SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

(x) ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended December 31, 1999

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)

Connecticut	06-0613548
(State of Incorporation)	(I.R.S. Employer Identification No.)

1332 Blue Hills Avenue, Bloomfield, Connecticut 06002
(Address of principal executive offices)

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

Securities registered pursuant to Section 12(b) of the Act: None

Securities registered pursuant to Section 12(g) of the Act:
- -Class A Common Stock, Par Value $1.00
- -6% Convertible Subordinated Debentures Due 2012

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 by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (Section 229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X].

State the aggregate market value of the voting and non-voting stock held by non-affiliates of the registrant. The aggregate market value shall be computed by reference to the price at which the stock was sold, or the average bid and asked prices of such stock, as of a specified date within 60 days prior to the date of filing.

$202,675,885.41 as of February 1, 2000.

Indicate the number of shares outstanding of each of the registrant's classes of common stock as of the latest practicable date.

Class A Common	22,438,667	shares
Class B Common	667,814	shares

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Corporation's 1999 Annual Report to Shareholders are incorporated by reference and filed as Exhibit 13 to this Report.

PART I

ITEM 1. BUSINESS

Kaman Corporation, incorporated in 1945, reports information for itself and its subsidiaries (collectively, the "corporation") in the following business segments: Aerospace, Industrial Distribution, and Music Distribution.

The Aerospace segment serves commercial, U.S. defense and foreign government markets. Its principal programs consist of its SH-2G maritime helicopter, K-MAX (Registered Trademark) "aerial truck" helicopter, subcontract work involving aircraft structures and the manufacture of products such as self-lubricating bearings and driveline couplings for aircraft applications. The Industrial Distribution segment serves nearly every sector of U.S. industry with industrial replacement parts as well as support services. The Music Distribution segment serves domestic and foreign markets with a wide variety of music instruments and accessories and manufactures guitars and other music products for professional and amateur musicians.

On August 2, 1999, Paul R. Kuhn joined Kaman Corporation as President, Chief Executive Officer, and a member of the Board of Directors. Prior to that, Mr. Kuhn was senior vice president of the aerospace engine business for Coltec Industries, Inc. which had merged with BF Goodrich Co. Mr. Charles H. Kaman, founder of Kaman Corporation, will continue in his role as Chairman of the Board.

AEROSPACE

The Aerospace segment consists of several operating subsidiaries of Kaman Aerospace Group, Inc., including Kaman Aerospace Corporation, Kaman Aerospace International Corporation, K-MAX Corporation, and Kamatics Corporation. Kaman Electromagnetics Corporation and Kaman Instrumentation Corporation, two of the smaller subsidiaries in this group, were merged with Kaman Aerospace Corporation during 1999.

The segment's largest current program is the SH-2G Super Seasprite helicopter, an advanced, intermediate weight, multi-mission, maritime aircraft that increases a ship's effectiveness by expanding its surveillance capability, providing over-the-horizon warning and targeting of potential threats, and contributing to the ship's combat capabilities. At present the program generally involves retrofit of the corporation's SH-2F helicopters (previously manufactured for the U.S. Navy and currently in desert storage) to the SH-2G configuration.

The corporation currently has commercial contracts with the Commonwealth of Australia and the Government of New Zealand for the supply of SH-2G helicopters. The aircraft is also in service with the Egyptian Air Force and the U.S. Navy Reserve. The program for New Zealand involves five (5) SH-2G(NZ) aircraft, and support, for New Zealand defense forces. The contract has an anticipated value of $175.4 million (US). Work is proceeding on this program and

deliveries are scheduled to begin in late 2000. The program for Australia involves eleven (11) SH-2G(A) aircraft with support, including a support services facility, for the Royal Australian Navy. The total contract has an anticipated value of about $675 million (US) and the helicopter production portion of the work is valued at $557 million (US). The Australian SH-2G(A) will contain an integrated cockpit and weapons system known as ITAS (Integrated Tactical Avionics System) that builds on developments in avionics, sensors, navigation, communication and weaponry to enable a two-man crew to fly the helicopter and maintain "total sea control" over a large area of ocean. Initial flight testing of the production prototype SH-2G(A) began in October of 1999 and deliveries are scheduled to begin in early 2001. The corporation is actively monitoring the work of its subcontractors and in certain cases (specifically, Litton Guidance and Control Systems which is responsible for a variety of integration software) has established a resident manager at the subcontractor site. During 1999, the corporation continued to provide on-site support services to the Egyptian Air Force following completion of delivery of ten (10) aircraft to the Republic of Egypt in 1998. The SH-2 is an aircraft that was originally manufactured for the U.S. Navy and although no longer being produced for the U.S. Navy, twelve (12) aircraft are maintained in the U.S. Navy Reserve's active fleet. While these aircraft remain in service, the corporation will continue providing logistics and spare parts support for the aircraft. The corporation has made an agreement with the appropriate federal agencies to take a consignment of the U.S. Navy's inventory of SH-2 spare parts; the initial agreement has been extended beyond the scheduled September 1999 expiration date in the expectation that the parties will eventually reach agreement on a longer term arrangement. The overall objective is for the corporation to provide further support of U.S. Naval Reserve requirements while having the ability to utilize certain inventory for support of the corporation's other SH-2 programs. The corporation continues efforts to build and further enhance familiarization with the SH-2's capabilities among various foreign governments. This market is highly competitive and is also influenced by economic and political conditions. The corporation continues to pursue this business, including possible further orders from current customers.

The corporation also manufactures the K-MAX medium to heavy lift "aerial truck" helicopter which has a variety of potential applications, including logging, oil and gas exploration, power line and other utility construction, fire fighting, movement of equipment and high altitude projects. K-MAX, now in its sixth year of commercial operation, is based on the corporation's intermeshing rotor technology with servo-flap control. Constructed with fewer components and less airframe weight, the K-MAX has increased payload capacity and lower manpower, maintenance and spare parts inventory requirements, resulting in a cost-effective tool for industries requiring medium to heavy repetitive lift capabilities. The corporation has been conservative in its production of this aircraft since inception, however the program continues to experience market difficulties due in significant part to

conditions in the U.S. and Canadian logging industries, the aircraft's "launch" application and principal market to date. During the past two years, significant weakness in the logging industry has adversely affected certain current customers as well as potential customers and curtailed sales of the aircraft. The corporation's commercial efforts have been refocused on further development of the aircraft's other applications. These efforts are ongoing, however, successful sales development in these markets and profitability for the program will take some time to achieve. In addition, K-MAX has shown its capabilities in the noncombat role of vertical replenishment for the military through two successful demonstrations for the U.S. Navy Military Sealift Command; during 1999, the corporation bid on a three year charter/lease project involving two aircraft and was notified during the fourth quarter of the year that a helicopter operator had been awarded the contract.

The corporation is a subcontractor on a number of commercial and defense aviation programs, including production of wing structures and other components for virtually all Boeing commercial aircraft as well as components for the McDonnell Douglas C-17 transport, the Comanche helicopter and the F-14 and F-22 fighters. The corporation also manufactures self-lubricating bearings for use principally in aircraft flight controls, turbine engines and landing gear, which are used extensively in today's commercial airliners, as well as driveline couplings for use principally in helicopters. During 1999, the corporation experienced some softness in these businesses due to a slowdown of growth trends in the commercial aviation industry and the efforts of major manufacturers, particularly Boeing (which is a long standing and important customer of the segment) to increase efficiency within their own operations by implementing new inventory and procurement practices.

Among its smaller programs, the corporation develops and manufactures high reliability memory systems that are used in over 120 airborne, shipboard and ground based programs. The corporation also designs and manufactures fuzing and safing devices used in a wide range of missiles and manufactures high precision non-contact measuring systems and high performance microwave cable assemblies for commercial, industrial and military applications.

INDUSTRIAL DISTRIBUTION

The Industrial Distribution segment consists of Kaman Industrial Technologies Corporation and its Canadian subsidiary, Kaman Industrial Technologies, Ltd.

This segment is the third largest distributor of industrial parts in North America, serving the electrical/mechanical power transmission and bearing, fluid power, motion control and materials handling segment of the overall industrial distribution industry through its computer linked network of branches and distribution centers across the U.S. and in British Columbia, Canada. The company supplies nearly every sector of manufacturing and processing industry in North America, offering more than one million individual items in various product groups representing more than one thousand manufacturers. The segment's product

offerings range from virtually every type of bearing made, from simple nylon sleeve bearings to super-precision ceramic hybrids; and include hydraulic and pneumatic products and services; power transmission components and materials handling equipment; electrical products and components, including AC/DC electric motors, and AC/DC adjustable speed drives, controls and sensors; linear motion components and subsystems, including linear bearings, bushings, shafts, rails and ball screws; accessories and maintenance items such as lubricants, adhesives, sealants, chemicals, specialty tools, and other products. The products that the segment purchases for distribution are for the most part derived from traditional technologies, although the segment is increasingly selling products with the higher technological content required to support automated production processes. In addition to providing products, the segment can also monitor processes for efficiency and improvement opportunity, and provide inventory management, just-in-time delivery, and cost savings analysis (called Documented Savings (Trade Mark)). In addition, the segment's state-of-the-art computer system provides electronic data interchange and direct links to customers' and suppliers' purchasing departments, handling the process from invoice creation and proposal requests to purchase orders. During 1999, the segment continued to experience pressure on operating margins due to the depressed market for a number of key customer industries, chiefly, mining, primary metals, paper and chemicals where low capacity utilization adversely affected demand for products distributed by the segment. In addition, while the distribution business has traditionally been very competitive, increasing consolidation in the industry has resulted in even more intense competition. To address these conditions and bolster its competitive position, the segment undertook several initiatives in late 1999, including a reorganization of its sales, marketing, and field management structure, a consolidation of certain branches and closure of others and an extensive program to remove obsolete or excess inventory to the ongoing organization.

MUSIC DISTRIBUTION

The Music Distribution segment consists of Kaman Music Corporation, KMI Europe, Inc., and a Canadian subsidiary, B&J Music Ltd.

This segment is the largest independent distributor of music instruments and accessories in the U.S., offering more than 10,000 music instruments and accessories to over 65 countries out of seven facilities in the United States and Canada. Products range from the segment's proprietary products, including Ovation (Registered Trademark) and Hamer (Registered Trademark) guitars, to distribution of the Takamine (Registered Trademark) guitar line, as well as percussion instruments such as the Toca (Registered Trademark) line of Latin-style percussion instruments and Gibraltar (Registered Trademark) percussion hardware, to instructional instruments such as violins, violas, horns, drums and other percussion products and accessories. During 1999, the segment implemented a state-of-the-art supply chain management software system that enables it to offer customers such services as inventory management, just-in-time delivery, Internet access, and electronic data interchange.

FINANCIAL INFORMATION

Information concerning each segment's performance for the last three fiscal years appears in the corporation's 1999 Annual Report to Shareholders and is included in Exhibit 13 to this Form 10-K, and is incorporated by reference.

PRINCIPAL PRODUCTS AND SERVICES

Following is information for the three preceding fiscal years concerning the percentage contribution of the corporation's classes of products and services to the corporation's consolidated net sales:

	Years Ended December 31		
	1997	1998	1999
Aerospace	27.6%	38.1%	37.8%
Scientific Services (1)	13.9%	----	----
Industrial Distribution	45.9%	50.1%	50.3%
Music Distribution	12.6%	11.8%	11.9%
Total	100.0%	100.0%	100.0%

(1) The Scientific Services segment, which consisted of Kaman Sciences Corporation, the corporation's defense information technology business, was sold on December 30, 1997.

RESEARCH AND DEVELOPMENT EXPENDITURES

Government sponsored research expenditures by the Aerospace and Scientific Services segments were $11.3 million in 1999, $13.2 million in 1998, and $75.7 million in 1997. Independent research and development expenditures were $4.9 million in 1999, $8.5 million in 1998, and $6.9 million in 1997. The Scientific Services segment which conducted significant government sponsored research in 1997 was sold on December 30, 1997.

BACKLOG

Program backlog of the Aerospace segment was approximately $580.1 million at December 31, 1999, $757.1 million at December 31, 1998, and (together with the Scientific Services segment which was sold on December 30, 1997) $935.2 million at December 31, 1997. The corporation anticipates that approximately 56% of its backlog at the end of 1999 will be performed in 2000. Approximately 8.8% of the backlog at the end of 1999 is related to U.S. government contracts or subcontracts which are included in backlog to the extent that funding has been appropriated by Congress and allocated to the particular contract by the relevant procurement agency. Certain of these government contracts, less than 1% of the backlog, have been funded but not signed.

GOVERNMENT CONTRACTS

During 1999, approximately 84.4% of the work performed by the corporation directly or indirectly for the United States government was performed on a fixed-price basis and the balance was performed on a cost-reimbursement basis. Under a fixed-price contract, the price paid to the contractor is negotiated at the outset of the contract and is not generally subject to adjustment to reflect the actual costs incurred by the contractor in the performance of the contract. Cost reimbursement contracts provide for the reimbursement of allowable costs and an additional negotiated fee.

The corporation's United States government contracts and subcontracts contain the usual required provisions permitting termination at any time for the convenience of the government with payment for work completed and associated profit at the time of termination.

COMPETITION

The Aerospace segment operates in a highly competitive environment with many other organizations which are substantially larger and have greater financial and other resources. The corporation competes with other helicopter manufacturers on the basis of price, performance, and mission capabilities; and also on the basis of its experience as a manufacturer of helicopters, the quality of its products and services, and the availability of facilities, equipment and personnel to perform contracts. Consolidation in the industry has increased the level of international competition for helicopter programs. The corporation is also affected by the political and economic circumstances of its potential foreign customers. The corporation's FAA certified K-MAX helicopters compete with military surplus helicopters and other commercial helicopters used for lifting, as well as with alternative methods of meeting lifting requirements. The corporation competes for its subcontract aircraft structure and specialty aircraft component business on the basis of price and quality; product endurance and special performance characteristics; proprietary knowledge; and the reputation of the corporation.

Industrial distribution operations are subject to a high degree of competition from several other national distributors, two of which are substantially larger than the corporation; and from many regional and local firms. Competitive forces are intensifying as the major competitors grow through consolidation.

Music distribution operations compete with domestic and foreign distributors. Certain musical instrument products manufactured by the corporation are subject to competition from U.S. and foreign manufacturers as well. The corporation competes in these markets on the basis of service, price, performance, and inventory variety and availability. The corporation also competes on the basis of quality and market recognition of its music products and has established certain trademarks and trade names under which certain of its music products are produced, as well as under private label manufacturing in a number of foreign countries.

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, specialty self-lubricating bearings and couplings, the industrial and music distribution businesses, 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 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) the timing, degree and scope of market acceptance for products such as a repetitive lift helicopter; 6) U.S. industrial production levels; 7)achievement and continuation of Year 2000 compliance by the corporation, its customers, suppliers and service providers, including various federal, state and foreign governments and agencies thereof; 8) currency exchange rates, taxes, laws and regulations, inflation rates, general business conditions and other factors. Any forward-looking information should be considered with these factors in mind.

EMPLOYEES

As of December 31, 1999, the Corporation employed 4,025 individuals throughout its industry segments and corporate headquarters as follows:

Aerospace	2,023
Industrial Distribution	1,532
Music Distribution	395
Corporate Headquarters	75

	4,025

PATENTS AND TRADEMARKS

The corporation holds patents reflecting scientific and technical accomplishments in a wide range of areas covering both basic production of certain products, including aerospace products and musical instruments, as well as highly specialized devices and advanced technology products in defense related and commercial fields.

Although the corporation's patents enhance its competitive position, management believes that none of such patents or patent applications is singularly or as a group essential to its business as a whole. The corporation holds or has applied for U.S. and foreign patents with expiration dates that range through the year 2020.

These patents are allocated among the corporation's industry segments as follows:

	U.S. PATENTS		FOREIGN PATENTS	
Segment	Issued	Pending	Issued	Pending
Aerospace	77	4	55	10
Industrial Distribution	0	0	0	0
Music Distribution	9	0	4	0
	--	--	--	--
	86	4	59	10

Trademarks of Kaman Corporation include Adamas, Applause, Hamer, KAflex, KAron, K-MAX, Magic Lantern, and Ovation. In all, the corporation maintains 213 U.S. and foreign trademarks with 14 applications pending, most of which relate to music products in the Music Distribution segment.

COMPLIANCE WITH ENVIRONMENTAL PROTECTION LAWS

In the opinion of management, based on the corporation's knowledge and analysis of relevant facts and circumstances, compliance with any environmental protection laws is not likely to have a material adverse effect upon the capital expenditures, earnings or competitive position of the corporation or any of its subsidiaries.

The corporation is subject to the usual reviews, inspections and enforcement actions by various federal and state environmental and enforcement agencies and has entered into agreements and consent decrees at various times in connection with such reviews. Also on occasion the corporation has been identified as a potentially responsible party ("PRP") by the U.S. Environmental Protection Agency ("EPA") in connection with the EPA's investigation of certain third party facilities. In each instance, the corporation has provided appropriate responses to all requests for information that it has received, and the matters have been resolved either through de minimis settlements, consent agreements, or through no further action being taken by the EPA or the applicable state agency with respect to the corporation. With respect to any such matters which may currently be pending, the corporation has been able to determine, based on its current knowledge, that resolution of such matters is not likely to have a material adverse effect on the future financial condition of the corporation.

In arriving at this conclusion, the corporation has taken into consideration site-specific information available regarding total costs of any work to be performed, and the extent of work previously performed. Where the corporation has been identified as a PRP at a particular site, the corporation, using information available to it, also has reviewed and considered a number of other factors, including: (i) the financial resources of other PRPs involved in each site, and their proportionate share of the total volume of waste at the site; (ii) the existence of insurance, if any, and the financial viability of the insurers; and (iii) the success others have had in receiving reimbursement for similar costs under similar policies issued during the periods applicable to each site.

FOREIGN SALES

Twenty-Six and Three Tenths percent (26.3%) of the sales of the corporation made in 1999 were to customers located outside the United States. In 1999, the corporation continued its efforts to develop international markets for its products and foreign sales (including sales for export); and during 1999 the corporation continued to perform work under contracts with the Commonwealth of Australia and the Government of New Zealand for the supply of retrofit SH-2G helicopters with deliveries under both programs expected to begin in the late 2000/early 2001 time frame. Additional information required by this item appears in the

corporation's 1999 Annual Report to Shareholders, and is included in Exhibit 13 to this Form 10-K, and is incorporated herein by reference.

