at least fifteen (15) days prior to the date the reduced conversion price takes effect, and such notice shall state the reduced conversion price and the period it will be in effect.

(ix) No adjustment in the conversion price shall be required unless such adjustment would require an increase or decrease of at least 1% in the conversion price; provided, however, that any adjustments which by reason of this clause (ix) are not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(x) Whenever the conversion price is adjusted as herein provided:

(1) the corporation shall compute the adjusted conversion price and shall prepare a certificate signed by the Treasurer of the corporation setting forth the adjusted conversion price and showing in reasonable detail the facts upon which such adjustment is based, and such certificate shall forthwith be filed with the transfer agent for the Series 2 Stock; and

(2) a notice stating the conversion price has been adjusted and setting forth the adjusted conversion price shall forthwith be required, and as soon as practicable after it is required such notice shall be mailed by the corporation to all record holders of shares of Series 2 Stock at their last addresses as they shall appear upon the stock transfer books of the corporation.

(d) NO FRACTIONAL SHARES. No fractional shares of Class A common stock shall be issued upon conversion of Series 2 Stock. If more than one certificate evidencing shares of Series 2 Stock shall be surrendered for conversion at one time by the same holder, the number of full shares issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series 2 Stock so surrendered. Instead of any fractional share of Class A common stock that would otherwise be issuable to a holder upon conversion of any shares of Series 2 Stock, the corporation shall pay a cash adjustment in respect of such fractional share in an amount equal to the same fraction of the market price per share of Class A common stock (as determined by the Board of Directors or in any manner prescribed by the Board of Directors, which, so long as the Class A common stock is quoted on the National Association of Securities Dealers, Inc. ("NASDAQ") National Market System, shall be the reported last sale price regular way on the NASDAQ National Market System) at the close of business on the day of conversion.

(e) RECLASSIFICATION, CONSOLIDATION, MERGER OR SALE OF ASSETS. In the event that the corporation shall be a party to any transaction (including without limitation any recapitalization or reclassification of the Class A common stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination of the Common Stock), any consolidation of the corporation with, or merger of the corporation into, any other person, any merger of another person into the corporation (other than a merger which does not result in a reclassification, conversion, exchange or cancellation of outstanding shares of Class A common stock of the corporation), any sale or transfer of all or substantially all of the assets of the corporation or any compulsory share exchange) pursuant to which the Class A common stock is converted into the right to receive other securities, cash or other property, then lawful provisions shall be made as part of the terms of such transaction whereby the holder of each share of Series 2 Stock then outstanding shall have the right thereafter, to convert such share only into (i) in the case of any such transaction other than a Common Stock Fundamental Change and subject to funds being legally available for such purpose under applicable law at the time of such conversion, the kind and amount of securities, cash and other property receivable upon such transaction by a holder of the number of shares of Class A common stock of the corporation into which such share of Series 2 Stock could have been converted immediately prior to such transaction, after giving effect, in the case of any Non-Stock Fundamental Change, to any adjustment in the conversion price required by the provisions of subparagraph 6(h) and (ii) in the case of a Common Stock Fundamental Change, common stock of the kind received by holders of Class A common stock as a result of such Common Stock Fundamental Change at a conversion price determined pursuant to the provisions of subparagraph 6(h). The corporation or the person formed by such consolidation or resulting from such merger or which acquires such assets or which acquires the corporation's shares, as the case may be, shall make provisions in its certificate or articles of incorporation or other constituent document to establish such right. Such certificate or articles of incorporation or other constituent document shall provide for adjustments which, for events subsequent to the effective date of such certificate or articles of incorporation or other constituent document, shall be as nearly equivalent as may be practicable to the adjustments provided for in this subparagraph 6. The above provisions shall similarly apply to successive transactions of the foregoing type.

(f) RESERVATION OF SHARES; ETC. The corporation shall at all times reserve and keep available, free from preemptive rights out of its authorized and unissued stock, solely for the purpose of effecting the conversion of the Series 2 Stock, such number of shares of its Class A common stock as shall from time to

time be sufficient to effect the conversion of all shares of Series 2 Stock from time to time outstanding. The corporation shall from time to time, in accordance with the laws of the State of Connecticut, increase the authorized number of shares of Class A common stock if at any time the number of shares of authorized and unissued Class A common stock shall not be sufficient to permit the conversion of all the then-outstanding shares of Series 2 Stock.

