

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among Sourcewell, formerly known as National Joint Powers Alliance or NJPA ("Sourcewell"), having its principal office located at 202 12th Street NE, PO Box 219, Staples, MN 56479; AeroVironment, Inc., ("AeroVironment"), having its principal office located at 800 Royal Oaks Drive, Suite 210, Monrovia, CA 91016; and Webasto Charging Systems, Inc., having its principal office located at Kraillinger Straße 5, 82131 Stockdorf, Germany ("Webasto").

NJPA, now known as Sourcewell, has an agreement with AeroVironment to provide Electric Vehicle Supply Equipment under Sourcewell Contract Number 051017-AEV ("Original Contract").

AeroVironment wishes to assign all its rights and responsibilities in the Original Contract to Webasto.

The assignment provision of the Original Contract, Article 8, Section C - Assignment of Contract provides assignment of the contract only upon written consent of Sourcewell.

ASSIGNMENT

1. This Assignment Agreement will become effective July 1, 2018, or upon its full execution by the parties, whichever is later.
2. On June 6, 2018, National Joint Powers Alliance, also referred to as NJPA, changed its name to Sourcewell. Any reference to either National Joint Powers Alliance or NJPA in the Original Contract should be read to be changed to Sourcewell.
3. AeroVironment wishes to assign to Webasto all AeroVironment's rights, responsibilities, and other provisions set forth in the Original Contract, Sourcewell Contract Number 051017-AEV.
4. Webasto has obtained a copy of the Original Contract from AeroVironment, and certifies it will comply with the terms of the Original Contract as executed by AeroVironment and Sourcewell. The parties agree this assignment is unconditional and without recourse.

5. AeroVironment and Webasto jointly and severally represent and warrant to Sourcewell that:
 - a. AeroVironment is not in default of any of its obligations under the Original Agreement;
 - b. Webasto is ready, willing, and able to perform all the obligations and responsibilities of the Original Contract;
 - c. AeroVironment and Webasto request consent from Sourcewell to this assignment; and
 - d. Webasto accepts assignment of the provisions of the Original Contract.

6. In consideration for the above, Sourcewell consents to this assignment.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date hereof.

AeroVironment, Inc.

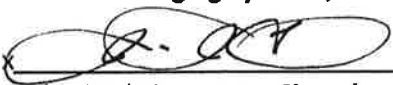
x 
Authorized Signature – **Signed**

By Melissa Brown
Name – **Printed**

Title Vice President + General Counsel

Date 8/6/18

Webasto Charging Systems, Inc.

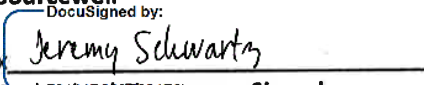

Authorized Signature – **Signed**

By John Thomas
Name – **Printed**

Title CEO

Date 3 August 2018

Sourcewell

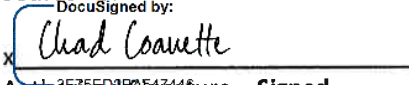
DocuSigned by:
x 
Authorized Signature – **Signed**

By Jeremy Schwartz
Name – **Printed**

Title Director of Operations & Procurement/CPO

Date 8/7/2018 | 2:24 PM CDT

Sourcewell

DocuSigned by:
x 
Authorized Signature – **Signed**

By Chad Coquette
Name – **Printed**

Title Executive Director / CEO

Date 8/7/2018 | 2:52 PM CDT