YEAR 2000 ("Y2K") COMPLIANCE

During 1999, the corporation utilized the services of KPMG LLP as a consultant to assist in formalizing the corporation's Y2K compliance program and to provide periodic assessment of the corporation's progress. The corporation did not experience any adverse impact upon its business operations with the arrival of the year 2000, however the program managers from each of the operating subsidiaries as well as the oversight committee at corporate headquarters (both groups being part of the compliance program described in the corporation's SEC reports during 1999) will continue to monitor this item for several months. Additional information concerning this item appears in the corporation's 1999 Annual Report to Shareholders and is included in Exhibit 13 to this Form 10-K, and is incorporated herein by reference.

ITEM 2. PROPERTIES

The corporation occupies approximately 3.27 million square feet of space throughout the United States, Canada and Australia, distributed as follows:

SEGMENT	SQUARE FEET (in thousands as of 12/31/99)
Aerospace	1,641
Industrial Distribution	1,185
Music Distribution	399
Corporate Headquarters	40
Total	3,265

The Aerospace segment's principal facilities are located in Arizona, Connecticut, and Massachusetts; other facilities including offices and smaller manufacturing and assembly operations are located in several other states. These facilities are used for manufacturing, research and development, engineering and office purposes. The U.S. Government owns 154 thousand square feet of the space occupied by Kaman Aerospace Corporation in Bloomfield, Connecticut in accordance with a Facilities Lease Agreement with a five (5) year term expiring in March 2003. The corporation also occupies a facility in Nowra, New South Wales, Australia under a contract providing for a ten (10) year term expiring June, 2010.

The Industrial Distribution segment's facilities are located throughout the United States with principal facilities located in California, Connecticut, New York, Kentucky and Utah. Additional Industrial Distribution segment facilities are located in British Columbia, Canada. These facilities consist principally of regional distribution centers, branches and office space with a portion used for fabrication and assembly work.

The Music Distribution segment's facilities in the United States are located in Connecticut, California, Georgia, Tennessee and Texas. An additional Music Distribution facility is located in Ontario, Canada. These facilities consist principally of regional distribution centers, source centers and office space. Also included are facilities used for manufacturing musical instruments.

The corporation occupies a 40 thousand square foot Corporate headquarters building in Bloomfield, Connecticut.

The corporation's facilities are suitable and adequate to serve its purposes and substantially all of such properties are currently fully utilized. Many of the properties, especially within the Industrial Distribution segment, are leased.

ITEM 3. LEGAL PROCEEDINGS

There are no material pending legal proceedings to which the corporation or any of its subsidiaries is a party or to which any of their property is subject.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

There were no matters submitted to a vote of security holders during the fourth quarter of 1999.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED SHAREHOLDER MATTERS

CAPITAL STOCK AND PAID-IN CAPITAL

Information required by this item appears in the corporation's 1999 Annual Report to Shareholders and is included in Exhibit 13 to this Form 10-K, and is incorporated herein by reference.

INVESTOR SERVICES PROGRAM

Shareholders of Kaman Class A common stock are eligible to participate in the ChaseMellon Investor Services Program administered by Mellon Bank, N.A. which offers a variety of services including dividend reinvestment. A booklet describing the program may be obtained by writing to the program's Administrator, Mellon Bank, N.A., P. O. Box 3338, South Hackensack, NJ 07606-1938.

QUARTERLY CLASS A COMMON STOCK INFORMATION

	High	Low	Close	Dividend
1999				
First	$16.13	$11.56	$12.81	$.11
Second	16.00	10.75	15.69	.11
Third	16.00	12.31	12.75	.11
Fourth	13.13	10.06	12.88	.11
1998				
First	$18.38	$15.75	$18.38	$.11
Second	20.38	17.63	19.03	.11
Third	19.38	13.00	17.13	.11
Fourth	17.13	14.50	16.06	.11

QUARTERLY DEBENTURE INFORMATION (6% Conv. Subordinated)

	High	Low	Close
1999			
First	$ 99.88	$94.00	$ 97.00
Second	103.00	96.00	100.00
Third	100.00	94.00	97.50
Fourth	97.50	91.00	97.00
1998			
First	$101.00	$96.00	$100.00
Second	100.50	98.00	98.00
Third	100.63	96.00	96.50
Fourth	104.00	96.50	97.50

NASDAQ market quotations reflect inter-dealer prices, without retail mark-up, mark-down, or commission and may not necessarily represent actual transactions.

ANNUAL MEETING

The Annual Meeting of Shareholders of the corporation will be held on Tuesday, April 11, 2000 at 11:00 a.m. in the offices of the corporation, 1332 Blue Hills Avenue, Bloomfield, Connecticut 06002. Holders of all classes of Kaman securities are invited to attend, however it is expected that matters on the agenda for the meeting will require the vote of Class B shareholders only.

ITEM 6. SELECTED FINANCIAL DATA

Information required by this item appears in the corporation's 1999 Annual Report to Shareholders and is included in Exhibit 13 to this Form 10-K, and is incorporated herein by reference.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Information required by this item appears in the corporation's 1999 Annual Report to Shareholders and is included in Exhibit 13 to this Form 10-K, and is incorporated herein by reference.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Information required by this item appears in the corporation's 1999 Annual Report to Shareholders and is included in Exhibit 13 to this Form 10-K, and is incorporated herein by reference. Additional financial information is contained in the Financial Data Schedule included as Exhibit 27 to this Form 10-K.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Following is information concerning each Director and Executive Officer of Kaman Corporation including name, age, position with the corporation, and business experience during the last five years:

Brian E. Barents	Mr. Barents, 56, has been a Director since 1996. He is President and Chief Executive Officer of Galaxy Aerospace Company L.P. Prior to that he was President and Chief Executive Officer of Learjet, Inc.

T. Jack Cahill	Mr. Cahill, 51, has held various positions with Kaman Industrial Technologies Corporation, a subsidiary of the corporation, since 1975, and has been President of that subsidiary since 1993.
E. Reeves Callaway, III	Mr. Callaway, 52, has been a Director since 1995. He is President of The Callaway Advanced Technology Corporation.
Frank C. Carlucci	Mr. Carlucci, 69, has been a Director since 1989. Prior to that he served as U.S. Secretary of Defense. He is Chairman of The Carlyle Group, merchant bankers, and Chairman of Nortel Networks Corporation (formerly Northern Telecon). Mr. Carlucci is also a director of Ashland, Inc., Neurogen Corporation, Pharmacia & Upjohn, Inc., Quaker Oats Company, Sun Resorts, Ltd., N.V., Texas Biotechnology Corporation, and IRI International Corporation.
Laney J. Chouest, M.D.	Dr. Chouest, 46, has been a Director since 1996. He is Owner-Manager of Edison Chouest Offshore, Inc.
Candace A. Clark	Ms. Clark, 45, has been Senior Vice President and Chief Legal Officer and Secretary since 1996. Prior to that she served as Vice President and Counsel. Ms. Clark has held various positions with the corporation since 1985.
John A. DiBiaggio	Dr. DiBiaggio, 67, has been a Director since 1984. He is President and Chief Executive Officer of Tufts University. Prior to that he was President and Chief Executive Officer of Michigan State University.
Ronald M. Galla	Mr. Galla, 49, has been Senior Vice President and Chief Information Officer since 1995. Prior to that he served as Vice President and director of the corporation's Management Information Systems, a position which he held since 1990. Mr. Galla has been director of the corporation's Management Information Systems since 1984.

Robert M. Garneau	Mr. Garneau, 56, has been Executive Vice President and Chief Financial Officer since 1995. Previously he served as Senior Vice President, Chief Financial Officer and Controller. Mr. Garneau has held various positions with the corporation since 1981.
Huntington Hardisty	Admiral Hardisty (USN-Ret.), 71, President of Kaman Aerospace International Corporation, a subsidiary of the corporation, since 1995, retired from employment with that company effective March 1, 2000. He has been a Director since 1991 and will continue in that capacity. In addition, he will be a consultant to the corporation for a period of two years. He retired from the U.S. Navy in 1991 having served as Commander-in-Chief for the U.S. Navy Pacific Command since 1988. He is also a director of Contraves, Inc., MPR Inc., and CNA Corporation.
Charles H. Kaman	Mr. Kaman, 80, has been Chairman of the Board of Directors since 1945. Until 1999 he was also President and Chief Executive Officer of the corporation.
C. William Kaman II	Mr. Kaman, 48, has been a Director since 1992. He is Chairman and CEO of AirKaman of Jacksonville, Inc., a former subsidiary of the corporation which was sold in 1997 and is no longer affiliated with the corporation. Previously he was Executive Vice President of the corporation and was President of Kaman Music Corporation, a subsidiary of the corporation. Mr. Kaman is the son of Charles H. Kaman, Chairman of the Board of Directors of the corporation.
Walter R. Kozlow	Mr. Kozlow, 64, has been President of Kaman Aerospace Corporation, a subsidiary of the corporation, since 1986, and has held various positions with Kaman Aerospace Corporation since 1960.

Eileen S. Kraus	Ms. Kraus, 61, has been a Director since 1995. She is Chairman (Connecticut) of Fleet National Bank. Since 1979 she has held various positions at Shawmut Bank Connecticut and Shawmut National Corporation, predecessors of Fleet Bank, N.A. and its holding company, Fleet Financial Group. She is a director of Yankee Energy System, Inc., The Stanley Works, Bestfoods Corporation, ConnectiCare Holding Co., Inc. and ConnectiCare, Inc.
Paul R. Kuhn	Mr. Kuhn, 57, was appointed President and Chief Executive Officer of the corporation and was elected a Director in 1999. From 1998 to 1999 he was Senior Vice President, Operations, Aerospace Engine Business, for Coltec Industries, Inc. Prior to that he was Group Vice President, Coltec Industries, Inc. and President of its Chandler Evans division.
Hartzel Z. Lebed	Mr. Lebed, 72, has been a Director since 1982, and served as Vice Chairman of the Board of Directors from January, 1999 to September, 1999. He is the retired President of CIGNA Corporation.
Walter H. Monteith, Jr.	Mr. Monteith, 69, has been a Director since 1987. He is the retired Chairman of Southern New England Telecommunications Corporation.
Wanda L. Rogers	Mrs. Rogers, 67, has been a Director since 1991. She is President and Chief Executive Officer of Rogers Helicopters, Inc. She is also a director of Clovis Community Bank.
Robert H. Saunders, Jr.	Mr. Saunders, 59, became President of Kaman Music Corporation, a subsidiary of the corporation, in 1998. Previously he served as Senior Vice President of the corporation since 1995 and also held the position of Senior Executive Vice President of Kaman Music Corporation during a portion of that period.

Each Director and Executive Officer has been elected for a term of one year and until his or her successor is elected. The terms of all Directors and Executive Officers are expected to expire as of the Annual Meeting of the Shareholders and Directors of the corporation to be held on April 11, 2000.

Based upon information provided to the corporation by persons required to file reports under Section 16(a) of the Securities Exchange Act of 1934, no Section 16(a) Reporting delinquencies occurred in 1999.

ITEM 11. EXECUTIVE COMPENSATION

A) GENERAL. The following tables provide certain information relating to the compensation of the Corporation's Chief Executive Officer, its four other most highly compensated executive officers and its directors.

B) SUMMARY COMPENSATION TABLE.

(a) Name and Principal Position	(b) Year	(c) Annual Compensation: Salary ($)	(d) Annual Compensation: Bonus ($)	(e) Other Annual Comp.(1)	(f) Long Term Compensation: AWARDS: RSA ($)(2)	(g) Long Term Compensation: AWARDS: Options/SARs (#Shares)	(h) LTIP Payments	(i) All Other Comp. ($)(3)
C. H. Kaman Chairman	1999	850,000	200,000	363,229	-------	-------	---	140,000
	1998	850,000	408,000	116,201	-------	0/ 125,000	---	64,120
	1997	750,000	400,000	-------	-------	------	---	56,793
P. R. Kuhn President	1999	250,000(4)	360,000	-------	706,250	100,000/ 180,000	---	3,661
and Chief Executive	1998	-------	-------	-------	-------	-------	---	------
Officer	1997	-------	-------	-------	-------	-------	---	------
R.M.Garneau Executive	1999	400,000	175,000	-------	43,500	9,000/ 30,000	---	12,329
Vice Pres- ident and	1998	375,000	175,000	-------	127,500	7,500/ 12,500	---	12,418
Chief Financial Officer	1997	340,000	185,000	-------	99,375	10,000/ 100,000	---	10,896
W.R.Kozlow President	1999	275,000	140,000	-------	36,250	7,500/ 20,000	---	18,150
Kaman Aerospace	1998	255,000	100,000	-------	85,000	7,500/ 10,000	---	13,170
Corporation	1997	240,000	100,000	-------	79,500	9,000/ 50,000	---	13,588
T.J. Cahill President,	1999	255,000	51,000	-------	36,250	7,500/ 15,000	---	7,449
Kaman Industrial	1998	245,000	80,000	-------	85,000	7,500/ 7,500	---	7,397
Technologies Corporation	1997	230,000	90,000	-------	79,500	9,000/ 50,000	---	7,754

1. The corporation maintains a program pursuant to which it pays for tax and estate planning services provided to executive officers by third parties, up to certain limits. Amounts reported in this column include payments for such services as follows: $152,788 on behalf of C.H. Kaman in 1999 and $91,060 on behalf of C. H. Kaman in 1998. In addition, domestic services were provided to C.H. Kaman in the amount of $98,807 in 1999.

2. As of December 31, 1999, aggregate restricted stock holdings and their year end value were: C.H. Kaman, none; P.R. Kuhn, 50,000 shares valued at $643,750; R.M. Garneau, 17,500 shares valued at $225,313; W.R. Kozlow, 13,500 shares valued at $173,813; and T.J. Cahill, 13,500 shares valued at $173,813. Restrictions lapse at the rate of 20% per year for all awards, beginning one year after the grant date provided recipient remains an employee of the corporation or a subsidiary. Awards reported in this column are as follows: P. R. Kuhn, 50,000 shares in 1999; R. M. Garneau, 3,000 shares in 1999, 7,500 shares in 1998, and 7,500 shares in 1997; W.R. Kozlow, 2,500 shares in 1999, 5,000 shares in 1998, and 6,000 shares in 1997; and T.J. Cahill, 2,500 shares in 1999, 5,000 shares in 1998, and 6,000 shares in 1997. Dividends are paid on the restricted stock.

3. Amounts reported in this column consist of: C.H. Kaman, $53,000 - Officer 162 Insurance Program, $87,000 - medical expense reimbursement program ("MERP") plus amounts attributable to the corporation's direct medical expense reimbursement to Mr. Kaman; P.R. Kuhn, $1,566 - Senior executive life insurance program ("Executive Life"), $2,000 - employer matching contributions to the Kaman Corporation Thrift and Retirement Plan (the "Thrift Plan employer match"); $95 - MERP; R.M. Garneau, $3,701- Executive Life, $851 - Officer 162 Insurance Program, $2,000 - Thrift Plan employer match, $590 - MERP, $5,187 - all supplemental employer contributions under the Kaman Corporation Deferred Compensation Plan ("supplemental employer contributions"); W.R. Kozlow, $7,963 - - Executive Life, $2,000 - Thrift Plan employer match, $5,000 - MERP, $3,187 - supplemental employer contributions; and T.J. Cahill, $2,296- Executive Life, $2,000 - Thrift Plan employer match, $1,328 - MERP, $1,825- supplemental employer contributions.

4. P.R. Kuhn joined the corporation on August 2, 1999 as President and Chief Executive Officer.

C) OPTION/SAR GRANTS IN THE LAST FISCAL YEAR:

Individual Grants					Potential Realizable Value at Assumed Annual Rates of Stock Price Appreciation for Option Term*	
(a)	(b)	(c)	(d)	(e)	(f)	(g)
Name	Options/ SARs** Granted (#)	% of Total Options/ SARs** Granted to Employees in Fiscal Year	Exercise or Base Price ($/Sh)	Expiration Date	5%($)	10%($)
C. H. Kaman	0/ 0	0/ 0	-----	-------	---------	---------
P. R. Kuhn	100,000/ 180,000	31.97/ 66.67	14.125	8/02/09	2,487,278	6,303,251
R. M. Garneau	9,000/ 30,000	2.88/ 11.11	14.50	2/09/09	355,640	901,261
W. R. Kozlow	7,500/ 20,000	2.40/ 7.41	14.50	2/09/09	250,772	635,505
T. J. Cahill	7,500/ 15,000	2.40/ 5.56	14.50	2/09/09	205,177	519,958

*The information provided herein is required by Securities and Exchange Commission rules and is not intended to be a projection of future common stock prices.

**Stock Appreciation Rights (SARs) payable in cash only, not in shares of common stock.

D) AGGREGATED OPTION/SAR EXERCISES IN THE LAST FISCAL YEAR, AND FISCAL YEAR-END OPTION/SAR VALUES.

Name (a)	Options acquired on Exercise(#) (b)	Value realized (c)	Number of Unexercised options at FY-end (#) exercisable/ unexercisable (d)	Value of Unexercised in-the-money options* at FY-end ($) exercisable/ unexercisable (e)
C. H. Kaman	none	none	20,000/0	102,500/0
P. R. Kuhn	"	"	0/100,000	0/0
R. M. Garneau	"	"	32,500/26,500	85,125/12,250
W. R. Kozlow	"	"	31,500/24,000	83,625/11,250
T. J. Cahill	"	"	26,000/24,000	58,063/11,250

Name (a)	SARs acquired on Exercise(#) (b)	Value realized (c)	Number of Unexercised SARs at FY-end (#) exercisable/ unexercisable (d)	Value of Unexercised in-the-money SARs* at FY-end ($) exercisable/ unexercisable (e)
C. H. Kaman	none	none	25,000/100,000	0/0
P. R. Kuhn	"	"	0/180,000	0/0
R. M. Garneau	"	"	42,500/100,000	0/0
W. R. Kozlow	"	"	22,000/58,000	0/0
T. J. Cahill	"	"	21,500/51,000	0/0

*Difference between the 12/31/99 FMV and the exercise price(s).