If any shares of Class A common stock required to be reserved for purposes of conversion of the Series 2 Stock hereunder require registration with or approval of any governmental authority under any federal or state law before such shares may be issued upon conversion, and an exemption under Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"), or similar exemption is not available, the corporation will in good faith and as expeditiously as possible endeavor to cause such shares to be duly registered or approved as the case may be. If the Class A common stock is quoted on the NASDAQ National Market System or any other U.S. national securities exchange, the corporation will, if permitted by the rules of such exchange, list and keep listed on such exchange, upon official notice of issuance, all shares of Class A common stock issuable upon conversion of the Series 2 Stock. The second sentence of this paragraph shall apply only if the shares of Class A common stock issuable upon conversion are exempt from the registration requirements of the Securities Act by operation of an exemption referred to in the first sentence of this paragraph.

(g) PRIOR NOTICE OF CERTAIN EVENTS. In case:

(i) the corporation shall (1) declare any dividend (or other distribution) on its Class A common stock, other than (A) a dividend payable in shares of Class A common stock or (B) a dividend payable in cash out of its retained earnings other than any special or nonrecurring or other extraordinary dividend or (2) declare or authorize a redemption or repurchase of in excess of 10% of the then-outstanding shares of Class A common stock; or

(ii) the corporation shall authorize the granting to all holders of Class A common stock of rights or warrants to subscribe for or purchase any shares of stock of any class or series or of any other rights or warrants; or

(iii) of any reclassification of Class A common stock (other than a subdivision or combination of the outstanding Class A common stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which the corporation is a party and for which approval of any stockholders of the corporation shall be required, or of the sale or transfer of all or substantially all of the assets of the corporation or of any compulsory share exchange whereby the Class A common stock is converted into other securities, cash or other property; or

(iv) of the voluntary or involuntary dissolution, liquidation or winding up of the corporation;

then the corporation shall cause to be filed with the transfer agent for the Series 2 Stock, and shall cause to be mailed to the holders of record of the Series 2 Stock, at their last addresses as they shall appear upon the stock transfer books of the corporation, at least fifteen (15) days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record (if any) is to be taken for the purpose of such dividend, distribution, redemption, repurchase, rights or warrants or, if a record is not to be taken, the date as of which the holders of Class A common stock of record to be entitled to such dividend, distribution, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer, share exchange, dissolution, liquidation or winding up is expected to become effective, and the date as of which it is expected that holders of Class A common stock of record shall be entitled to exchange their shares of Class A common stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer, share exchange, dissolution, liquidation or winding up (but no failure to mail such notice or any defect therein or in the mailing thereof shall affect the validity of the corporate action required to be specified in such notice).

(h) ADJUSTMENTS IN CASE OF FUNDAMENTAL CHANGES.

Notwithstanding any other provision in this subparagraph 6 to the contrary, if any Fundamental Change (as defined in subparagraph 6(i)) occurs, then the conversion price in effect will be adjusted immediately after such Fundamental Change as described below. In addition, in the event of a Common Stock Fundamental Change (as defined in subparagraph 6(i)), each share of Series 2 Stock shall be convertible solely into common stock of the kind and amount received by holders of Class A common stock as the result of such Common Stock Fundamental Change as more specifically provided in clause (ii) below.

For purposes of calculating any adjustment to be made pursuant to this subparagraph 6(h) in the event of a Fundamental Change, immediately after such Fundamental Change:

(i) in the case of a Non-Stock Fundamental Change (as defined in subparagraph 6(i)), the conversion price of the Series 2 Stock shall thereupon become the lower of (A) the conversion price in effect immediately prior to such Non-Stock Fundamental Change, but after giving effect to any other prior adjustments effected pursuant to this subparagraph 6, and (B) the result obtained by multiplying the greater of the Applicable Price (as defined in subparagraph 6(i)) or the then applicable Reference Market Price (as defined in subparagraph 6(i)) by a fraction of

which the numerator shall be \$200.00 and the denominator shall be (x) the then-current Redemption Price per share of Series 2 Stock or (y) for any Non-Stock Fundamental Change that occurs before the Series 2 Stock becomes redeemable by the corporation pursuant to subparagraph 3 of this Paragraph E, the applicable price per share set forth for the date of such Non-Stock Fundamental Change in the following table:

Date of Non-Stock Fundamental Change -----	Price -----
After date of original issuance of Series 2 Stock and on or before October 15, 1994	\$213.00
After October 15, 1994, and on or before October 15, 1995	211.70
After October 15, 1995, and on or before October 15, 1996	210.40

plus, in any case referred to in this clause (y), an amount equal to all per share dividends on the Series 2 Stock accrued and unpaid thereon, whether or not declared, to but excluding the date of such Non-Stock Fundamental Change; and

