

AGREEMENT dated November 22nd, 1928 between LOUIS CHEVROLET, a resident of Indianapolis, Indiana (hereinafter called "Chevrolet"), Party of the First Part, THE GLENN L. MARTIN COMPANY, a corporation of Cleveland, Ohio (hereinafter called "Martin"), Party of the Second Part, and CHEVROLET AIRCRAFT CORPORATION, an Indiana corporation (hereinafter called "Corporation"), Party of the Third Part,

WITNESSETH:

WHEREAS the Corporation has been organized for the initial purpose of continuing the work heretofore carried on by Chevrolet in developing and perfecting a motor for aircraft, and its authorized and outstanding capital stock of 1,250 shares without par value is owned by Chevrolet; and

WHEREAS application has been made to the Secretary of the State of Indiana by Chevrolet Bros. Mfg. Corporation, a corporation organized under the laws of said state, to amend its Articles so as to change its name to "Chevrolet Aviation Motor Corporation" and Chevrolet has filed objection with the said Secretary of State to the granting of such application; and

WHEREAS conditioned upon the denial by the said Secretary of State of any application of Chevrolet Bros. Mfg. Corporation to change its corporate name to "Chevrolet Aviation Motor Corporation" or similar name, it is the desire of the parties to provide for the activities of the Corporation, the financing thereof and the rights of Martin and Chevrolet in and their obligations to the Corporation;

NOW, THEREFORE, THE PARTIES AGREE:

Chevrolet will prosecute his objection filed with the Secretary of State of Indiana to the granting to Chevrolet Bros. Mfg. Corporation of the right to change its corporate name to "Chevrolet Aviation Motor Corporation". In the event the said Secretary of State within sixty (60) days from

the date hereof does not deny to Chevrolet Bros. Mfg. Corporation the right to use said name and any other corporate name for which application may be made and which in the opinion of Martin is sufficiently similar to the name of the Corporation to be misleading, this Agreement shall be null and void and of no further force or effect.

In the event within sixty (60) days from the date hereof the said Secretary of State shall deny to Chevrolet Bros. Mfg. Corporation the right to so change its corporate name, this Agreement shall thereupon become operative for and during the joint lives of Chevrolet and Glenn L. Martin (President of Martin), upon the following terms, conditions and agreements:

(A) Chevrolet will forthwith assign and transfer to Martin 1,125 shares of the outstanding capital stock of the Corporation, fully paid and non-assessable, and will cause two of the three present directors of the Corporation to resign and successors thereto designated by Martin to be elected. The Corporation shall thereupon continue the experimental and development work heretofore carried on by Chevrolet in connection with perfecting and constructing a motor for aircraft.

(B) ^x Martin will cause a corporation to be organized under the laws of the State of Maryland with the corporate name "Chevrolet Aircraft Corporation" (herein called the "Maryland Corporation"), authorized to manufacture and otherwise deal in aircraft, aircraft motors and appliances, with an authorized capital stock of one hundred (100) shares without nominal or par value which shall be issued ninety (90) shares to Martin and ten (10) shares to Chevrolet. ^x The expense of organizing the Maryland Corporation, paying for its capital stock initially issued and maintaining its corporate existence shall be paid by the Corporation.

(C) The Corporation will employ Chevrolet for the period of nine months from and after December 1, 1928 or until Martin elects not to continue hereunder as hereinafter provided, whichever period is shortest, at the salary of Eight Hundred Thirty-three and 33/100 Dollars (\$833.33) per month, and Chevrolet agrees to devote all of his time to such employment. Chevrolet shall have general charge and supervision of the development and experimental work in connection with perfecting and constructing such aircraft motor.

(D) All inventions, discoveries, developments, improvements or perfections and all Letters Patent and applications therefor in the United States and/or foreign countries which have resulted or hereafter result from said experimental and development work heretofore conducted by Chevrolet and/or hereafter conducted by Chevrolet or the Corporation shall belong to the Corporation, and Chevrolet will from time to time make any and all assignments and transfers to the Corporation which it may deem necessary to vest in it full title thereto. Chevrolet shall from time to time notify Martin in writing of any and all such inventions, discoveries, developments, improvements and perfections and shall, at the expense of the Corporation, make such applications for Letters Patent thereupon as Martin may direct, and forthwith assign and transfer to the Corporation all such applications and all Letters Patent issued thereupon. Chevrolet shall make such arrangements with other employees of the Corporation as are necessary to vest in the Corporation all such inventions, discoveries, developments, improvements or perfections and all Letters Patent and applications therefor which may result from experimental or development work of such parties while employed by the Corporation.

(E) Unless and until Martin shall elect not to proceed hereunder as hereinafter provided or until December 1, 1943, whichever period is shortest, Chevrolet will not grant to any other person, firm or corporation manufacturing, selling or otherwise dealing in aircraft, aircraft motors or appliances the right to use the name "Chevrolet" and will not permit his name to be used thereby, and will not directly or indirectly engage or become employed or be or become interested in the business of manufacturing, selling or otherwise dealing in aircraft, aircraft motors or appliances except as an employee and stockholder of the Corporation, providing that Chevrolet shall be free to purchase solely for investment any stocks or other securities listed upon any recognized stock exchange.