E) LONG TERM INCENTIVE PLAN AWARDS: Except as described above, no long term incentive plan awards were made to any named executive officer in the last fiscal year.

F) PENSION AND OTHER DEFINED BENEFIT DISCLOSURE. The following table shows estimated annual benefits payable at normal retirement age to participants in the Corporation's Pension Plan at various compensation and years of service levels using the benefit formula applicable to Kaman Corporation. Pension benefits are calculated based on 60 percent of the average of the highest five consecutive years of "covered compensation" out of the final ten years of employment less 50 percent of the primary social security benefit, reduced proportionately for years of service less than 30 years:

PENSION PLAN TABLE

	Years of Service				
Remuneration*	15	20	25	30	35
125,000	33,381	44,731	55,412	66,762	66,762
150,000	40,881	54,781	67,862	81,762	81,762
175,000	48,381	64,831	80,312	96,762	96,762
200,000	55,881	74,881	92,762	111,762	111,762
225,000	63,381	84,931	105,212	126,762	126,762
250,000	70,881	94,981	117,662	141,762	141,762
300,000	85,881	115,081	142,562	171,762	171,762
350,000	100,881	135,181	167,462	201,762	201,762
400,000	115,881	155,281	192,362	231,762	231,762
450,000	130,881	175,381	217,262	261,762	261,762
500,000	145,881	195,481	242,162	291,762	291,762
750,000	220,881	295,981	366,662	441,762	441,762
1,000,000	295,881	396,481	491,162	591,762	591,762
1,250,000	370,881	496,981	615,662	741,762	741,762
1,500,000	445,881	597,481	740,162	891,762	891,762
1,750,000	520,881	697,981	864,662	1,041,762	1,041,762
2,000,000	595,881	798,481	989,162	1,191,762	1,191,762

*Remuneration: Average of the highest five consecutive years of "Covered Compensation" out of the final ten years of service.

"Covered Compensation" means "W-2 earnings" or "base earnings", if greater, as defined in the Pension Plan. W-2 earnings for pension purposes consist of salary (including 401(k) and Section 125/129 Plan contributions but not deferrals under a non-qualified Deferred Compensation Plan), bonus and taxable income attributable to restricted stock awards and the cash out of employee stock options. Salary and bonus amounts for the named Executive Officers for 1999 are as shown on the Summary Compensation Table. Compensation deferred under the Corporation's non-qualified deferred compensation plan is included in Covered Compensation here because it is covered by the Corporation's unfunded supplemental employees' retirement plan for the participants in that plan.

Current Compensation covered by the Pension Plan for any named executive whose Covered Compensation differs by more than 10% from the compensation disclosed for that executive in the Summary Compensation Table: Mr. Kaman, $1,258,000; Mr. Garneau, $662,709; Mr. Cahill, $404,937.

Federal law imposes certain limitations on annual pension benefits under the Pension Plan. For the named executive officers who are participants, the excess will be paid under the Corporation's unfunded supplemental employees' retirement plan.

The Executive Officers named in Item 11(b) are participants in the plan and as of December 31, 1999, had the number of years of credited service indicated: Mr. Kaman - 54.1 years; Mr. Kuhn - 2.0; Mr. Garneau - 18.48 years; Mr. Kozlow - 39.7 years; Mr. Cahill - - 24.7 years.

Benefits are computed generally in accordance with the benefit formula described above.

G) COMPENSATION OF DIRECTORS. In general, non-employee members of the Board of Directors of the corporation receive an annual retainer of $20,000 and a fee of $1,000 for attending each meeting of the Board and each meeting of a Committee of the Board, except that the Chairman of the Audit Committee receives a fee of $1,250 for attending each meeting of that Committee. Such fees may be received on a deferred basis. In addition, each non-employee director will receive a Restricted Stock Award for 500 shares (issued pursuant to the corporation's Stock Incentive Plan), providing for immediate vesting upon election as a director at the corporation's 2000 Annual Meeting of Shareholders.

H) EMPLOYMENT CONTRACTS AND TERMINATION, SEVERANCE AND CHANGE OF CONTROL ARRANGEMENTS. The corporation has entered an arrangement with Mr. C. H. Kaman that (1) in the event he retires or dies during active employment with the corporation, he and/or Mrs. Kaman will be provided with medical/dental benefits for the remainder of their lives; and (2) in the event he becomes disabled during active employment, he will be assured of receiving an amount equal to his then current annual base salary for the remainder of his life. In addition, the corporation has entered into certain Employment Agreements and Change in Control Agreements with certain Executive Officers, copies of which were filed as exhibits to the corporation's report on Form 10-Q (Document 54381-99-14) filed with the Securities and Exchange Commission on November 12, 1999. The Employment Agreement and Change in Control Agreement for Mr. P. R. Kuhn were amended and restated as of November 16, 1999, and are attached as Exhibit 10c(I) and 10c(II), respectively, to this Form 10-K.

The corporation has also entered into an agreement with Admiral Hardisty providing him with a separation payment in the amount of $370,000 and retaining him as a consultant for a period of two years following his retirement from regular employment effective March 1, 2000 at a per diem rate of $1,000.00. A copy of such agreement is attached as Exhibit 10d to this Form 10-K.

In addition, the corporation has an agreement with Mr. C. William Kaman, retaining him as a Senior Executive Advisor through December 31, 2001 at the annual rate of $245,000. A copy of such agreement appears as Exhibit 10(c) to the corporation's 1998 Form 10-K (Document 54381-99-3) filed with the Securities and Exchange Commission on March 16, 1999.

Except as disclosed in Item 13, and except as described above and in connection with the corporation's Pension Plan and the corporation's non-qualified Deferred Compensation Plan, the corporation has no other employment contract, plan or arrangement with respect to any named executive which relates to employment termination for any reason, including resignation, retirement or otherwise, or a change in control of the corporation or a change in any such executive officer's responsibilities following a change of control, which exceeds or could exceed $100,000.

I) Not Applicable.

J) COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION IN COMPENSATION DECISIONS.

1) The following persons served as members of the Personnel and Compensation Committee of the Corporation's Board of Directors during the last fiscal year: Frank C. Carlucci, Brian E. Barents, Eileen S. Kraus, and Walter H. Monteith, Jr.

None of these individuals was an officer or employee of the corporation or any of its subsidiaries during either the last fiscal year or any portion thereof in which he or she served as a member of the Personnel and Compensation Committee.

2) During the last fiscal year no executive officer of the corporation served as a director of or as a member of the compensation committee (or other board committee performing equivalent functions) of another entity, one of whose executive officers served as a director of, or on the Personnel and Compensation Committee of the corporation.

K) Not Applicable.

L) Not Applicable.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

(a) SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS.

Following is information about persons known to the corporation to be beneficial owners of more than five percent (5%) of the Corporation's voting securities. Ownership is direct unless otherwise noted.

Class of Common Stock	Name and Address Beneficial Owner	Number of Shares Owned as of February 1, 2000	Percentage of Class
Class B	Charles H. Kaman Kaman Corporation Blue Hills Avenue Bloomfield, CT 06002	258,375(1)	38.69%
Class B	Newgate Associates Limited Partnership c/o Murtha, Cullina, Richter and Pinney LLP CityPlace I 185 Asylum Street Hartford, CT 06103	199,802	29.91%
Class B	C. William Kaman, II c/o AirKaman of Jacksonville, Inc. Jacksonville International Airport 14700 Yonge Drive Jacksonville, FL 32218	64,446(2)	9.65%
Class B	Robert D. Moses Farmington Woods Avon, CT 06001	51,177(3)	7.66%

(1) Excludes 1,471 shares held by Mrs. Kaman. Excludes 199,802 shares reported separately above and held by Newgate Associates Limited Partnership, a limited partnership in which Mr. Kaman serves as general partner.

(2) Excludes 4,800 shares held as trustee for the benefit of certain family members.

(3) Includes 39,696 shares held by a partnership controlled by Mr. Moses.

(b) SECURITY OWNERSHIP OF MANAGEMENT. The following is information concerning beneficial ownership of the Corporation's stock by each Director of the corporation, each Executive Officer of the corporation named in the Summary Compensation Table, and all Directors and Executive Officers of the corporation as a group. Ownership is direct unless otherwise noted.

Name	Class of Common Stock	Number of Shares Owned as of February 1, 2000	Percentage of Class
Brian E. Barents	Class A	1,500	*
T. Jack Cahill	Class A	70,830(1)	*
E. Reeves Callaway	Class A	1,500	*
Frank C. Carlucci	Class A	4,500(2)	*
Laney J. Chouest	Class A	6,831	*
John A. DiBiaggio	Class A	1,500	*
Robert M. Garneau	Class A	71,995(3)	*
	Class B	23,236	3.48%
Huntington Hardisty	Class A	36,600(4)	*
Charles H. Kaman	Class A	160,004(5)	*
	Class B	258,375(6)	38.69%
C. William Kaman, II	Class A	88,288(7)	*
	Class B	64,446(8)	9.65%
Walter R. Kozlow	Class A	93,175(9)	*
	Class B	296	*
Paul R. Kuhn	Class A	50,000	*
Eileen S. Kraus	Class A	2,129	*
Hartzel Z. Lebed	Class A	17,642(10)	*
Walter H. Monteith, Jr.	Class A	1,700	*
Wanda L. Rogers	Class A	1,500	*
All Directors and Executive Officers	Class A	674,475(11)	2.98%
as a group **	Class B	348,235	52.14%

* Less than one percent.
** Excludes 23,612 Class A shares and 1,471 Class B shares held by spouses of certain Directors and Executive Officers.

(1) Includes 34,100 shares subject to the exercisable portion of stock options.
(2) Includes 3,500 shares held jointly with Mrs. Carlucci.
(3) Includes 41,300 shares subject to the exercisable portion of stock options.
(4) Includes 17,100 shares subject to the exercisable portion of stock options.

(5) Excludes the following: 23,132 shares held by Mrs. Kaman; 8,010 shares held by Fidelco Guide Dog Foundation, Inc., a charitable foundation of which Mr. Kaman is President and Director, in which shares Mr. Kaman disclaims beneficial ownership; 184,434 shares held by Newgate Associates Limited Partnership, a limited partnership of which Mr. Kaman is the general partner; 21,816 shares held by Oldgate Limited Partnership ("Oldgate") a limited partnership of which Mr. Kaman is the general partner; 127,034 shares held by Oldgate and as to which shares Mr. Kaman disclaims beneficial interest, such portion of Oldgate having been placed in an irrevocable trust; and 70,500 shares held by the Charles H. Kaman Charitable Foundation, a private charitable foundation. Includes 20,000 shares subject to exercisable portion of stock options.

(6) Excludes the following: 1,471 shares held by Mrs. Kaman and 199,802 shares held by Newgate Associates Limited Partnership, a limited partnership of which Mr. Kaman is the general partner.

(7) Includes 25,300 shares subject to exercisable portion of stock options; and excludes 87,582 shares held by Mr. Kaman as Trustee, in which shares Mr. Kaman disclaims any beneficial ownership.

(8) Excludes 4,800 shares held by Mr. Kaman as Trustee in which shares Mr. Kaman disclaims any beneficial ownership.

(9) Includes 39,600 shares subject to exercisable portion of stock options.

(10) Includes shares held jointly with Mrs. Lebed, and 8,000 shares held in an Individual Retirement Account, excludes 480 shares held by Mrs. Lebed.

(11) Includes 212,000 shares subject to exercisable portion of stock options.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

During 1999, the corporation obtained legal services from the Hartford, Connecticut law firm of Murtha, Cullina, Richter and Pinney LLP of which Mr. John S. Murtha, who served as a Director of the corporation through April, 1999, is of counsel. The corporation also obtained video production services in the amount of $103,642 from Polykonn Corporation, a corporation controlled by Mr. Steven Kaman, son of Charles H. Kaman, Chairman of the corporation.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

(a)(1) FINANCIAL STATEMENTS.
See Item 8 concerning financial statements appearing as Exhibit 13 to this Report and concerning the Financial Data Schedule appearing as Exhibit 27 to this Report.

(a)(2) FINANCIAL STATEMENT SCHEDULES.
An index to the financial statement schedules immediately precedes such schedules.

(a)(3) EXHIBITS.
An index to the exhibits filed or incorporated by reference immediately precedes such exhibits.

(b) REPORTS ON FORM 8-K.

The following report on Form 8-K was filed during the fourth quarter of 1999.

Date Filed	Item No.	Accession Number
December 21, 1999	5, 7	54381-99-17

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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, in the Town of Bloomfield, State of Connecticut, on this 20th day of March, 2000.

KAMAN CORPORATION
(Registrant)

By Paul R. Kuhn, President
and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature:	Title:	Date:
Paul R. Kuhn	President, Chief Executive Officer and Director	March 20, 2000
Robert M. Garneau	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	March 20, 2000
Paul R. Kuhn Attorney-in-Fact for:		March 20, 2000

Brian E. Barents	Director
E. Reeves Callaway, III	Director
Frank C. Carlucci	Director
Laney J. Chouest	Director
John A. DiBiaggio	Director
Huntington Hardisty	Director
Charles H. Kaman	Director
C. William Kaman, II	Director
Eileen S. Kraus	Director
Hartzel Z. Lebed	Director
Walter H. Monteith, Jr.	Director
Wanda L. Rogers	Director

KAMAN CORPORATION AND SUBSIDIARIES

Index to Financial Statement Schedules

REPORT OF INDEPENDENT AUDITORS

KPMG LLP
Certified Public Accountants
CityPlace II
Hartford, Connecticut 06103

The Board of Directors and Shareholders
Kaman Corporation:

Under date of January 24, 2000, we reported on the consolidated balance sheets of Kaman Corporation and subsidiaries as of December 31, 1999 and 1998 and the related consolidated statements of operations, changes in shareholders' equity and cash flows for each of the years in the three-year period ended December 31, 1999, as contained in the 1999 annual report to shareholders. These consolidated financial statements and our report thereon are included in the annual report on Form 10-K for 1999. In connection with our audits of the aforementioned consolidated financial statements, we also audited the related consolidated financial statement schedule as listed in the accompanying index. This financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on this financial statement schedule based on our audits.

In our opinion, such schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly, in all material respects, the information set forth therein.

/s/ KPMG LLP

Hartford, Connecticut
March 17, 2000

KAMAN CORPORATION AND SUBSIDIARIES
SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS
(Dollars in Thousands)

YEAR ENDED DECEMBER 31, 1997

DESCRIPTION	BALANCE JANUARY 1, 1997	Additions: CHARGED TO COSTS AND EXPENSES	Additions: OTHERS	DEDUCTIONS	BALANCE DECEMBER 31, 1997
Allowance for doubtful accounts	$2,574	$2,950	$-----	$1,697(A)	$3,827
Accumulated amortization of goodwill	$3,867	$ 345	$-----	$2,834(B)	$1,378

YEAR ENDED DECEMBER 31, 1998

DESCRIPTION	BALANCE JANUARY 1, 1998	Additions: CHARGED TO COSTS AND EXPENSES	Additions: OTHERS	DEDUCTIONS	BALANCE DECEMBER 31, 1998
Allowance for doubtful accounts	$3,827	$1,058	$-----	$ 838(A)	$4,047
Accumulated amortization of goodwill	$1,378	$ 110	$-----	$-----	$1,488

YEAR ENDED DECEMBER 31, 1999

DESCRIPTION	BALANCE JANUARY 1, 1999	Additions: CHARGED TO COSTS AND EXPENSES	Additions: OTHERS	DEDUCTIONS	BALANCE DECEMBER 31, 1999
Allowance for doubtful accounts	$4,047	$1,355	$-----	$ 883(A)	$4,519
Accumulated amortization of goodwill	$1,488	$ 110	$-----	$-----	$1,598

(A) Write-off of bad debts, net of recoveries
(B) Write-off of accumulated amortization of goodwill related to the sale of a subsidiary or division.

KAMAN CORPORATION

INDEX TO EXHIBITS

Exhibit 3a	The Amended and Restated Certificate of Incorporation of the corporation, as amended, has been filed with the Securities and Exchange Commission on form S-8POS on May 11, 1994, as Document No. 94-20.	by reference
Exhibit 3b	The By-Laws of the corporation as amended on February 9, 1999 has been filed with the Securities and Exchange Commission on Form 10-K on March 16, 1999, as Document No. 99-03.	by reference
Exhibit 4a	Indenture between the corporation and Manufacturers Hanover Trust Company, as Indenture Trustee, with respect to the Corporation's 6% Convertible Subordinated Debentures, has been filed as Exhibit 4.1 to Registration Statement No. 33 - 11599 on Form S-2 of the corporation filed with the Securities and Exchange Commission on January 29, 1987 and is incorporated in this report by reference.	by reference
Exhibit 4b	The Amended and Restated Revolving Credit Agreement between the corporation and The Bank of Nova Scotia and Fleet National Bank of Connecticut, as Co-Administrative Agents, dated as of July 3, 1997 has been filed as an exhibit to the Corporation's Form 10-Q Document No. 54381-97-16 filed with the Securities and Exchange Commission on August 15, 1997 and is incorporated in this report by reference.	by reference

Exhibit 4c	The corporation is party to certain long-term debt obligations, such as real estate mortgages, copies of which it agrees to furnish to the Commission upon request.	by reference
Exhibit 10a	The Kaman Corporation 1993 Stock Incentive Plan as amended effective November 18, 1997 has been filed as an exhibit to the Corporation's Form 10-K Document No. 54381-98-09 filed with the Securities and Exchange Commission on March 16, 1998 (as amended by Document No. 54381-98-13 on March 27, 1998) and is incorporated in this report by reference.	by reference
Exhibit 10b	The Kaman Corporation Employees Stock Purchase Plan as amended effective November 19, 1997 has been filed as an exhibit to the Corporation's Form 10-K Document No. 54381-98-09 filed with the Securities and Exchange Commission on March 16, 1998 (as amended by Document No. 54381-98-13 on March 27, 1998) and is incorporated in this report by reference.	by reference
Exhibit 10c(I)	Employment Agreement between Kaman Corporation and Paul R. Kuhn dated November 16, 1999.	Attached
Exhibit 10c(II)	Change of Control Agreement between Kaman Corporation and Paul R. Kuhn dated November 16, 1999	Attached
Exhibit 10d	Agreement between Kaman Corporation and Huntington Hardisty dated February 24, 2000.	Attached
Exhibit 11	Statement regarding computation of per share earnings.	Attached
Exhibit 13	Portions of the Corporation's 1999 Annual Report to Shareholders as required by Item 8.	Attached
Exhibit 21	Subsidiaries.	Attached
Exhibit 23	Consent of Independent Auditors.	Attached

Exhibit 24	Power of attorney under which this report has been signed on behalf of certain directors.	Attached
Exhibit 27	Financial Data Schedule	Attached

EXHIBIT 10c(I)

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Agreement is made as of November 16, 1999 (the "Effective Date") by and between Paul R. Kuhn ("I" , "me", or "my") and Kaman Corporation ("Kaman" or "the Company").