(ii) in the case of a Common Stock Fundamental Change, the conversion price of the Series 2 Stock in effect immediately prior to such Common Stock Fundamental Change, but after giving effect to any other prior adjustments effected pursuant to this subparagraph 6, shall thereupon be adjusted by multiplying such conversion price by a fraction of which the numerator shall be the Purchaser Stock Price (as defined in subparagraph 6(i)) and the denominator shall be the Applicable Price; provided, however, that in the event of a Common Stock Fundamental Change in which (A) 100% by value of the consideration received by a holder of Class A common stock is common stock of the successor, acquiror or other third party (and cash, if any, is paid with respect to any fractional interests in such common stock resulting from such Common Stock Fundamental Change) and (B) all of the Class A common stock shall have been exchanged for, converted into or acquired for common stock (and cash with respect to fractional interests) of the successor, acquiror or other third party, the conversion price of the Series 2 Stock in effect immediately prior to such Common Stock Fundamental Change shall thereupon be adjusted by multiplying such conversion price by a fraction of which the numerator shall be one (1) and the denominator shall be the number of shares of common stock of the successor, acquiror, or other third party received by a stockholder for one share of Class A common stock as a result of such Common Stock Fundamental Change.

(i) DEFINITIONS. The following definitions shall apply to terms used in this subparagraph 6:

(1) "Applicable Price" shall mean (i) in the event of a Non-Stock Fundamental Change in which the holders of the Class A common stock receive only cash, the amount of cash received by a stockholder for one share of Class A common stock, and (ii) in the event of any other Non-Stock Fundamental Change or any Common Stock Fundamental Change, the average of the daily Closing Prices of the Class A common stock for the ten (10) consecutive Trading Days prior to and including the record date for the determination of the holders of Class A common stock entitled to receive securities, cash or other property in connection with such Non-Stock Fundamental Change or Common Stock Fundamental Change, or, if there is no such record date, the date upon which the holders of the Class A common stock shall have the right to receive such securities, cash or other property, in each case, as adjusted in good faith by the Board of Directors of the corporation to appropriately reflect any of the events referred to in clauses (i), (ii), (iii), (iv), (v) and (vi) of subparagraph 6(c).

(2) "Closing Price" of any common stock on any day shall mean the last reported sale price regular way on such day or, in case no such sale takes place on such day, the average of the reported closing bid and asked prices regular way of the common stock in each case on the NASDAQ National Market System, or, if the common stock is not quoted or admitted to trading on such quotation system, on the principal national securities exchange or quotation system on which the common stock is listed or admitted to trading or quoted, or, if not listed or admitted to trading or quoted on any national securities exchange or quotation system, the average of the closing bid and asked prices of the common stock in the over-the-counter market on the day in question as reported by the National Quotation Bureau Incorporated, or a similarly generally accepted reporting service, or, if not so available in such manner, as furnished by any New York Stock Exchange member firm selected from time to time by the Board of Directors of the corporation for that purpose, or if not so available in such manner, as otherwise determined in good faith by the Board of Directors.

(3) "Common Stock Fundamental Change" shall mean any Fundamental Change in which more than 50% by value (as determined in good faith by the Board of Directors of the corporation) of the consideration received by holders of Class A common stock consists of common stock that for each of the ten (10) consecutive Trading Days referred to with respect to such Fundamental Change in subparagraph 6(i)(1) above has been admitted for listing or admitted for listing subject to notice of issuance on a national securities exchange or quoted on the NASDAQ National Market System;

provided, however, that a Fundamental Change shall not be a Common Stock Fundamental Change unless either (i) the corporation continues to exist after the occurrence of such Fundamental Change and the outstanding shares of Series 2 Stock continue to exist as outstanding shares of Series 2 Stock, or (ii) not later than the occurrence of such Fundamental Change, the outstanding shares of Series 2 Stock are converted into or exchanged for shares of convertible preferred stock of a corporation succeeding to the business of the corporation, which convertible preferred stock has powers, preferences and relative, participating, optional or other rights, and qualifications, limitations and restrictions, substantially similar to those of the Series 2 Stock.

(4) "Fundamental Change" shall mean the occurrence of any transaction or event in connection with a plan pursuant to which all or substantially all of the Class A common stock shall be exchanged for, converted into, acquired for or constitute solely the right to receive securities, cash or other property (whether by means of an exchange offer, liquidation, tender offer, consolidation, merger, combination, reclassification, recapitalization or otherwise); provided, however, in the case of a plan involving more than one such transaction or event, for purposes of adjustment of the conversion price, such Fundamental Change shall be deemed to have occurred when substantially all of the Class A common stock of the corporation shall be exchanged for, converted into, or acquired for or constitute solely the right to receive cash, securities, property or other assets, but the adjustment shall be based upon the highest weighted average of consideration per share which a holder of Class A common stock could have received in such transactions or events as a result of which more than 50% of the Class A common stock of the corporation shall have been exchanged for, converted into, or acquired for or constitute solely the right to receive cash, securities, property or other assets.

(5) "Non-Stock Fundamental Change" shall mean any Fundamental Change other than a Common Stock Fundamental Change.