(F) Martin will initially advance to the Corporation Ten Thousand Dollars (\$10,000) and from time to time until final tests are made as hereinafter provided, will advance additional funds to the Corporation necessary for it to pay the expenses of maintaining its corporate existence, the expenses of organizing the Maryland Corporation, paying for the capital stock initially issued and maintaining its corporate existence, and the expenses of the work of the Corporation in developing, perfecting and constructing such aircraft motor; Martin not to be obligated, however, to make advances aggregating more than Fifty Thousand Dollars (\$50,000). The Corporation will execute and deliver to Martin contemporaneously with each such advance negotiable promissory notes of the Corporation payable to the order of Martin for the amounts thereof, bearing interest at six per cent (6%) per annum and payable on or before August 31, 1929.

Until final tests are made as hereinafter provided, the Corporation will make no contracts and assume no liabilities except for current labor and material without the written approval of Martin or such parties as

it may designate in writing, and all vouchers and checks of the Corporation shall be valid only when signed by Martin or by such party as it may so designate.

(G) The aircraft motor while being developed and perfected by the Corporation shall be put to such tests as Martin may direct.

Such motor shall be put to final tests by such parties and at such times as Martin may direct and within sixty (60) days thereafter Martin shall notify the Corporation and Chevrolet in writing whether in its opinion the Corporation should continue with the work of developing such motor and/or enter upon the manufacture and sale thereof or should abandon its attempts to develop and perfect such motor and whether Martin elects to continue hereunder.

In the event Martin elects not to continue hereunder, the Corporation shall forthwith dissolve, dispose of all of its properties and assets as its directors may deem best, pay and satisfy all of its corporate obligations and indebtedness, and distribute any remaining assets to its stockholders, and the parties hereto will take any and all action necessary to bring about such dissolution and winding up.

In the event Martin elects to continue hereunder it shall, in such notice of election, state what funds are necessary in its opinion for the Corporation to continue any experimental or development work deemed advisable by Martin and/or to enter upon the manufacture and sale of the aircraft motor then developed. Martin shall within ninety (90) days thereafter purchase or cause to be purchased sufficient preferential securities of the Corporation to net thereto the amount necessary in the opinion of Martin to continue such development work for such additional period as Martin may specify, or to finance the manufacture and sale by the Corporation of any engine so perfected for the period of not more than one year. Such preferential securities shall be bonds, debentures, notes, stocks or other securities of the

Corporation of such character and with such preferential rights as may be established by the directors of the Corporation and approved by Martin, and shall be purchased at such price (not in excess of par if such securities have par value) as the directors may determine reasonable and Martin may approve.

Martin shall have the right upon the initial issuance of such preferential securities to exchange any notes of the Corporation then held by it for such preferential securities. For the purpose of such exchange said notes shall be valued at the principal amount thereof plus accrued interest thereon and said preferential securities shall be valued at the sale price thereof established as above provided.

(H) Neither Martin nor Chevrolet shall, except by their mutual consent in writing, purchase or otherwise acquire from the Corporation shares of its Common Stock in addition to the 1,250 shares now outstanding unless both said parties shall individually and contemporaneously purchase or otherwise acquire therefrom additional shares of such stock proportionate in number to their then respective holdings of Common Stock of the Corporation.

(I) Martin may elect at any time to have the Corporation transfer all of its properties and assets of every kind and character to the Maryland Corporation by giving notice in writing of such election to the Corporation and Chevrolet. Within sixty (60) days thereafter the Corporation shall transfer to the Maryland Corporation all of its properties and assets of every kind and character in consideration of the Maryland Corporation (1) assuming and agreeing to pay and discharge all debts and liabilities of the Corporation; and (2) creating and issuing to the holders of outstanding capital stocks of the Corporation capital stocks of the Maryland Corporation identical in amounts, terms and preferences to the capital stocks of the Corporation then outstanding.

In the event of such transfer the Maryland Corporation shall thereupon be and become a party to this contract in lieu of the Corporation to the same extent and effect as if the Maryland Corporation had originally signed this contract as Party of the Third Part, and whenever the term "Corporation" is used herein it shall be deemed to mean Chevrolet Aircraft Corporation organized under the laws of the State of Indiana or Chevrolet Aircraft Corporation organized under the laws of the State of Maryland to which all of the properties and assets of said Indiana corporation shall have been transferred.

(J) This contract shall be assignable by Martin and whenever used herein "The Glenn L. Martin Company" and/or "Martin" shall be deemed to mean The Glenn L. Martin Company, a corporation of the State of Ohio, or any other person, firm or corporation to whom it shall have assigned this contract and its interest therein.

DONE at Indianapolis, Indiana, as of the day and year first above written.

Louis Chevrolet

THE GLENN L. MARTIN COMPANY,
By Glenn L. Martin
President.

CHEVROLET AIRCRAFT CORPORATION,
By Louis Chevrolet
President.