WITNESSETH:

WHEREAS, the Company and I have executed an employment agreement dated August 2, 1999; and

WHEREAS, the parties now desire to amend and restate that agreement in its entirety;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Company and I agree as follows:

I. (a) I will abide by all of Kaman's rules and regulations now or hereafter established and agree that the posting of any such rules or regulations on the bulletin boards of the various departments and/or as listed in any employee handbooks will constitute personal notice thereof to me. I understand that no statements made in any such publications or elsewhere shall operate to change the terms and conditions of my employment as described in this Agreement.

(b) I understand and agree that I may become aware of certain secret and/or confidential information during the course of my employment and such information includes, but is not limited to, that pertaining to methods, processes, designs, equipment, catalogues, computer disks, customer lists, inventions, sales and operating procedures. I agree that all tangible confidential information such as computer disks, reports, customer lists, etc. are the sole property of Kaman and I agree that upon termination of employment with Kaman, I will return, on demand, any and all confidential information in my possession. During and after my employment, I will disclose to Kaman and will not divulge or appropriate to my own use or to the use of others, including any other employer, any such confidential information or knowledge obtained by me during such employment, whether in tangible or intangible form, including, but not limited to data, plans, decisions, methods, processes, designs, equipment, catalogues, customer lists, inventions, and sales and operating procedures.

(c) Recognizing that, by virtue of my employment, I may learn information, not generally available, concerning business methods, customer lists or other trade secrets, I agree that during my employment I will not, directly or indirectly, become connected with, promote the interest of, or engage in any other business or activity competing with the business to which my employment relates within the geographical area in which the business of the Company is conducted. I further agree that if any court or arbitrator should find this covenant and agreement against competition not to be reasonable as to the scope of prohibited activities, then such portion of this covenant and agreement held to be unreasonable shall be regarded as severable and stricken from this Agreement, and such covenant and agreement shall be of full force and effect for the activities which are determined not to be unreasonable.

(d) I will treat as for Kaman's sole benefit, and fully and promptly disclose and assign to Kaman without additional compensation, all ideas, discoveries, inventions and improvements, patentable or not, which, while I am employed, are made, conceived or reduced to practice by me, alone or with others, during or after usual working hours either on or off my job, and which are related directly or indirectly to Kaman's business or interest or which result from tasks assigned to me by Kaman.

(e) I agree, at Kaman's expense, at any time during or after my employment, to sign all papers and do such other acts reasonably required of me to protect Kaman's rights to said ideas, discoveries, inventions and improvements, including applying for, obtaining and enforcing patents on said discoveries, inventions, improvements in any and all countries.

(f) I represent that there are no agreements, understandings or legal requirements applicable to me which prohibit the execution of this Agreement or prohibit or otherwise limit the performance of my obligations hereunder or my duties as an employee of the Company nor will the execution of this Agreement and the performance of my obligations or duties result in a conflict of interest between me and any other party.

II. I understand that, as an employee of Kaman, I owe a duty of loyalty to Kaman. As part of this duty of loyalty, I will:

(a) avoid personal investment, interests or associations which might interfere with the independent exercise of my judgment on business related matters;

(b) not, directly or through a member of my immediate family or otherwise, accept any gratuitous payment, loan, service, or other consideration of value from any party doing or seeking to do business with Kaman;

(c) fully disclose all facts concerning services that I, or any other person of whom I have knowledge, may have rendered to any party competing, dealing, or seeking to deal with Kaman, if it is required to determine if a conflict of interest exists; and

(d) not buy or sell Kaman Corporation stock if I have information about Kaman Corporation or any of its subsidiaries that is not already available to the public nor will I tell other people about any information of that kind. I understand and acknowledge that Kaman's policies prohibit such behavior and in many cases, it will be in violation of the securities laws.

III. I understand and agree that my employment with Kaman is an "at will" relationship and such employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of Kaman or me. I understand that this Agreement can be changed only by a written document signed by me and the President or other designated officer of Kaman. No application, brochure, policy statement, procedure, benefit plan, summary, work rules, employee handbook, or any other written or oral communication between the Company and its employees is intended to create an employment contract. I understand and agree that as a condition of my "at will" employment, if any disputes arise out of my termination of employment with the Company that I will first seek to resolve all such disputes by engaging in good faith discussions with appropriate managerial personnel of the Company.

IV. (a) I understand that if my employment ends under any circumstances (other than due to my willful refusal to perform proper responsibilities of my position or a violation of law on my part) after my Date of Hire (being August 2, 1999) and the Change in Control Agreement dated August 2, 1999, as amended, between Kaman and me is not applicable, that on my last day of employment (the "Termination Date"), the Company will provide me with:

1) a lump sum cash payment equal to two (2) times my then current base annual salary rate (which rate cannot be less than the salary rate for the most recently completed calendar year prior to the Termination Date or the salary rate in effect as of the Effective Date, whichever is higher);

2) a lump sum cash payment equal to two (2) times my most recent cash bonus payment; and the bonus for which I am eligible due to my employment during the calendar year in which the Termination Date occurs, with such bonus to be pro rated and calculated in accordance with the Kaman Corporation Cash Bonus Plan;

3) i. if my employment ends within less than one (1) year from my Date of Hire, vesting of the stock option award and stock appreciation rights (payable only in cash) award approved by the Company's Board of Directors on July 20, 1999, in an amount equal to twenty percent (20%) of each such award, exercisable in accordance with the terms of the company's 1993 Stock Incentive Plan together with a lapsing of the restrictions on the restricted stock award approved by the Board of Directors on July 20, 1999, in an amount equal to twenty percent (20%) of such award; and

ii. if my employment ends within two (2) years from my Date of Hire and subsection IV(a)(3)(i) is not applicable, vesting of the stock option award and stock appreciation rights (payable only in cash) award approved by the Company's Board of Directors on July 20, 1999, in an amount equal to forty percent (40%) of each such award, exercisable in accordance with the terms of the company's 1993 Stock Incentive Plan together with a lapsing of the restrictions on the restricted stock award approved by the Board of Directors on July 20, 1999, in an amount equal to forty percent (40%) of such award;

4) if my employment ends within two (2) years from my Date of Hire, vesting credit under the Supplemental Employees Retirement Plan (SERP) to achieve a total of eight (8) years of Continuous and Credited Service (as defined in the Kaman Corporation Employees' Pension Plan (the "Plan") to which the SERP is supplemental) at that date which would have been my normal retirement date (generally, attainment of age 65) had my employment not ended. I understand that my benefit from the plan will be due and payable at that normal retirement date;

5) my Company automobile. The book value then attributed to it by the leasing company will be considered a fringe benefit income and that amount will be subject to tax during the calendar year in which the Termination Date occurs;

6) reimbursement for COBRA premium payments for applicable group medical/dental benefits until I accept employment elsewhere, but in any event for not more than eighteen (18) months; and

7) premium payments for one (1) year with regard to the Mass Mutual group universal life insurance policy issued in my name.

(b) In the event that the items described in Section IV (a) are provided to me pursuant to this Agreement, I agree that for a period of two (2) years following the Termination Date, I will not, directly or indirectly, become connected with, promote the interest of, or engage in any other business or activity competing with the business of the Company within the geographical area in which the business of the Company is conducted.

(c) Unless required otherwise by law or government regulation, the parties will maintain the terms and conditions of this Agreement in confidence.

V. This Agreement supersedes any previous agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof which may exist between the parties, except that both parties acknowledge the validity of that certain Change in Control Agreement dated August 2, 1999, as amended, between the parties. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of Connecticut. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law and any additional withholding to which I have agreed.

In Witness Whereof, the parties have executed, or caused this Agreement to be executed, on his or its behalf.

/s/ Paul R. Kuhn
Signature of Employee

Date 1/27/00

Paul R. Kuhn
Employee's Typed Name

Acknowledged and Agreed this 27th day of Jan. 2000.

Kaman Corporation

/s/ Robert M. Garneau
Its Executive Vice President and CFO

EXHIBIT 10c(II)

AMENDED AND RESTATED CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT, is made as of November 16, 1999, by and between Kaman Corporation, a Connecticut corporation (the "Company"), and Paul R. Kuhn (the "Executive").

WHEREAS, the Company considers it essential to the best interests of its shareholders to foster the continued employment of key management personnel; and

WHEREAS, the Board recognizes that the possibility of a Change in Control exists and that such possibility, which will not be addressed by an Employment Agreement, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without the potential distractions arising from the possibility of a Change in Control; and

WHEREAS, the Company and the Executive have executed a Change in Control Agreement dated August 2, 1999 and an Employment Agreement of the same date (which Employment Agreement was amended and restated in its entirety as of November 16, 1999); and

WHEREAS, the parties desire to amend and restate the Change in Control Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive hereby agree as follows:

1. Defined Terms. The definitions of capitalized terms used in this Agreement are provided in the last Section of this Agreement.

2. Term. [Intentionally Omitted]

3. Company's Covenants Summarized. In order to induce the Executive to remain in the employ of the Company and in consideration of the Executive's continued employment, the Company agrees, under the conditions described herein, to pay the Executive

the Severance Payments and the other payments and benefits described in this Agreement. Except as provided in Section 8.1 of this Agreement, no Severance Payments shall be payable under this Agreement unless there shall have been (or, under the terms of the second sentence of Section 5.1, there shall be deemed to have been) a termination of the Executive's employment with the Company following a Change in Control. This Agreement shall not be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Executive and the Company, the Executive shall not have any right to be retained in the employ of the Company.

4. Compensation Other Than Severance Payments.

4.1 If the Executive's employment shall be terminated for any reason following a Change in Control, the Company shall pay the Executive's full salary to the Executive through the Date of Termination at the rate in effect immediately prior to the Date of Termination or, if Section 15 (o)(II) is applicable as an event or circumstance constituting Good Reason, the rate in effect immediately prior to such event or circumstance, together with all compensation and benefits payable to the Executive through the Date of Termination under the terms of the Company's compensation and benefit plans, programs or arrangements as in effect immediately prior to the Date of Termination (or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason), including, but not limited to, the bonus for which the Executive is eligible due to his or her employment during the calendar year in which the Date of Termination occurs, with such bonus to be pro rated and calculated in accordance with the Kaman Corporation Cash Bonus Plan.

4.2 If the Executive's employment shall be terminated for any reason following a Change in Control, the Company shall pay to the Executive the Executive's normal post-termination compensation and benefits as such payments become due. Such post-termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation or benefit plans, programs and arrangements as in effect immediately prior to the Date of Termination or, if more favorable to the Executive, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason.

5. Severance Payments.

5.1 If the Executive's employment is terminated following a Change in Control, other than (A) by the Company for Cause, (B) by reason of death or Disability, or (C) by the Executive without Good Reason, then the Company shall pay the Executive the amounts, and provide the Executive the benefits described in this Section 5 ("Severance Payments") in addition to any payments and benefits to which the Executive is entitled under Section 4 of this Agreement. For purposes of this Agreement, the Executive's employment shall be deemed to have been terminated by the Company following a Change in Control, without Cause or by the Executive with Good Reason, if (i) the Executive's employment is terminated by the Company without Cause prior to a Change in Control and such termination was at the request or direction of a Person who has entered into an agreement with the Company the consummation of which would constitute a Change in Control, (ii) the Executive terminates his employment for Good Reason prior to a Change in Control and the circumstance or event which constitutes Good Reason occurs at the request or direction of such Person, or (iii) the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason and such termination or the circumstance or event which constitutes Good Reason is otherwise in connection with or in anticipation of a Change in Control. For purposes of any determination regarding the applicability of the immediately preceding sentence, any position taken by the Executive shall be presumed to be correct unless the Company establishes to the Board by clear and convincing evidence that such position is not correct.

(a) In lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination and in lieu of any severance benefit otherwise payable to the Executive, the Company shall pay to the Executive a lump sum severance payment, in cash, equal to the sum of (i) three (3) times the Executive's base salary as in effect immediately prior to the Date of Termination or, if Section 15 (o)(II) is applicable as an event or circumstance constituting Good Reason, the rate in effect immediately prior to such event or circumstance, and (ii) three (3) times the annual bonus actually paid for the fiscal year ending immediately prior to the fiscal year in which occurs the Date of Termination, pursuant to any annual bonus or incentive plan maintained by the Company.

(b) For the thirty-six (36) month period immediately following the Date of Termination, the Company shall arrange to provide the Executive and his dependents medical, dental, and accidental death and disability benefits substantially similar to those provided to the Executive and his dependents immediately prior to the Date of Termination or, if more favorable to the Executive, those provided to the Executive and his dependents immediately prior to the first occurrence of an event or circumstance constituting Good Reason, at no greater cost to the Executive than the cost to the Executive immediately prior to such date or occurrence. Benefits otherwise receivable by the Executive pursuant to this Section 5.1(b) shall be reduced to the extent benefits of the same type are received by or made available to the Executive during the thirty-six (36) month period following the Date of Termination (and any such benefits received by or made available to the Executive shall be reported to the Company by the Executive); provided, however, that the Company shall reimburse the Executive for the excess, if any, of the cost of such benefits to the Executive over such cost immediately prior to the Date of Termination or, if more favorable to the Executive, the first occurrence of an event or circumstance constituting Good Reason.

(c) Notwithstanding any provision to the contrary in any plan or agreement maintained by the Company pursuant to which the Executive has been granted restricted stock, stock options or stock appreciation rights, effective on the Date of Termination, (i) all restrictions with respect to any restricted stock shall lapse, and (ii) all stock appreciation rights and stock options shall become fully vested and then canceled in exchange for a cash payment equal to the excess of the fair market value of the shares of Company stock subject to the stock appreciation right or stock option on the date of the Change in Control, over the exercise price(s) of such stock appreciation rights or stock options.

(d) In addition to the retirement benefits to which the Executive is entitled under any tax-qualified, supplemental or excess benefit pension plan maintained by the Company and any other plan or agreement entered into between the Executive and the Company which is designed to provide the Executive supplemental retirement benefits (the "Pension Plans") or any successor plan thereto, effective upon the Date of Termination, the Executive shall receive vesting credit under the Kaman Corporation Supplemental Employees Retirement Plan ("SERP") equal to five years of Continuous and Credited Service (as defined in the Kaman Corporation Employees' Pension Plan to which the SERP is supplemental).

(e) If the Executive would have become entitled to benefits under the Company's post-retirement health care plans, as in effect immediately prior to the Date of Termination or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason, had the Executive's employment terminated at any time during the period of thirty-six (36) months after the Date of Termination, the Company shall provide such post-retirement health care benefits to the Executive and the Executive's dependents commencing on the later of (i) the date on which such coverage would have first become available and (ii) the date on which benefits described in this Section 5.1 (e) terminate.

(f) The Company shall (i) either prepay all remaining premiums, or establish an irrevocable grantor trust holding an amount of assets sufficient to pay all such remaining premiums (which trust shall be required to pay such premiums), under any insurance policy maintained by the Company insuring the life of the Executive, that is in effect; and (ii) shall transfer to the Executive any and all rights and incidents of ownership in such arrangements at no cost to the Executive.

(g) The Company shall provide the Executive with reimbursement for outplacement services received by the Executive for up to Thirty Thousand Dollars ($30,000), but only until the first acceptance by the Executive of an offer of employment.

(h) The Company shall provide the Executive with his Company automobile. The book value then attributed to it by the leasing company will be considered "fringe benefit" income and that amount will be subject to tax during the calendar year in which the Date of Termination occurs.

5.2 (A) Whether or not the Executive becomes entitled to the Severance Payments, if any of the payments or benefits received or to be received by the Executive in connection with a Change in Control or the Executive's termination of employment (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any Person whose actions result in a Change in Control or any Person affiliated with the Company or such Person) (such payments or benefits, excluding the Gross-Up Payment, being hereinafter referred to as the "Total Payments") will be subject to the Excise Tax, the Company shall pay to the Executive an additional amount (the "Gross-Up Payment") such that the net amount retained by the Executive, after deduction of any Excise Tax on the Total Payments and any federal, state and local income and employment taxes and Excise Tax upon the Gross-Up Payment, shall be equal to the Total Payments.

(B) For purposes of determining whether any of the Total Payments will be subject to the Excise Tax and the amount of such Excise Tax, (i) all of the Total Payments shall be treated as "parachute payments" (within the meaning of Section 280G(b)(2) of the Code) unless, in the opinion of tax counsel ("Tax Counsel") reasonably acceptable to the Executive and selected by the accounting firm which was, immediately prior to the Change in Control, the Company's independent auditor (the "Auditor"), such payments or benefits (in whole or in part) do not constitute parachute payments, including by reason of Section 280G(b)(4)(A) of the Code, (ii) all "excess parachute payments" within the meaning of Section 280G(b)(l) of the Code shall be treated as subject to the Excise Tax unless, in the opinion of Tax Counsel, such excess parachute payments (in whole or in part) represent reasonable compensation for services actually rendered (within the meaning of Section 280G(b)(4)(B) of the Code) in excess of the Base Amount allocable to such reasonable compensation, or are otherwise not subject to the Excise Tax, and (iii) the value of any noncash benefits or any deferred payment or benefit shall be determined by the Auditor in accordance with the principles of Sections 280G(d)(3) and (4) of the Code. For purposes of determining the amount of the Gross-Up Payment, the Executive shall be deemed to pay federal income tax at the highest marginal rate of federal income taxation in the calendar year in which the Gross-Up Payment is to be made and state and local income taxes at the highest marginal rate of taxation in the state and locality of the Executive's residence on the Date of Termination (or if there is no Date of Termination, then the date on which the Gross-Up Payment is calculated for purposes of this Section 5.2), net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(C) In the event that the Excise Tax is finally determined to be less than the amount taken into account hereunder in calculating the Gross-Up Payment, the Executive shall repay to the Company, within thirty (30) days following the time that the amount of such reduction in the Excise Tax is finally determined, the portion of the Gross-Up Payment attributable to such reduction (plus that portion of the Gross-Up Payment attributable to the Excise Tax and federal, state and local income and employment taxes imposed on the Gross-Up Payment being repaid by the Executive), to the extent that such repayment results in a reduction in the Excise Tax and a dollar-for-dollar reduction in the Executive's taxable income and wages for purposes of federal, state and local income and employment taxes, plus interest on the amount of such repayment at 120% of the rate provided in Section 1274(b)(2)(B) of the Code. In the event that the Excise Tax is determined to exceed the amount taken into account hereunder in calculating the Gross-Up Payment (including by reason of any payment the existence or amount of which cannot be determined at the time of the Gross-Up Payment), the Company shall make an additional Gross-Up Payment in respect of such excess (plus any interest, penalties or additions payable by the Executive with respect to such excess) within thirty (30) days following the time that the amount of such excess is finally determined. The Executive and the Company shall each reasonably cooperate with the other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for Excise Tax with respect to the Total Payments.