(6) "Purchaser Stock Price" shall mean, with respect to any Common Stock Fundamental Change, the average of the daily Closing Prices of the common stock received in such Common Stock Fundamental Change for the ten consecutive Trading Days prior to and including the record date for the determination of the holders of Class A common stock entitled to receive such common stock, or, if there is no such record date, the date upon which the holders of the Class A common stock shall have the right to receive such common stock, in each case, as adjusted in good faith by the Board of Directors of the corporation to appropriately reflect any of the events referred to in clauses (i), (ii), (iii), (iv), (v) and (vi) of subparagraph 6(c); provided, however, if no such Closing Prices of the common stock for such Trading Days exist, then the Purchaser Stock Price shall be set at a price determined in good faith by the Board of Directors of the corporation.

(7) "Reference Market Price" shall initially mean \$6.83 (which is an amount equal to 66-2/3% of the reported last sale price for the Class A common stock on the NASDAQ National Market System on September 14, 1993), and in the event of any adjustment to the conversion price other than as a result of a Non-Stock Fundamental Change, the Reference Market Price shall also be adjusted so that the ratio of the Reference Market Price to the conversion price after giving effect to any such adjustment shall always be the same as the ratio of \$6.83 to the initial conversion price per share set forth in the last sentence of subparagraph 6(a).

(8) "Trading Day" shall mean a day on which securities are traded on the national securities exchange or quotation system or in the over-the-counter market used to determine the Closing Price.

(j) DIVIDEND OR INTEREST REINVESTMENT PLANS.

Notwithstanding the foregoing provisions, the issuance of any shares of Class A common stock pursuant to any plan providing for the reinvestment of dividends or interest payable on securities of the corporation and the investment of additional optional amounts in shares of Class A common stock under any such plan, and the issuance of any shares of Class A common stock or options or rights to purchase such shares pursuant to any employee benefit plan or program of the corporation or pursuant to any option, warrant, right or exercisable, exchangeable or convertible security outstanding as of the date the Series 2 Stock was first designated, shall not be deemed to constitute an issuance of Class A common stock or exercisable, exchangeable or convertible securities by the corporation to which any of the adjustment provisions described above applies. There shall be no adjustment of the conversion price in case of the issuance of any stock (or securities convertible into or exchangeable for stock) of the corporation except as specifically described in this subparagraph 6. If any action would require adjustment of the conversion price pursuant to more than one of the provisions described above, only one adjustment shall be made and such adjustment shall be the amount of adjustment which has the highest absolute value to holders of Series 2 Stock.

(k) CERTAIN ADDITIONAL RIGHTS. In case the corporation shall, by dividend or otherwise, declare or make a distribution on its Class A common stock referred to in subparagraph 6(c)(iv) or 6(c)(v) (including, without limitation, dividends or distributions referred to in the last sentence of subparagraph 6(c)(iv)), the holder of each share of Series 2 Stock, upon the conversion thereof subsequent to the close of business on the date fixed for the determination of stockholders entitled to receive such distribution and prior to the effectiveness of the conversion price adjustment

in respect of such distribution, shall also be entitled to receive for each share of Class A common stock into which such share of Series 2 Stock is converted, the portion of the shares of Class A common stock, rights, warrants, evidences of indebtedness, shares of capital stock, cash and assets so distributed applicable to one share of Class A common stock; provided, however, that, at the election of the corporation (whose election shall be evidenced by a resolution of the Board of Directors) with respect to all holders so converting, the corporation may, in lieu of distributing to such holder any portion of such distribution not consisting of cash or securities of the corporation, pay such holder an amount in cash equal to the fair market value thereof (as determined in good faith by the Board of Directors, whose determination shall be conclusive and described in a resolution of the Board of Directors). If any conversion of a share of Series 2 Stock described in the immediately preceding sentence occurs prior to the payment date for a distribution to holders of Class A common stock which the holder of the share of Series 2 Stock so converted is entitled to receive in accordance with the immediately preceding sentence, the corporation may elect (such election to be evidenced by a resolution of the Board of Directors) to distribute to such holder a due bill for the shares of Class A common stock, rights, warrants, evidences of indebtedness, shares of capital stock, cash or assets to which such holder is so entitled, provided that such due bill (i) meets any applicable requirements of the principal national securities exchange or other market on which the Class A common stock is then traded, and (ii) requires payment or delivery of such shares of Class A common stock, rights, warrants, evidences of indebtedness, shares of capital stock, cash or assets no later than the date of payment or delivery thereof to holders of shares of Class A common stock receiving such distribution.

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
Meetings 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. (Amended Effective 4/18/94)

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 depositaries 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. TERMS 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 bylaws 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 bylaws. Any notice of a meeting of the Board of Directors at which bylaws are to be adopted, amended or repealed shall include notice of such proposed action.
(Amended Effective 4/18/94)