5.3 The Company also shall reimburse the Executive for legal fees and expenses incurred by the Executive in disputing in good faith any issue hereunder relating to the termination of the Executive's employment or in seeking in good faith to obtain or enforce any benefit or right provided by this Agreement. Such payments shall be made within ten (10) business days after delivery of the Executive's written request for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require.

5.4 The payments provided in subsections (a) and (c) of Section 5.1 shall be made on the last day of the Executive's employment. The payments provided in Section 5.2 of this Agreement shall be made as soon as practicable following the Date of Termination, but in no event later than thirty (30) days following the Date of Termination. If payments are not made in the time frame required by this subsection, interest on the unpaid amounts will accrue at 120% of the rate provided in Section 1274(b)(2)(B) of the Code until the date such payments are actually made. At the time that payments are made under this Agreement, the Company shall provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from Tax Counsel, the Auditor or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement).

6. Termination Procedures and Compensation During Dispute.

6.1 Notice of Termination. After a Change in Control, any purported termination of the Executive's employment (other than by reason of death) shall be communicated by written Notice of Termination from one party hereto to the other party hereto in accordance with Section 9 of this Agreement. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. Further, a Notice of Termination for Cause is required to include a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board at a meeting of the Board which was called and held for the purpose of considering such termination (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that, in the good faith opinion of the Board, the Executive was guilty of conduct set forth in clause (i) or (ii) of the definition of Cause herein, and specifying the particulars thereof in detail.

6.2 Date of Termination. "Date of Termination," with respect to any purported termination of the Executive's employment after a Change in Control, shall mean (i) if the Executive's employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided that the Executive shall not have returned to the full-time performance of the Executive's duties during such thirty (30) day period), and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination (which, in the case of a termination by the Company, shall not be less than thirty (30) days (except in the case of a termination for Cause) and, in the case of a termination by the Executive, shall not be less than fifteen (15) days nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).

6.3 Dispute Concerning Termination. If within fifteen (15) days after any Notice of Termination is given, or, if later, prior to the Date of Termination (as determined without regard to this Section 6.3), the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the termination, the Date of Termination shall be extended until the date on which the dispute is finally resolved, either by mutual written agreement of the parties or by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected); provided, however, that the Date of Termination shall be extended by a notice of dispute given by the Executive only if such notice is given in good faith and the Executive pursues the resolution of such dispute with reasonable diligence.

6.4 Compensation During Dispute. If a purported termination occurs following a Change in Control and the Date of Termination is extended in accordance with Section 6.3 of this Agreement, the Company shall continue to pay the Executive the full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, salary) and continue the Executive as a participant in all compensation, benefit and insurance plans in which the Executive was participating when the notice giving rise to the dispute was given, until the Date of Termination, as determined in accordance with Section 6.3 of this Agreement. Amounts paid under this Section 6.4 are in addition to all other amounts due under this Agreement (other than those due under Section 4.1 of this Agreement) and shall not be offset against or reduce any other amounts due under this Agreement.

7. No Mitigation. The Company agrees that under this Agreement, if the Executive's employment with the Company terminates, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 5 of this Agreement or Section 6.4 of this Agreement. Further, the amount of any payment or benefit provided for in this Agreement (other than as specifically provided in Section 5.1(b) of this Agreement) shall not be reduced by any compensation earned by the Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Executive to the Company, or otherwise.

8. Successors; Binding Agreement.

8.1 In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in accordance with its terms. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive's employment for Good Reason after a Change in Control, except that, for purposes of implementing the foregoing, the date on which any such succession becomes effective shall be deemed the Date of Termination.

8.2 This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

9. Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt

requested, postage prepaid, addressed, if to the Executive, to the address inserted below the Executive's signature on the final page hereof and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

Kaman Corporation
1332 Blue Hills Ave., P.O. Box 1
Bloomfield, CT 06002
Attention: Candace A. Clark, Secretary

10. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and an authorized officer of the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or of any lack of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement supersedes any other agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof which have been made by either party. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of Connecticut. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed. The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after its expiration shall survive any such expiration.

11. Validity; Counterparts. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

12. Confidentiality. Unless required otherwise by law or government regulation, the parties will maintain the terms and conditions of this Agreement in confidence.

13. Settlement of Disputes. All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.

14. Arbitration. Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Hartford, Connecticut, in accordance with the rules of the American Arbitration Association then in effect; provided, however, that the evidentiary standards set forth in this Agreement shall apply. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Notwithstanding any provision of this Agreement to the contrary, the Executive shall be entitled to seek specific performance of the Executive's right to be paid until the Date of Termination during the pendency of any dispute or controversy arising under or in connection with this Agreement.

15. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated below:

(a) "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

(b) "Auditor" shall have the meaning set forth in Section 5.2 of this Agreement.

(c) "Base Amount" shall have the meaning set forth in Section 280G(b)(3) of the Code.

(d) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

(e) "Board" shall mean the Board of Directors of the Company.

(f) "Cause" for termination by the Company of the Executive's employment shall mean (i) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such actual or anticipated failure after the issuance of a Notice of Termination for Good Reason by the Executive pursuant to Section 6.1 of this Agreement) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, or (ii) the willful engaging by the Executive in conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise. For purposes of clauses (i) and (ii) of this definition, (x) no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Company and (y) in the event of a dispute concerning the application of this provision, no claim by the Company that Cause exists shall be given effect unless the Company establishes to the Board by clear and convincing evidence that Cause exists.

(g) The first to occur of any one of the following events shall constitute the occurrence of a "Change in Control" for purposes of this Agreement:

(I) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 35% or more of the then outstanding securities of the Company generally entitled to vote in the election of directors of the Company, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (i) of paragraph (III) below; or

(II) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date of this Agreement, constitute the Board and any new director (other than a director whose initial assumption of office is a result of an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company and whose appointment or election was not approved by at least two-thirds (2/3) of the directors of the Company in office immediately prior to any such contest) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then in office; or

(III) there is consummated a merger or consolidation of the Company with any other business entity, other than (i) a merger

or consolidation which would result in the securities of the Company generally entitled to vote in the election of directors of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into such securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding such securities under an employee benefit plan of the Company or any Subsidiary of the Company, at least 65% of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and generally entitled to vote in the election of directors of the Company or such surviving entity or any parent thereof, or (ii) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 35% or more of the then outstanding securities of the Company generally entitled to vote in the election of directors of the Company; or

(IV) (i) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity where the outstanding securities generally entitled to vote in the election of directors of the Company immediately prior to the sale continue to represent (either by remaining outstanding or by being converted into such securities of the surviving entity or any parent thereof) 65% or more of the outstanding securities of such entity generally entitled to vote in the election of directors immediately after such sale , or (ii) a disposition or divestiture by the Company or any Subsidiary of the Company to any Person of either Kaman Aerospace Corporation or Kaman Industrial Technologies Corporation, including, without intending to limit the foregoing, any such disposition or divestiture effected by (a) a sale of all or substantially all of the securities or all or substantially all of the assets of either Kaman Aerospace Corporation or Kaman Industrial Technologies Corporation, (b) the merger or consolidation of either Kaman Aerospace Corporation or Kaman Industrial Technologies Corporation with or into any Person, other than a merger or consolidation which would result in the voting securities of the merged or consolidated Subsidiary outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof) at least 65% of the securities of such Subsidiary or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation and generally entitled to vote in the election of directors of the Subsidiary or such surviving entity or parent thereof, or (c) a spin off, dividend or other distribution of all or substantially all of the securities or all or substantially all of the assets (or of the stock of a business entity owning such securities or assets) of either Kaman Aerospace Corporation or Kaman Industrial Technologies Corporation to the Company's stockholders.

Within five (5) days after a Change in Control has occurred, the Company shall deliver to the Executive a written statement memorializing the date that the Change in Control occurred.

(h) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(i) "Company" shall mean Kaman Corporation and, except in determining under Section 15(g) hereof whether or not any Change in Control of the Company has occurred, shall include any successor to its business and/or assets.

(j) "Date of Termination" shall have the meaning set forth in Section 6.2 of this Agreement.

(k) "Disability" shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive's duties with the Company for a period of six (6) consecutive months, the Company shall have given the Executive a Notice of Termination for Disability, and, within thirty (30) days after such Notice of Termination is given, the Executive shall not have returned to the full-time performance of the Executive's duties.

(l) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(m) "Excise Tax" shall mean any excise tax imposed under Section 4999 of the Code.

(n) "Executive" shall mean the individual named in the first paragraph of this Agreement.

(o) "Good Reason" for termination by the Executive of the Executive's employment shall mean the occurrence (without the Executive's express written consent) after any Change in Control, of any one of the following acts by the Company, or failures by the Company to act, unless, in the case of any act or failure to act described in paragraph (I), (V), (VI), or (VII) below, such act or failure to act is corrected prior to the Date of Termination specified in the Notice of Termination given in respect thereof:

(I) the assignment to the Executive of any duties inconsistent with the Executive's status as President and Chief Executive Officer of the Company or a substantial diminution in the nature or status of the Executive's responsibilities from those in effect immediately prior to the Change in Control;

(II) a reduction by the Company in the Executive's annual base salary as in effect on the date of this Agreement or as the same may be increased from time to time;

(III) the relocation of the Executive's principal place of employment to a location more than 50 miles from the Executive's principal place of employment immediately prior to the Change in Control or the Company's requiring the Executive to be based anywhere other than such principal place of employment (or permitted relocation thereof) except for required travel on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to the Change in Control;

(IV) the failure by the Company to pay to the Executive any portion of the Executive's current compensation, or to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within thirty (30) days of the date such compensation is due;

(V) the failure by the Company to continue in effect any compensation plan in which the Executive participates immediately prior to the Change in Control which is material to the Executive's total compensation (including, but not limited to, the Kaman Corporation Compensation Administration Plan, Kaman Corporation Cash Bonus Plan, and Kaman Corporation 1993 Stock Incentive Plan), unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount or timing of payment of benefits provided and the level of the Executive's participation relative to other participants, as existed immediately prior to the Change in Control;

(VI) the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's life insurance, health and accident, or disability plans in which the Executive was participating immediately prior to the Change in Control, the taking of any other action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of the Change in Control, or the failure by the Company to provide the Executive with the number of paid vacation days to which the Executive is entitled on the basis of years of service with the Company in accordance with the Company's normal vacation policy in effect at the time of the Change in Control, provided, however, that this paragraph shall not be construed to require the Company to provide the Executive with a defined benefit pension plan if no such plan is provided to similarly situated executive officers of the Company or its Affiliates; or

(VII) any purported termination of the Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirements of Section 6.1 of this Agreement; for purposes of this Agreement, no such purported termination shall be effective.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder.

For purposes of any determination regarding the existence of Good Reason, any claim by the Executive that Good Reason exists shall be presumed to be correct unless the Company establishes to the Board by clear and convincing evidence that Good Reason does not exist.

(p) "Gross-Up Payment" shall have the meaning set forth in Section 5.2 of this Agreement.

(q) "Notice of Termination" shall have the meaning set forth in Section 6.1 of this Agreement.

(r) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its direct or indirect Subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, (iv) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions and with substantially the same voting rights as their ownership and voting rights with respect to the Company, or (v) Charles H. Kaman or any entity created or controlled by him, provided that he possesses and exercises, in person or by proxy solicited by the Board, the right to vote all securities of the Company generally entitled to vote in the election of directors of the Company, of which he or any such entity is the Beneficial Owner.

(s) "Severance Payments" shall have the meaning set forth in Section 5.1 of this Agreement.

(t) "Subsidiary" shall mean any corporation of which the Company owns, directly or indirectly, a majority of securities entitled to vote in the election of directors.

(u) "Tax Counsel" shall have the meaning set forth in Section 5.2 of this Agreement.

(v) "Term" shall mean the period of time described in Section 2 of this Agreement.

(w) "Total Payments" shall mean those payments so described in Section 5.2 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.

Kaman Corporation

/s/ Robert M. Garneau
Name: Robert M. Garneau
Title: Executive Vice President and CFO

/s/Paul R. Kuhn

Address:

3 Bedford Court
Farmington, CT 06032

EXHIBIT 10d

February 24, 2000

By Hand Delivery

Admiral Huntington Hardisty
45 Bloomfield Ave.
Hartford, CT 06105

Dear Hunt:

This letter is to summarize our agreement regarding your decision to discontinue management responsibilities at Kaman Aerospace International. We are all very grateful that you are regaining your health and look forward to the continuing relationship between us, as described below.

1. Separation Payment. We have agreed that you will end your employment with Kaman Aerospace International Corporation on March 1, 2000 and your signature to this letter will constitute your resignation of your officer and director positions at that subsidiary. On that date, Kaman will make a lump sum payment to you in the amount of Three Hundred Seventy Thousand Dollars ($370,000). This payment will be subject to tax and any applicable employee benefit withholdings.

2. Restricted Stock Awards. As of March 1, 2000, you will have a total of Ten Thousand Six Hundred (10,600) Class A shares remaining subject to restriction pursuant to all of your restricted stock awards. As of that date, we will cause the restrictions to lapse and will deliver the share certificates to you. These shares will be valued at March 1, based on the closing price of the stock on that date, and the total value will be added to your taxable income for 2000.

3. Consultant's Agreement. Effective March 2, 2000, Kaman Aerospace Corporation will retain you as a consultant for a term of two (2) years at a per diem rate of One Thousand Dollars ($1,000) for each day that services are provided under the agreement. You will be guaranteed payment for a minimum of one hundred (100) days per year during the term of the agreement. This arrangement will be memorialized in a mutually satisfactory agreement that Kaman Aerospace will prepare.

4. Board of Directors, Kaman Corporation. We appreciate that you have agreed to continue serving as a member of the Board of Directors of the Corporation, subject of course to necessary shareholder approvals.

5. Employee Benefit Matters. We will be in contact with you regarding any other matters that are customarily associated with separation from employment, including confirmation of your account balance under the Corporation's Deferred Compensation Plan (in your case, the supplemental deferred compensation contributions that have been made by the Corporation) and information regarding the form of distribution that you have already chosen.

If the foregoing accurately reflects your understanding of our agreement, please sign and date this letter in the space provided. When fully signed, this letter will constitute our entire agreement regarding this matter. As additional consideration for the payments described in paragraphs 1 and 2, this letter and your signature to the attached General Release and Agreement will also constitute your general release of Kaman from any matters other than those described here.

Hunt, it has been a privilege to work with you and we will appreciate your continuing advice and counsel as we move forward.

Sincerely,

/s/Paul R. Kuhn

Accepted and Agreed this 24th
day of February, 20000.

/s/ Huntington Hardisty

GENERAL RELEASE AND AGREEMENT

"Company":	Kaman Aerospace International Corporation
Consideration :	Separation Payments as per attached letter dated February 24, 2000
Date of Termination:	March 1, 2000

In consideration of the above I hereby release the Company, its affiliated companies, and its and their officers and employees, from any and all matters or claims relating to or which could arise from my employment or my separation from employment, whether in contract, express or implied, or in tort, including but not limited to, any claims of tortious or wrongful discharge from employment, and also including but not limited to, specifically any claims under Title VII of the Civil Rights Acts as amended, 42 U.S.C. Section 1981-86 and Section 2000e et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq., the Americans With Disabilities Act, the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621 et seq. This release of all claims specifically includes any and all claims for attorney's fees.

The Company has advised and hereby advises me to consult with an attorney prior to executing this agreement. I have been given a period of twenty-one (21) days to consider this agreement, and I have the right to accept the agreement at any time within that twenty-one (21) day period. I have the right to revoke this agreement for a period of seven (7) days following my execution of this agreement, and this agreement shall not become effective or enforceable until the execution of that seven day period. The Company shall not be obligated to pay me the consideration set forth above until after the expiration of the seven (7) day revocation period.

This release is not a release of any retirement or other benefits for which I may be otherwise eligible under the written Kaman Corporation Thrift and Retirement Plan or the Kaman Corporation Employees Pension Plans, and this release does not waive any rights or claims which may arise in the future.

I represent and warrant that I have suffered no work-related injury during my employment with the Company and have no intention of filing a claim for worker's compensation benefits arising from any incident occurring during my employment with the Company.

I agree to keep in confidence and not use or disclose to any other person or entity any company confidential information, including but not limited to customer lists, pricing information, and company know-how and methods of doing business

I acknowledge that I am entering into this release freely and voluntarily. I further acknowledge that I have not been coerced in any way. I agree that the consideration offered above is something to which I would not otherwise be entitled.

/s/ Huntington Hardisty

Subscribed and sworn to this
24th day of February, 2000
before me.

/s/ Kristine L. Bickford
Commissioner/ Notary Public
My Commission Expires: 12/31/2001

EXHIBIT 11
KAMAN CORPORATION AND SUBSIDIARIES
EARNINGS PER COMMON SHARE COMPUTATION

The computations and information required to be furnished in this Exhibit appear in the Corporation's Annual Report to Shareholders, which is filed herein as Exhibit 13 to this report, and is incorporated herein by reference.

EXHIBIT 13, PORTIONS OF THE CORPORATION'S ANNUAL REPORT TO SHAREHOLDERS

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

On August 2, 1999, Paul R. Kuhn joined Kaman Corporation as President, Chief Executive Officer, and a member of the Board of Directors. Prior to that, Mr. Kuhn was senior vice president of the aerospace engine business for Coltec Industries, Inc. which has merged with BF Goodrich. Mr. Charles H. Kaman, founder of Kaman Corporation, will continue in his role as Chairman of the Board.

Consolidated revenues were $984.2 million for 1999 compared to $1 billion in 1998. Results for 1999 reflect the Aerospace segment's ongoing performance of SH-2G contracts with the governments of Australia and New Zealand, offset by lower revenues in the aerospace structures and components business and in the K-MAX(R) helicopter program. Results for 1998 reflected increased revenue in the Aerospace segment primarily due to the aforementioned SH-2G contracts.

Aerospace segment net sales decreased 2.9% in 1999 compared to increases of almost 33% in 1998 and 28% in 1997. The Aerospace segment's principal programs include the SH-2G multi-mission naval helicopter, the K-MAX repetitive lift helicopter, subcontract work involving aerospace structures, and the manufacture of components such as self-lubricating bearings and driveline couplings for aircraft applications.

The SH-2G helicopter program generally involves retrofit of the corporation's SH-2F helicopters, previously manufactured for the U.S. Navy (and currently in desert storage) to the SH-2G configuration. The corporation is currently performing this work under commercial contracts with the governments of Australia and New Zealand. The program for Australia involves eleven (11) helicopters (incorporating a new cockpit and new weapons and sensors) with support, including a support services facility, for the Royal Australian Navy. The total contract has an anticipated value of about $675 million (US). The helicopter production portion of the work is valued at $557 million, and 53% of that amount has now been recorded as revenue. The program for New Zealand involves five (5) aircraft, and support, for New Zealand defense forces. The contract has an anticipated value of $175.4 million (US), of which 55% has now been recorded as revenue. Work is proceeding on both programs; deliveries to New Zealand are scheduled to begin in late 2000 while deliveries to Australia are scheduled to begin in early 2001. The segment is actively monitoring the work of its major subcontractors and in certain cases (specifically, Litton Guidance and Control Systems which is responsible for a variety of integration software) has established a resident manager at the subcontractor site.

The corporation continues to provide on-site support in the Republic of Egypt for ten (10) SH-2G helicopters that were delivered in 1998 under that country's foreign military sale agreement with the U.S. Navy.

The corporation continues efforts to build and further enhance familiarization with the SH-2's capabilities among various foreign governments. This market is highly competitive and is also influenced by economic and political conditions. The corporation continues to pursue this business, including possible further orders from current customers.

The SH-2 is an aircraft that was originally manufactured for the U.S. Navy. This is no longer done; however, the U.S. Naval Reserve maintains twelve (12) SH-2G aircraft active in its fleet. While these aircraft remain in service, the corporation will continue providing logistics and spare parts support for the aircraft. The corporation has made an agreement with the appropriate federal agencies to take a consignment of the U.S. Navy's inventory of SH-2 spare parts; the initial agreement has been extended beyond the scheduled September 1999 expiration date in the expectation that the parties will eventually reach agreement on a longer term arrangement. The overall objective is for the corporation to provide further support of U.S. Naval Reserve requirements while having the ability to utilize certain inventory for support of the corporation's other SH-2 programs.

The corporation's K-MAX medium to heavy lift "aerial truck" helicopter program continues to experience market difficulties, due in significant part to conditions in the U.S. and Canadian commercial logging industries, the aircraft's "launch" application and principal market to date. During the past two years, substantial weakness in the logging industry has adversely affected certain current customers as well as potential customers and curtailed sales of the aircraft. The corporation's commercial sales efforts have been refocused on further development of markets for the aircraft's other applications, which include oil and gas exploration, power line and other utility construction, fire fighting, and movement of equipment. These efforts are ongoing; however, successful sales development in these markets as well as profitability for the entire program will take some time to achieve.

The Aerospace segment also performs subcontract work for certain aerospace manufacturing programs and manufactures various components, including self-lubricating bearings for use principally in aircraft. During 1999, the segment experienced some softness in these businesses due to a slowdown of growth trends in the commercial aviation industry and the efforts of major manufacturers, particularly Boeing (which is a long-standing and important customer of the segment) to increase efficiency within their own operations by implementing new inventory and procurement practices.

In this environment, the Aerospace segment is working to enhance operating efficiency and reduce costs by implementing "lean thinking" strategies throughout the organization.

Industrial Distribution net sales decreased 1.9% for 1999, compared to increases of 5% in 1998 and 7% in 1997. During 1999, the Industrial Distribution business, which serves nearly every sector of U.S. industry, continued to experience pressure on operating margins due to the depressed market for a number of key industries, principally mining, primary metals, paper and chemicals, where low capacity utilization adversely affected demand for products distributed by the segment. Additionally, while the industrial distribution business has traditionally been very competitive, increasing consolidation in the industry has resulted in even more intense competition. To address these conditions and bolster its competitive position, the segment undertook several initiatives in December of 1999, including a reorganization of its sales, marketing and field management structure, a consolidation of certain branch locations and closure of others and an extensive program to remove obsolete or excess inventory to the ongoing organization. Management believes that these steps will provide a better opportunity to become more efficient, more responsive to customers, and better focused on the products that its customers are seeking as they look for ways to improve their own businesses.

Music Distribution net sales were down by 1.2% for 1999, 10% for 1998 and 13% for 1997. During 1999, the domestic market remained stable; however, the segment continued to be affected by weakness in international markets.

With regard to 1997 results, the corporation sold its Scientific Services segment (consisting of Kaman Sciences Corporation) to ITT Industries, Inc. on December 30, 1997 for $135 million in cash. There was a pre-tax gain on the sale of approximately $90 million, which is not included in the operating profits for the Scientific Services segment. In the third quarter of 1998, the corporation received an additional $5.4 million in cash, determined in accordance with the Stock Purchase Agreement for the sale. The segment's net sales for 1997 increased 16% to approximately $145 million. In addition, during 1997, the Music Distribution segment sold its amplifier manufacturing operation located in Great Britain; a pre-tax loss of $10.4 million was taken on the transaction which was not included in the operating profit figure for the Distribution segment for 1997. During that year, a charge was taken to cover costs associated with receivable and inventory carrying values and steps taken to make the music operation more efficient.

For 1999, all the segments' total operating profit was down 21.8% compared to 1998, due primarily to the pre-tax charge described below associated with the Industrial Distribution segment. Operating profit for the Aerospace segment increased 1.7% for 1999, primarily due to its SH-2G helicopter programs and the aircraft structures and components business. This performance was offset by losses in the K-MAX program which continued to require investment for technical work and market development and by continuing difficulties in the segment's electromagnetics business in developing new markets for niche market products (this operation was merged with Kaman Aerospace Corporation during 1999). Also included in operating profit for 1999 was a second quarter reversal of a reserve in the amount of $2.5 million that had been established in 1994 associated with Raymond Engineering, now part of Kaman Aerospace. Operating profit for the Industrial Distribution segment was down 84.3% for 1999, primarily due to a pre-tax charge of $12.4 million taken in December; approximately $4.1 million of the charge represented costs associated with the reorganization of operations and the closure of branches and other facilities while approximately $8.3 million represented a write-off of inventory that was determined to be excess or obsolete to the ongoing business. Approximately $1.3 million of the reorganization charge relates to severance costs for approximately 65 branch operations and regional management employees that the segment plans to separate from service in 2000; the balance relates to costs to close ten branches and three other facilities in 2000. Operating profit for the Industrial Distribution segment was also adversely affected by weakness in certain customer industries which lowered demand for the segment's offerings. Operating profit for the Music Distribution segment was up 5.9% for 1999 primarily due to the domestic market, which is the larger market for this business.

Net earnings for 1999 were $25.1 million compared to $30.0 million in 1998. Net earnings per common share for 1999 were $1.05 on a diluted basis compared to $1.23 for 1998. Net earnings for 1999 were negatively impacted by 32 cents per share due to the charge in the Industrial Distribution segment, and positively impacted by 6 cents per share, due to the reserve reversal in the Aerospace segment, both of which are described in the previous paragraph. Excluding these adjustments, net earnings per common share increased to $1.31 on a diluted basis compared to $1.23 in 1998.

The segments' total operating profit for 1998 increased by almost 6% compared to 1997 (including the Scientific Services segment in 1997). Operating profit for the Aerospace segment increased 38% for 1998 compared to the prior year, primarily due to the SH-2G program and demand for its specialty bearings, offset to some degree by costs associated with the K-MAX program and difficulties experienced by the electromagnetics business in

developing new markets for niche market products and transitioning from defense to commercial business. Operating profit for the Industrial Distribution segment decreased 7% for 1998 compared to 1997, due primarily to the effects of the economic difficulties in Asia upon certain of the segment's customers. Operating profit for the Music Distribution segment was up substantially in 1998 compared to the prior year, due primarily to the loss resulting from charges taken in this segment during 1997.

Net earnings for 1998 were $30.0 million compared to $70.5 million in 1997. Results for 1997 include a post-tax gain of approximately $53.5 million on the sale of the Scientific Services segment and a post-tax loss of $6.1 million on the sale of the Music Distribution segment's European amplifier manufacturing business. Net earnings per common share basic in 1998 were $1.28 ($1.23 per common share diluted) compared to $3.53 per common share basic ($2.86 per common share diluted) in 1997. The sale of the Scientific Services segment resulted in a post-tax gain of approximately $2.80 per common share basic in 1997 while the sale of the amplifier business in the Music Distribution segment resulted in a post-tax loss of 32 cents per common share basic in 1997.

For the year ended December 31, 1999, interest income earned from investment of surplus cash more than offset interest expense. For 1998, interest expense decreased almost 68% compared to 1997, primarily due to the application of a substantial portion of advance payments received from the governments of Australia and New Zealand and a portion of the proceeds from the sale of the Scientific Services segment to pay down bank debt.

The consolidated effective income tax rate was 38.1% for 1999, 40.4% for 1998, and 41.4% for 1997.

The corporation did not experience any adverse impact upon its business operations with the arrival of the year 2000. However, the program managers from each of the operating subsidiaries as well as the oversight committee at corporate headquarters (both groups being part of the compliance program described in the corporation's reports during 1999) will continue to monitor this item for several months.

LIQUIDITY AND CAPITAL RESOURCES

The corporation's cash flow from operations has generally been sufficient to finance a significant portion of its working capital and other capital requirements.

For calendar year 1999, operating activities provided cash in the amount of $42.5 million. In the Aerospace segment this is primarily a result of earnings from operations together with the receipt of additional payments on accounts receivable, offset to some extent by growth in K-MAX inventories, payments on accounts payable, and ongoing reductions in the advances on the SH-2G contracts. In the Industrial Distribution segment, this result largely reflects reductions in inventories. For 1999, cash used in investing activities was primarily for the acquisition of machinery and computer equipment used in manufacturing and distribution. In addition, cash used by financing activities was primarily attributable to the payment of dividends to common shareholders and repurchase of Class A common stock pursuant to a repurchase program for use in connection with administration of the corporation's stock plans and general corporate purposes.

The corporation had approximately $73.3 million in surplus cash at December 31, 1999 with an average balance of $77.8 million for the year. These funds have been invested in high quality, short-term instruments.

For calendar year 1998, operating activities used cash, principally due to increases in accounts receivable and inventories in the Aerospace segment and payment of taxes due on the Kaman Sciences transaction, offset by increases in accounts payable in the Aerospace segment. During the year, cash used in investing activities was for items such as acquisition of machinery and computer equipment used in manufacturing and distribution, while cash provided by investing activities consisted principally of a post-closing adjustment to the purchase price of the Scientific Services segment. Cash used by financing activities was primarily attributable to the repayment of debt, the payment of dividends to common shareholders, and repurchase of Class A common stock pursuant to a repurchase program for use in connection with administration of the corporation's stock plans and general corporate purposes.

At December 31, 1999, the corporation had $28.2 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.

For borrowing purposes, the corporation maintains a revolving credit agreement involving a group of domestic and foreign banks. This facility provides a maximum unsecured line of credit of $250 million. The agreement has a term of five years ending in January 2001, and contains various covenants, including debt to capitalization, consolidated net worth requirements, and limitations on other loan indebtedness that the corporation may incur. Under the revolving credit agreement, the corporation has the ability to borrow funds on both a short-term and long-term basis. As of December 31, 1999, the corporation had no outstanding borrowings under this agreement. In due course, the corporation will plan to replace the expiring agreement with another arrangement that meets its financing requirements.

Letters of credit are generally considered borrowings for purposes of the revolving credit agreement. The governments of Australia and New Zealand made advance payments of $104.3 million in connection with their SH-2G contracts in 1997 and those payments were fully secured by the corporation through the issuance of irrevocable letters of credit. At present, the face amount of these letters of credit has been reduced to $47.2 million in accordance with the terms of the relevant contracts. Further reductions are anticipated as certain contract milestones are achieved.

For 1999, average bank borrowings were $3.3 million, compared to $3.3 million for 1998, and $84.8 million for 1997. Substantially all of the advance payments from the SH-2G contracts and certain of the proceeds from the sale of the Scientific Services segment were used to pay down bank debt in 1997.

As of December 23, 1997, 95,106 shares of the corporation's Series 2 preferred stock were converted to Class A common stock pursuant to a call for partial redemption issued on November 20, 1997. During the first quarter of 1998, pursuant to another redemption call, the corporation completed the process of converting virtually all of its Series 2 preferred stock to Class A common stock with an immaterial number of Series 2 preferred shares being redeemed by the corporation and settled in cash.

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 capital requirements for the foreseeable future.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

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, specialty self-lubricating bearings and couplings, the industrial and music distribution businesses, 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 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) the timing, degree and scope of market acceptance for products such as a repetitive lift helicopter; 6) U.S. industrial production levels; 7) achievement and continuation of Year 2000 compliance by the corporation, its customers, suppliers, and service providers, including various federal, state and foreign governments and agencies thereof; 8) currency exchange rates, taxes, laws and regulations, inflation rates, general business conditions and other factors. Any forward-looking information should be considered with these factors in mind.

(In thousands except per share amounts)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total Year
NET SALES:					
1999	$249,433	$246,300	$242,016	$244,711	$ 982,460
1998	238,780	247,106	249,184	269,471	1,004,541
GROSS PROFIT:					
1999	$ 64,719	$ 63,651	$ 62,933	$ 55,175	$ 246,478
1998	63,073	65,179	64,310	70,260	262,822
NET EARNINGS:					
1999	$ 7,273	$ 8,031	$ 8,197	$ 1,572	$ 25,073
1998	6,976	7,617	7,600	7,815	30,008
PER COMMON SHARE - BASIC:					
1999	$ .31	$ .34	$ .35	$ .07	$ 1.07
1998	.31	.32	.32	.33	1.28
PER COMMON SHARE - DILUTED:					
1999	$ .30	$ .33	$ .34	$ .07	$ 1.05
1998	.29	.31	.31	.32	1.23

The quarterly per common share-diluted amounts for 1999 do not equal the "Total Year" figure due to the calculation being anti-dilutive in the fourth quarter.

CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

December 31	1999	1998
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 76,249	$ 65,130
Accounts receivable	156,173	213,128
Inventories	199,731	207,897
Deferred income taxes	21,100	20,900
Other current assets	6,858	9,449
Total current assets	460,111	516,504
PROPERTY, PLANT AND EQUIPMENT, NET	64,332	65,773
OTHER ASSETS	9,760	4,953
	$ 534,203	$ 587,230
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Notes payable	$ 2,854	$ 3,141
Current portion of long-term debt	1,660	1,660
Accounts payable - trade	48,760	51,571
Accrued salaries and wages	9,778	9,696
Accrued vacations	6,069	6,464
Advances on contracts	50,243	101,376
Other accruals and payables	45,073	49,138
Income taxes payable	3,937	5,929
Total current liabilities	168,374	228,975
DEFERRED CREDITS	22,906	20,555
LONG-TERM DEBT, EXCLUDING CURRENT PORTION	26,546	28,206

CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

December 31	1999	1998
SHAREHOLDERS' EQUITY:		
Capital stock, $1 par value per share:		
Preferred stock, authorized 700,000 shares:		
Series 2 preferred stock, 61/2% cumulative convertible, authorized 500,000 shares, none outstanding	--	--
Common stock:		
Class A, authorized 48,500,000 shares, nonvoting; $.10 per common share dividend preference; issued 23,066,260 shares in 1999 and 1998	23,066	23,066
Class B, authorized 1,500,000 shares, voting; issued 667,814 shares in 1999 and 1998	668	668
Additional paid-in capital	78,422	78,899
Retained earnings	224,702	209,920
Unamortized restricted stock awards	(1,944)	(1,500)
Accumulated other comprehensive income (loss)	(625)	(774)
	324,289	310,279
Less 608,858 shares and 51,171 shares of Class A common stock in 1999 and 1998, respectively, held in treasury, at cost	(7,912)	(785)
Total shareholders' equity	316,377	309,494
	$ 534,203	$ 587,230

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF OPERATIONS
(IN THOUSANDS EXCEPT PER SHARE AMOUNTS)

Year ended December 31	1999	1998	1997
REVENUES:			
Net sales	$982,460	$1,004,541	$1,043,365
Other	1,773	1,465	1,450
	984,233	1,006,006	1,044,815
COSTS AND EXPENSES:			
Cost of sales*	735,982	741,719	787,971
Selling, general & administrative expense	204,172	212,724	208,763
Restructuring costs	4,132	--	--
Net gain on sale of businesses	--	--	(80,351)
Interest expense (income), net	(1,614)	(353)	7,894
Other expense	1,088	1,558	234
	943,760	955,648	924,511
EARNINGS BEFORE INCOME TAXES	40,473	50,358	120,304
INCOME TAXES	15,400	20,350	49,800
NET EARNINGS	$ 25,073	$ 30,008	$ 70,504
PREFERRED STOCK DIVIDEND REQUIREMENT	$ --	$ --	$ (3,716)
EARNINGS APPLICABLE TO COMMON STOCK	$ 25,073	$ 30,008	$ 66,788
PER SHARE:			
Net earnings per common share:			
Basic	$ 1.07	$ 1.28	$ 3.53
Diluted	1.05	1.23	2.86
Dividends declared:			
Series 2 preferred stock	--	--	13.00
Common stock	.44	.44	.44

*Cost of sales for 1999 includes the write-off of inventory of $8,250 associated with the charge taken in the Industrial Distribution segment.

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(IN THOUSANDS EXCEPT SHARE AMOUNTS)

Year ended December 31	1999	1998	1997
SERIES 2 PREFERRED STOCK:			
Balance - beginning of year	$ --	$ 37,691	$ 57,167
Shares converted	--	(37,691)	(19,451)
Shares redeemed	--	--	(25)
Balance - end of year	--	--	37,691
CLASS A COMMON STOCK:			
Balance - beginning of year	23,066	19,936	18,075
Shares issued upon conversion	--	3,000	1,548
Shares issued - other	--	130	313
Balance - end of year	23,066	23,066	19,936
CLASS B COMMON STOCK	668	668	668
ADDITIONAL PAID-IN CAPITAL:			
Balance - beginning of year	78,899	42,876	21,696
Conversion of Series 2 preferred stock	--	34,691	17,903
Employee stock plans	(463)	318	2,506
Restricted stock awards	(14)	1,014	771
Balance - end of year	78,422	78,899	42,876
RETAINED EARNINGS:			
Balance - beginning of year	209,920	190,336	132,058
Net earnings	25,073	30,008	70,504
Dividends declared:			
Preferred stock	--	--	(3,716)
Common stock	(10,291)	(10,424)	(8,510)
Balance - end of year	224,702	209,920	190,336
UNAMORTIZED RESTRICTED STOCK AWARDS:			
Balance - beginning of year	(1,500)	(1,147)	(818)
Stock awards issued	(1,288)	(949)	(804)
Amortization of stock awards	844	596	475
Balance - end of year	(1,944)	(1,500)	(1,147)
ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS):			
Balance - beginning of year	(774)	(320)	(612)
Foreign currency translation adjustment*	149	(220)	(157)
Reclassification adjustment	--	(234)	449
Balance - end of year	(625)	(774)	(320)

CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
(IN THOUSANDS EXCEPT SHARE AMOUNTS)

Year ended December 31	1999	1998	1997
TREASURY STOCK:			
Balance - beginning of year	(785)	(30)	(104)
Shares acquired in 1999 - 802,721; 1998 - 131,462; 1997 - 259	(10,596)	(2,212)	(5)
Shares reissued under various stock plans	3,469	1,457	79
Balance - end of year	(7,912)	(785)	(30)
TOTAL SHAREHOLDERS' EQUITY	$ 316,377	$ 309,494	$ 290,010

*Comprehensive income is $25,222, $29,788 and $70,347 for 1999, 1998, and 1997, respectively.

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(IN THOUSANDS EXCEPT SHARE AMOUNTS)

Year ended December 31	1999	1998	1997
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net earnings	$ 25,073	$ 30,008	$ 70,504
Adjustments to reconcile net earnings to cash provided by(used in)operating activities:			
Depreciation and amortization	11,998	11,068	12,223
Net gain on sale of businesses	--	--	(80,351)
Restructuring costs	4,132	--	--
Deferred income taxes	(800)	200	3,718
Other, net	3,690	2,805	673
Changes in current assets and liabilities, net of effects of businesses sold:			
Accounts receivable	52,077	(21,974)	(30,321)
Inventories*	8,166	(8,412)	6,241
Other current assets	2,591	768	(7,218)
Accounts payable - trade	(2,811)	6,307	(13,720)
Advances on contracts	(51,133)	(3,347)	104,723
Accrued expenses and payables	(8,449)	(3,054)	(8,555)
Income taxes payable	(1,992)	(30,799)	37,591
Cash provided by (used in) operating activities	42,542	(16,430)	95,508
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from sale of businesses and other assets	538	5,642	139,580
Expenditures for property, plant & equipment	(10,964)	(19,184)	(13,690)
Other, net	194	(478)	559
Cash provided by (used in) investing activities	(10,232)	(14,020)	126,449
CASH FLOWS FROM FINANCING ACTIVITIES:			
Changes in notes payable	(287)	(2,406)	(55,290)
Changes in current portion of long-term debt	--	--	(250)
Reduction of long-term debt	(1,660)	(1,661)	(52,564)
Proceeds from exercise of employee stock plans	1,704	1,970	2,907
Purchases of treasury stock	(10,596)	(2,212)	(5)
Dividends paid - Series 2 preferred stock	--	--	(3,716)
Dividends paid - common stock	(10,352)	(10,085)	(8,510)
Cash provided by (used in) financing activities	(21,191)	(14,394)	(117,428)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	11,119	(44,844)	104,529
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	65,130	109,974	5,445
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 76,249	$ 65,130	$109,974

SUPPLEMENTAL DISCLOSURE OF NON-CASH FINANCING ACTIVITIES:
During 1998 and 1997, holders of the corporation's Series 2 preferred stock converted 188,456 and 97,254 shares into 3,000,174 and 1,548,242 shares of Class A common stock, respectively.

*The change in inventories for 1999 includes the write-off of inventory of $8,250 associated with the charge taken in the Industrial Distribution segment.

See accompanying notes to consolidated financial statements.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation - The accompanying consolidated financial statements include the accounts of the parent corporation and its subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles 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. Actual results could differ from those estimates.

Cash and Cash Equivalents - Surplus funds are invested in cash equivalents which consist of highly liquid investments with original maturities of three months or less.

Long-Term Contracts - Revenue Recognition - Sales and estimated profits under long-term contracts are principally recognized on the percentage-of-completion method of accounting. This method uses the 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. Sales and estimated profits on other contracts are recorded as products are shipped or services are performed. 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.

Property, Plant and Equipment - Depreciation of property, plant and equipment is computed primarily on a straight-line basis over the estimated useful lives of the assets. At the time of retirement or disposal, the acquisition cost of the asset and related accumulated depreciation are eliminated and any gain or loss is credited or charged against income.

Maintenance and repair items are charged against income as incurred, whereas renewals and betterments are capitalized and depreciated.

Research and Development - Research and development costs not specifically covered by contracts are charged against income as incurred. Such costs amounted to $4,877 in 1999, $8,534 in 1998 and $6,889 in 1997.

Income Taxes - Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases using enacted tax rates expected to apply in the years in which temporary differences are expected to be recovered or settled.

RESTRUCTURING COSTS

The corporation's Industrial Distribution segment has undertaken initiatives to streamline its operational structure and increase efficiency. As a result, the segment took a pre-tax charge of $12,382 ($7,670 after taxes or $.32 per share diluted) in the fourth quarter of 1999. The costs associated with the reorganization of operations, consolidation of branches and the closure of other facilities totaled $4,132. The write-off of inventory that was considered obsolete or excess to the ongoing organization totaled $8,250 and is included in cost of sales.

Of the total restructuring charge, approximately $1,300 relates to severance costs for approximately 65 branch operations and regional management employees that the segment expects to separate from service in 2000. The remaining balance of the restructuring charge relates to costs to close down 10 branches and three other facilities in 2000. As of December 31, 1999, no significant restructuring costs were paid.

SALE OF BUSINESSES

On December 30, 1997, the corporation sold Kaman Sciences Corporation (a wholly owned subsidiary) for $135,000 in cash. The sale resulted in a pre-tax gain of $90,751. Certain proceeds from the sale were used to reduce borrowings under the revolving credit agreement with the balance invested in cash equivalents. In the third quarter of 1998, the corporation received an additional $5,400 in cash determined in accordance with the Stock Purchase Agreement for the sale. Kaman Sciences Corporation, an information technology and services operation, contributed $145,000 to 1997 sales.

On June 27, 1997, the corporation sold Trace Elliot Limited (a wholly owned subsidiary) to a Trace Elliot management group. As a result of the sale, the corporation recorded a pre-tax charge of $10,400. Trace Elliot, Kaman Music's amplifier manufacturing business in Great Britain, contributed $4,200 to sales for the first six months of 1997.

ACCOUNTS RECEIVABLE
Accounts receivable consist of the following:

December 31	1999	1998
Trade receivables, net of allowance for doubtful accounts of $4,519 in 1999, $4,047 in 1998	$ 75,377	$ 79,215
U.S. Government contracts:		
Billed	9,938	20,011
Recoverable costs and accrued profit - not billed	24,611	30,181
Commercial and other government contracts:		
Billed	20,419	48,914
Recoverable costs and accrued profit - not billed	25,828	34,807
Total	$156,173	$213,128

Recoverable costs and accrued profit-not billed represent costs incurred on contracts which will become billable upon future deliveries, achievement of specific contract milestones or completion of engineering and service type contracts. Management estimates that approximately $6,650 of such costs and accrued profits at December 31, 1999 will be collected after one year.

INVENTORIES
Inventories are comprised as follows:

December 31	1999	1998
Merchandise for resale	$ 89,184	$108,833
Contracts in process:		
U.S. Government	4,951	4,035
Commercial	7,844	12,168
Other work in process (including certain general stock materials)	39,192	45,001
Finished goods	58,560	37,860
Total	$199,731	$207,897

Included above in other work in process and finished goods at December 31, 1999 and 1998 is K-MAX inventory of $87,384 and $73,249, respectively.

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

The aggregate amounts of general and administrative costs allocated to contracts in process during 1999, 1998 and 1997 were $49,752, $55,178 and $57,474, respectively.

The estimated amounts of general and administrative costs remaining in contracts in process at December 31, 1999 and 1998 amount to $1,138 and $2,003, respectively, and are based on the ratio of such allocated costs to total costs incurred.

PROPERTY, PLANT AND EQUIPMENT, NET

Property, plant and equipment are recorded at cost and summarized as follows:

December 31	1999	1998
Land	$ 6,212	$ 6,310
Buildings	34,640	34,612
Leasehold improvements	13,605	12,725
Machinery, office furniture and equipment	112,297	114,140
Total	166,754	167,787
Less accumulated depreciation and amortization	102,422	102,014
Property, plant and equipment, net	$ 64,332	$ 65,773

CREDIT ARRANGEMENTS - SHORT-TERM BORROWINGS AND LONG-TERM DEBT

Revolving Credit Agreement - The corporation maintains a revolving credit agreement involving several domestic and foreign lenders. The agreement, which expires in January 2001, provides for an aggregate maximum commitment of $250,000 with interest payable at various market rates. The agreement was amended in 1997 to specifically address the issuance of irrevocable letters of credit which are treated in the same manner as borrowings under the agreement. In due course, the corporation will plan to replace the expiring agreement with another arrangement that meets its financing requirements.

Short-Term Borrowings - Under its revolving credit agreement, the corporation has the ability to borrow funds on both a short-term and long-term basis. The corporation also has arrangements with other banks, generally to borrow funds on a short-term basis with interest at current market rates.

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

Short-term borrowings outstanding are as follows:

December 31	1999	1998
Revolving credit agreement	$ --	$ --
Other credit arrangements	2,854	3,141
Total	$2,854	$3,141

Long-Term Debt - The corporation has long-term debt as follows:

December 31	1999	1998
Revolving credit agreement	$ --	$ --
Convertible subordinated debentures	28,206	29,866
Total	28,206	29,866
Less current portion	1,660	1,660
Total excluding current portion	$26,546	$28,206

Restrictive Covenants - The most restrictive of the covenants contained in the revolving credit agreement requires the corporation to have operating income, as defined, at least equal to 275% of interest expense; consolidated total indebtedness to total capitalization of not more than 55%; and consolidated net worth at least equal to $200,000.

Certain Letters of Credit - The face amounts of irrevocable letters of credit issued under the corporation's revolving credit agreement totaled $47,208 and $53,944 at December 31, 1999 and 1998, respectively.

Convertible Subordinated Debentures - The corporation issued its 6% convertible subordinated debentures during 1987. The debentures are convertible into shares of the Class A common stock of Kaman Corporation at any time on or before March 15, 2012 at a conversion

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

price of $23.36 per share at the option of the holder unless previously redeemed by the corporation. Pursuant to a sinking fund requirement that began March 15, 1997, the corporation redeems $1,660 of the outstanding principal amount of the debentures annually. The debentures are subordinated to the claims of senior debt holders and general creditors. These debentures have a fair value of $27,360 at December 31, 1999 based upon current market prices.

Long-Term Debt Annual Maturities - The aggregate amounts of annual maturities of long-term debt for each of the next five years is $1,660.

Interest Payments - Cash payments for interest were $2,426, $2,565 and $8,695 for 1999, 1998 and 1997, respectively.

ADVANCES ON CONTRACTS

Advances on contracts include customer advances together with customer payments and billings associated with the achievement of certain contract milestones in excess of costs incurred for SH-2G helicopter contracts. Virtually all of the customer advances continue to be secured by letters of credit. It is anticipated that the face amounts of these letters of credit will be further reduced as various contract milestones are achieved.

INCOME TAXES

The components of income taxes are as follows:

	1999	1998	1997
Current:			
Federal	$ 13,824	$ 15,650	$ 36,532
State	2,376	4,500	9,550
	16,200	20,150	46,082
Deferred:			
Federal	(650)	150	2,968
State	(150)	50	750
	(800)	200	3,718
Total	$ 15,400	$ 20,350	$ 49,800

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

The components of the deferred tax assets and deferred tax liabilities are presented below:

December 31	1999	1998
Deferred tax assets:		
Long-term contracts	$ 1,474	$ 1,756
Deferred employee benefits	14,309	15,961
Inventory	4,619	1,529
Accrued liabilities and other items	7,698	7,879
Total deferred tax assets	28,100	27,125
Deferred tax liabilities:		
Depreciation and amortization	(7,834)	(7,730)
Other items	(3,766)	(3,695)
Total deferred tax liabilities	(11,600)	(11,425)
Net deferred tax asset	$ 16,500	$ 15,700

No valuation allowance has been recorded because the corporation believes that these deferred tax assets will, more likely than not, be realized. This determination is based largely upon the corporation's historical earnings trend as well as its ability to carryback reversing items within two years to offset taxes paid. In addition, the corporation has the ability to offset deferred tax assets against deferred tax liabilities created for such items as depreciation and amortization.

The provisions for federal income taxes approximate the amounts computed by applying the U.S. federal income tax rate to earnings before income taxes after giving effect to state income taxes. In 1999, the consolidated effective tax rate was lower due to the reversal of prior years' tax accruals of $1,250. Cash payments for income taxes were $18,204, $51,590 and $8,623 in 1999, 1998 and 1997, respectively.

PENSION PLAN

The corporation has a non-contributory defined benefit pension plan covering all of its full-time employees. Benefits under this plan are generally based upon an employee's years of service and

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

compensation levels during employment with an offset provision for social security benefits. It is the corporation's policy to fund pension costs accrued. Plan assets are invested in a diversified portfolio consisting of equity and fixed income securities (including $9,818 of Class A common stock of Kaman Corporation at December 31, 1999).

The pension plan costs were computed using the projected unit credit actuarial cost method and include the following components:

	1999	1998	1997
Service cost for benefits earned during the year	$ 9,837	$ 8,794	$ 10,424
Interest cost on projected benefit obligation	20,348	19,648	20,010
Expected return on plan assets	(25,998)	(22,757)	(22,277)
Net amortization and deferral	(1,909)	(1,909)	(1,909)
Net pension cost	$ 2,278	$ 3,776	$ 6,248

The change in actuarial present value of the projected benefit obligation is as follows:

December 31	1999	1998
Projected benefit obligation at beginning of year	$297,516	$261,127
Service cost	9,837	8,794
Interest cost	20,348	19,648
Actuarial liability (gain) loss	(13,442)	22,387
Benefit payments	(15,031)	(14,440)
Projected benefit obligation at end of year	$299,228	$297,516

The actuarial liability (gain) loss of $(13,442) for 1999 and $22,387 for 1998 consist principally of adjustments for changes in the discount rate, average rate of increase in compensation levels and mortality rate assumptions.

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

The change in fair value of plan assets is as follows:

December 31	1999	1998
Fair value of plan assets at beginning of year	$362,758	$322,010
Actual return on plan assets	65,252	50,991
Disposition of business units	--	(337)
Employer contribution	2,379	4,534
Benefit payments	(15,031)	(14,440)
Fair value of plan assets at end of year	$415,358	$362,758

December 31	1999	1998
Excess of assets over projected benefit obligation	$116,130	$ 65,242
Unrecognized prior service cost	(345)	(400)
Unrecognized net gain	(112,987)	(60,291)
Unrecognized net transition asset	(3,707)	(5,561)
Accrued pension cost	$ 909	$ 1,010

The actuarial assumptions used in determining the funded status of the pension plan are as follows:

December 31	1999	1998
Discount rate	7.5%	7%
Expected return on plan assets	8 5/8%	8 5/8%
Average rate of increase in compensation levels	4.5%	4%

In connection with the sale of Kaman Sciences Corporation, effective December 30, 1997, the corporation segregated approximately $29,800 of its plan assets in anticipation of a transfer of such assets to the buyer's pension plan to cover the then estimated accrued benefit obligation for the Kaman Sciences "active employee" group for which the buyer assumed

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

responsibility. The present value of the accrued benefit obligation was determined using the December 1997 PBGC interest rates used to value annuities: 5.6% for the 25 years immediately following the valuation date and 5.0% thereafter, among other assumptions including mortality and estimated retirement ages. In the second quarter of 1998, the sum of $30,137 was transferred to the buyer's pension trust.

The company also has a thrift and retirement plan in which all employees meeting the eligibility requirements may participate. Employer matching contributions are currently made to the plan with respect to a percentage of each participant's pre-tax contribution. Company contributions to the plan totaled $1,691, $1,683 and $2,612 in 1999, 1998, and 1997, respectively.

COMMITMENTS AND CONTINGENCIES

Rent commitments under various leases for office space, warehouse, land and buildings expire at varying dates from January 2000 to December 2004. Certain annual rentals are subject to renegotiation, with certain leases renewable for varying periods. Lease periods for machinery and equipment vary from 1 to 5 years.

Substantially all real estate taxes, insurance and maintenance expenses are obligations of the corporation. It is expected that in the normal course of business, leases that expire will be renewed or replaced by leases on other properties.

The following future minimum rental payments are required under operating leases that have initial or remaining noncancelable lease terms in excess of one year as of December 31, 1999:

2000	$10,578
2001	5,539
2002	3,636
2003	1,172
2004	523
Thereafter	--
Total	$21,448

Lease expense for all operating leases, including leases with terms of less than one year, amounted to $15,413, $14,683 and $15,311 for 1999, 1998 and 1997, respectively.

From time to time, the corporation is subject to various claims and suits arising out of the ordinary course of business, including commercial, employment and environmental matters. While the ultimate result of all such matters is not presently determinable, based upon its current knowledge, management does not expect that their resolution will have a material adverse effect on the corporation's consolidated financial position.

COMPUTATION OF EARNINGS PER COMMON SHARE

The earnings per common share - basic computation is based on the earnings applicable to common stock divided by the weighted average number of shares of common stock outstanding for each year. In 1997, the preferred stock dividend on the then outstanding Series 2 preferred stock was deducted from net earnings to arrive at earnings applicable to common stock.

The earnings per common share - diluted computation includes the common stock equivalency of options granted to employees under the Stock Incentive Plan. The earnings per common share - diluted computation also assumes that at the beginning of the year the 6% convertible subordinated debentures are converted into Class A common stock with the resultant reduction in interest costs net of tax. During 1997, the then outstanding Series 2 preferred stock is assumed converted into Class A common stock eliminating the preferred stock dividend requirement. Excluded from the earnings per common share - diluted calculation are options granted to employees that are anti-dilutive based on the average stock price for the year.

	1999	1998	1997
Earnings per common share - basic			
Earnings applicable to common stock	$25,073	$30,008	$66,788
Weighted average shares outstanding (000)	23,468	23,407	18,941
Earnings per common share - basic	$ 1.07	$ 1.28	$ 3.53
Earnings per common share - diluted			
Earnings applicable to common stock	$25,073	$30,008	$66,788
Plus: Dividends on Series 2 preferred stock	--	--	3,716
After-tax interest savings on convertible debentures	1,046	1,075	1,188
Earnings applicable to common stock assuming conversion	$26,119	$31,083	$71,692
Weighted average shares outstanding (000)	23,468	23,407	18,941
Plus shares issuable on:			
Conversion of Series 2 preferred stock	--	282	4,523
Conversion of 6% convertible debentures	1,221	1,293	1,359
Exercise of dilutive options	121	253	285
Weighted average shares outstanding assuming conversion (000)	24,810	25,235	25,108
Earnings per common share - diluted	$ 1.05	$ 1.23	$ 2.86

As of December 23, 1997, 95,106 shares of the corporation's Series 2 preferred stock were converted to Class A common stock pursuant to a call for partial redemption issued on November 20, 1997. Pursuant to a redemption call on January 8, 1998 for the balance of the Series 2 preferred stock, the remaining shares were converted into 3,000,174 shares of Class A common stock as of February 9, 1998. An immaterial amount of Series 2 preferred stock shares were redeemed by the corporation and settled in cash.

STOCK PLANS

Employees Stock Purchase Plan - The Kaman Corporation Employees Stock Purchase Plan allows employees to purchase Class A common stock of the corporation, through payroll deductions, at 85% of the market value of shares at the time of purchase. The plan provides for the grant of rights to employees to purchase a maximum of 1,500,000 shares of Class A common stock. There are no charges or credits to income in connection with the plan. During 1999, 140,620 shares were issued to employees at prices ranging from $9.03 to $13.49 per share. During 1998, 115,374 shares were issued to employees at prices ranging from $12.43 to $16.47 per share. During 1997, 177,523 shares were issued to employees at prices ranging from $10.84 to $16.79 per share. At December 31, 1999, there were approximately 1,244,000 shares available for offering under the plan.

Stock Incentive Plan - The corporation maintains a Stock Incentive Plan which includes a continuation and extension of a predecessor stock incentive program. The Stock Incentive Plan provides for the grant of non-statutory stock options, incentive stock options, restricted stock awards and stock appreciation rights primarily to officers and other key employees. Effective November 18, 1997, the number of shares of Class A common stock reserved for issuance under this plan was increased by 1,250,000 shares to a total of 2,210,000 shares.

Stock options are generally granted at prices not less than the fair market value at the date of grant. Options granted under the plan generally expire ten years from the date of grant and are exercisable on a cumulative basis with respect to 20% of the optioned shares on each of the five anniversaries from the date of grant. Restricted stock awards are generally granted with restrictions that lapse at the rate of 20% per year and are amortized accordingly. These awards are subject to forfeiture if a recipient separates from service with the corporation. Stock appreciation rights generally expire ten years from the date of grant and are exercisable on a cumulative basis with respect to 20% of the rights on each of the five anniversaries from the date of grant.

Restricted stock awards were made for 91,000 shares at prices ranging from $11.81 to $14.50 per share in 1999, 62,500 shares at prices ranging from $17.00 to $19.25 per share in 1998 and 62,900 shares at prices ranging from $12.13 to $14.63 per share in 1997. At December 31, 1999, there were 168,500 shares remaining subject to restrictions pursuant to these awards. Stock appreciation rights were issued for 270,000 shares at prices ranging from $14.13 to $14.50 per share in 1999, 165,000 shares at $17.00 per share in 1998 and 350,000 shares at $13.25 per share in 1997, to be settled only for cash. The corporation recorded $203 and $500 in expense in 1998 and 1997, respectively, for these stock appreciation rights, and $703 of income in 1999 due to the grant price being higher than the market price at December 31, 1999.

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

Stock option activity is as follows:

Stock options outstanding:	Options	Weighted-average exercise price
Balance at January 1, 1997	764,980	$ 9.30
Options granted	193,700	13.41
Options exercised	(147,720)	8.28
Options cancelled	(19,880)	9.33
Balance at December 31, 1997	791,080	10.50
Options granted	205,000	17.00
Options exercised	(79,845)	8.94
Options cancelled	(121,415)	10.56
Balance at December 31, 1998	794,820	12.32
Options granted	312,800	14.38
Options exercised	(26,760)	9.56
Options cancelled	(39,850)	14.25
Balance at December 31, 1999	1,041,010	$ 12.94
Weighted average contractual life remaining at December 31, 1999	6.7 years	
Range of exercise prices for options outstanding at December 31, 1999	$7.50- $ 12.25	$12.26- $ 17.06
Options outstanding	395,380	645,630
Options exercisable	336,540	102,180
Weighted average contractual remaining life of options outstanding	4.1 years	8.3 years
Weighted average exercise price:		
Options outstanding	$ 9.72	$ 14.91
Options exercisable	$ 9.58	$ 14.79

As of December 31, 1998 and 1997, there were 349,950 and 378,300 options exercisable, respectively.

As permitted by the Statement of Financial Accounting Standards No. 123 (SFAS 123), "Accounting for Stock-Based Compensation," the corporation has elected to continue following the guidance of

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," for measurement and recognition of stock-based transactions with employees. Accordingly, no compensation cost has been recognized for its stock plans other than for the restricted stock awards and stock appreciation rights. Under the disclosure alternative of SFAS 123, the pro forma net earnings and earnings per common share information presented below includes the compensation cost of stock options issued to employees based on the fair value at the grant date and includes compensation cost for the 15% discount offered to participants in the employees stock purchase plan.

	1999	1998	1997
Net earnings:			
As reported	$25,073	$30,008	$70,504
Pro forma	24,497	29,534	70,075
Earnings per common share - basic:			
As reported	1.07	1.28	3.53
Pro forma	1.04	1.26	3.50
Earnings per common share - diluted:			
As reported	1.05	1.23	2.86
Pro forma	1.03	1.22	2.86

The fair value of each option grant is estimated on the date of grant by using the Black-Scholes option-pricing model. The following weighted-average assumptions were used for grants in 1999, 1998, and 1997:

	1999	1998	1997
Expected dividend yield	3.1%	2.6%	3.3%%
Expected volatility	34%	31%	24%
Risk-free interest rate	5.3%	5.6%%	6.4%
Expected option lives	8 years	8 years	8 years
Per share fair value of options granted	$4.75	$5.78	$3.65

SEGMENT INFORMATION

The corporation reports results in three business segments -- Aerospace, Industrial Distribution and Music Distribution.

The Aerospace segment consists primarily of aerospace related business for government and commercial markets, including the retrofit of SH-2 helicopters from the SH-2F to the SH-2G configuration as well as support services, logistics and spare parts for that helicopter; manufacture of the K-MAX helicopter together with spare parts and technical support; subcontract work consisting of fabrication of airframe substructures; and production of self-lubricating bearings and couplings for commercial aircraft applications.

The Industrial Distribution segment provides replacement parts, including bearings, power transmission, motion control and materials handling components to nearly every sector of industry in North America, along with industrial engineering support services. Operations are conducted from many locations across the United States and British Columbia, Canada. In 1999, the segment took a pre-tax charge of $12,382 to write-off inventory and streamline its operational structure and increase efficiency.

The Music Distribution segment consists of distribution of music instruments and accessories in the U.S. and abroad through offices in the U.S. and Canada. Music operations also include some manufacture of guitars. On June 27, 1997, the corporation sold its amplifier manufacturing business located in Great Britain.

The Scientific Services segment which consisted of Kaman Sciences Corporation, an information technology and services operation, was sold on December 30, 1997.

Summarized financial information by business segment is as follows:

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

	1999	1998	1997
Net sales:			
Aerospace	$ 371,757	$ 382,697	$ 288,407
Scientific Services	--	--	145,086
Industrial Distribution	493,779	503,532	478,879
Music Distribution	116,924	118,312	130,993
	$ 982,460	$1,004,541	$1,043,365
Operating profit:			
Aerospace	$ 44,023	$ 43,304	$ 31,312
Scientific Services	--	--	13,629
Industrial Distribution	2,908	18,550	20,017
Music Distribution	5,627	5,315	(1,279)
	52,558	67,169	63,679
Net gain on sale of businesses	--	--	80,351
Interest, corporate and other expense, net	12,085	(16,811)	(23,726)
Earnings before income taxes	$ 40,473	$ 50,358	$ 120,304
Identifiable assets:			
Aerospace	$ 251,443	$ 294,566	$ 265,746
Scientific Services	--	--	--
Industrial Distribution	141,913	160,873	156,816
Music Distribution	53,714	54,577	55,207
Corporate	87,133	77,214	120,392
	$ 534,203	$ 587,230	$ 598,161
Capital expenditures:			
Aerospace	$ 6,631	$ 11,369	$ 6,444
Scientific Services	--	--	1,247
Industrial Distribution	2,398	3,568	3,682
Music Distribution	1,773	1,770	1,943
Corporate	162	2,477	374
	$ 10,964	$ 19,184	$ 13,690
Depreciation and amortization:			
Aerospace	$ 5,963	$ 5,586	$ 5,188
Scientific Services	--	--	2,266
Industrial Distribution	3,395	3,077	2,676
Music Distribution	1,508	1,317	1,271
Corporate	1,132	1,088	822
	$ 11,998	$ 11,068	$ 12,223

(IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS)

	1999	1998	1997
Geographic information - sales:			
United States	$ 724,079	$ 780,961	$ 926,495
Australia/New Zealand	200,796	158,068	41,809
Canada	28,724	35,438	32,873
Europe	11,590	11,980	21,121
Japan	10,172	9,527	10,944
Other	7,099	8,567	10,123
	$ 982,460	$1,004,541	$1,043,365

Operating profit is total revenues less cost of sales and selling, general and administrative expense other than general corporate expense.

Identifiable assets are year-end assets at their respective net carrying value segregated as to segment and corporate use. Corporate assets are principally cash and cash equivalents and net property, plant and equipment.

Net sales by the Aerospace and Scientific Services segments made under contracts with U.S. Government agencies (including sales to foreign governments through foreign military sales contracts with U.S. Government agencies) account for $72,285 in 1999, $92,539 in 1998 and $262,405 in 1997.

Sales made by the Aerospace segment under a contract with one customer were $145,006 and $119,222 in 1999 and 1998, respectively.

KPMG LLP
Certified Public Accountants
CityPlace II
Hartford, Connecticut 06103

THE BOARD OF DIRECTORS AND SHAREHOLDERS
KAMAN CORPORATION:

We have audited the accompanying consolidated balance sheets of Kaman Corporation and subsidiaries as of December 31, 1999 and 1998, and the related consolidated statements of operations, changes in shareholders' equity and cash flows for each of the years in the three year period ended December 31, 1999. These consolidated financial statements are the responsibility of the company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Kaman Corporation and subsidiaries at December 31, 1999 and 1998 and the results of their operations and their cash flows for each of the years in the three year period ended December 31, 1999 in conformity with generally accepted accounting principles.

KPMG LLP

January 24, 2000

FIVE-YEAR SELECTED FINANCIAL DATA
KAMAN CORPORATION AND SUBSIDIARIES

(In thousands except per share amounts, shareholders and employees)

	1999	1998	1997	1996	1995
OPERATIONS:					
Revenues	$984,233	$1,006,006	$1,044,815	$953,654	$899,476
Cost of sales	735,982*	741,719	787,971	708,505	666,761
Selling, general and administrative expense	204,172	212,724	208,763	193,747	190,604
Restructuring, impairment and other costs	4,132	--	--	--	--
Operating income (loss)	39,947	51,563	48,081	51,402	42,111
Net gain on sale of businesses	--	--	80,351	--	--
Interest expense(income),net	(1,614)	(353)	7,894	10,023	8,834
Other expense(income),net	1,088	1,558	234	702	546
Earnings(loss)before income taxes	40,473	50,358	120,304	40,677	32,731
Income taxes (benefit)	15,400	20,350	49,800	17,100	13,129
Net earnings (loss)	25,073	30,008	70,504	23,577	19,602
FINANCIAL POSITION:					
Current assets	$460,111	$516,504	$535,304	$434,131	$404,864
Current liabilities	168,374	228,975	259,525	195,638	206,273
Working capital	291,737	287,529	275,779	238,493	198,591
Property, plant and equipment, net	64,332	65,773	57,625	76,393	83,054
Total assets	534,203	587,230	598,161	521,736	500,069
Long-term debt	26,546	28,206	29,867	83,940	66,386
Shareholders' equity	316,377	309,494	290,010	228,130	214,283
PER SHARE AMOUNTS:					
Net earnings(loss)per common share - basic	$ 1.07	$ 1.28	$ 3.53	$ 1.07	$ .87
Net earnings(loss)per common share-diluted	1.05	1.23	2.86	1.00	.85
Dividends declared - Series 2 preferred stock	--	--	13.00	13.00	13.00
Dividends declared - common stock	.44	.44	.44	.44	.44
Shareholders' equity - common stock	13.68	13.07	12.25	9.13	8.52
Market price range	16 1/8	20 3/8	20 3/8	13 3/8	13 3/8
	10 1/16	13	12	9 3/8	10
GENERAL STATISTICS:					
Shareholders	6,522	6,921	7,291	7,632	7,646
Employees	4,016	4,276	4,318	5,476	5,400

*Cost of sales for 1999 includes the write-off of inventory of $8,250 associated with the charge taken in the Industrial Distribution segment.

EXHIBIT 21

KAMAN CORPORATION

SUBSIDIARIES

Following is a list of the Corporation's subsidiaries, each of which is wholly owned by the Corporation either directly or through another subsidiary. Second-tier subsidiaries are listed under the name of the parent subsidiary.

Name	State of Incorporation
Registrant: KAMAN CORPORATION	Connecticut
Subsidiaries:	
Kaman Aerospace Group, Inc.	Connecticut
Kaman Aerospace Corporation	Delaware
Kaman Aerospace International Corporation	Connecticut
K-MAX Corporation	Connecticut
Kaman X Corporation	Connecticut
Kamatics Corporation	Connecticut
Kaman Industrial Technologies Corporation	Connecticut
Kaman Industrial Technologies, Ltd.	Canada
Kaman Music Corporation	Connecticut
KMI Europe, Inc.	Delaware
B & J Music Ltd.	Canada
Kaman Foreign Sales Corporation	Barbados

EXHIBIT 23

CONSENT OF INDEPENDENT AUDITORS

KPMG LLP
Certified Public Accountants
CityPlace II
Hartford, Connecticut 06103

The Board of Directors and Shareholders
Kaman Corporation:

We consent to incorporation by reference in the Registration Statements (Nos. 33-51483 and 33-51485) on Form S-8 of Kaman Corporation of our reports dated January 24, 2000, relating to the consolidated balance sheets of Kaman Corporation and subsidiaries as of December 31, 1999 and 1998 and the related consolidated statements of operations, changes in shareholders' equity and cash flows for each of the years in the three-year period ended December 31, 1999, and the related schedule, which reports appear or are incorporated by reference in the December 31, 1999 annual report on Form 10-K of Kaman Corporation.

/s/ KPMG LLP

Hartford, Connecticut
March 17, 2000

EXHIBIT 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned does hereby appoint and constitute Paul R. Kuhn and Robert M. Garneau and each of them as his or her agent and attorney-in-fact to execute in his or her name, place and stead (whether on behalf of the undersigned individually or as an officer or director of Kaman Corporation or otherwise) the Annual Report on Form 10-K of Kaman Corporation respecting its fiscal year ended December 31, 1999 and any and all amendments thereto and to file such Form 10-K and any such amendment thereto with the Securities and Exchange Commission. Each of the said attorneys shall have the power to act hereunder with or without the other.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 17th day of March, 2000.

Brian E. Barents	Charles H. Kaman
E. Reeves Callaway, III	C. William Kaman, II
Frank C. Carlucci	Eileen S. Kraus
Laney J. Chouest	Paul R. Kuhn
John A. DiBiaggio	Hartzel Z. Lebed
Huntington Hardisty	Walter H. Monteith, Jr.
	Wanda L. Rogers

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THE SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION
EXTRACTED FROM THE COMPANY'S 1999 ANNUAL REPORT TO
SHAREHOLDERS AND IS QUALIFIED IN ITS ENTIRETY BY
REFERENCE TO SUCH FINANCIAL STATEMENTS.

0000054381
KAMAN CORPORATION
1,000

YEAR
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JAN-01-1999
DEC-31-1999
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