
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 OR 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): March 30, 2012

AMERIGON INCORPORATED

(Exact name of registrant as specified in its charter)

Michigan

(State or other jurisdiction of incorporation)

0-21810

(Commission File Number)

95-4318554

(I.R.S. Employer Identification No.)

21680 Haggerty Road, Ste. 101, Northville, MI

(Address of principal executive offices)

48167

(Zip Code)

Registrant's telephone number, including area code: (248) 504-0500

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 250.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Amerigon Credit Facility

On March 30, 2012, Amerigon Incorporated (“Amerigon”), entered into the fourth amendment (the “Amendment”) to the Credit Agreement, dated as of March 30, 2011, by and among, Amerigon, Amerigon Europe GmbH (“Amerigon Europe”), the lenders party thereto, including Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as sole lead arranger and sole book manager (the “Credit Agreement”). Pursuant to the amendment, the lenders removed the requirement under the Credit Agreement that previously obligated Amerigon make prepayments on its outstanding indebtedness equal to the net proceeds received from the sale of Amerigon common stock in excess of the future obligations owed to the holders of Amerigon’s Series C 8% convertible preferred stock. The amendment permits Amerigon to retain any such excess amounts for general corporate purposes. The foregoing description of the amendment does not purport to be complete and is qualified in its entirety by reference to the full text, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

As previously disclosed, on March 23, 2012, Amerigon closed an offering of 5,290,000 newly issued shares of its common stock that resulted in the receipt of net proceeds of approximately \$75.5 million, after deducting underwriting discounts and other estimated offering expenses. In the prospectus used for this offering, Amerigon stated that it intended to use the net proceeds from the sale of the common stock to make future redemption installment payments on, and pay dividends on, shares of its Series C 8% convertible preferred stock; provided, however, to the extent any net proceeds from the sale of the common stock were not used for such purposes, Amerigon stated that it intended to satisfy its obligation under the terms of the Credit Agreement to use such excess proceeds to make prepayments of its outstanding bank debt obligations. As a result of the Amendment, Amerigon no longer has an obligation under the Credit Agreement to make such prepayments in connection with the recently closed offering.

Amendment to W.E.T. Credit Facility

On March 30, 2012, W.E.T. Automotive Systems AG, an indirect subsidiary of Amerigon (“W.E.T.”) and W.E.T. Automotive Systems LTD., a Canadian corporation and affiliate of W.E.T. (“W.E.T. Canada”), entered into the fourth amendment (the “Fourth W.E.T. Amendment”) to the Credit Agreement, dated March 30, 2011, by and among W.E.T., W.E.T. Canada, Banc of America Securities Limited and the other lenders party thereto (the “German Credit Agreement”). Pursuant to the Fourth W.E.T. Amendment, W.E.T. and W.E.T. Canada are no longer required to cause Amerigon and Amerigon Europe to vote at each annual shareholder’s meeting of W.E.T. in favor of distribution of some or all of the profits of W.E.T. to W.E.T.’s shareholders. The foregoing description of the Fourth W.E.T. Amendment does not purport to be complete and is qualified in its entirety by reference to the full text, a copy of which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Item 8.01 Other Events.

Immaterial Prior Amendment to W.E.T. Credit Facility

On November 14, 2011, W.E.T., W.E.T. Canada and the other parties to the German Credit Agreement entered into an immaterial amendment to the German Credit Agreement (the "Third W.E.T. Amendment"). The Third W.E.T. Amendment modified certain definitions and clarified certain terms concerning subsidiaries of W.E.T. Because Amerigon is filing the Fourth W.E.T. Amendment with this Current Report on Form 8-K, Amerigon has elected to simultaneously file the Third W.E.T. Amendment as well. A copy of the Third W.E.T. Amendment is attached as Exhibit 10.2 to this Current Report on Form 8-K, and the above description of such document is qualified in its entirety by reference to such exhibit, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1*	Fourth Amendment to Credit Agreement, dated as of March 12, 2012, by and among Amerigon Incorporated, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A.
10.2*	Third Amendment to Credit Agreement, dated as of November 14, 2011, by and among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., the financial institutions which are now or which hereafter become a party thereto and Banc of America Securities Limited.
10.3*	Fourth Amendment to Credit Agreement, dated as of March 23, 2012, by and among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., the financial institutions which are now or which hereafter become a party thereto and Banc of America Securities Limited.

* Filed herewith

SIGNATURES

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

AMERIGON INCORPORATED

Date: April 4, 2012

By: _____ /s/ BARRY G. STEELE
Barry G. Steele,
Chief Financial Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1*	Fourth Amendment to Credit Agreement, dated as of March 12, 2012, by and among Amerigon Incorporated, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A.
10.2*	Third Amendment to Credit Agreement, dated as of November 14, 2011, by and among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., the financial institutions which are now or which hereafter become a party thereto and Banc of America Securities Limited.
10.3*	Fourth Amendment to Credit Agreement, dated as of March 23, 2012, by and among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., the financial institutions which are now or which hereafter become a party thereto and Banc of America Securities Limited.

* Filed herewith

FOURTH AMENDMENT
TO CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT, dated as of March 12, 2012 (this "Amendment") to the Existing Credit Agreement (such capitalized term and other capitalized terms used in this preamble and the recitals below to have the meanings set forth in, or are defined by reference in, Article I below) is entered into by and among AMERIGON INCORPORATED, a Michigan corporation (the "Company"), AMERIGON EUROPE GMBH, a German limited liability company ("Amerigon Germany" and, together with the Company, the "Borrowers" and each, a "Borrower"), each lender party hereto (collectively, the "Lenders" and individually, a "Lender") and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (in such capacity as administrative agent, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Borrowers, the Lenders and the Administrative Agent are all parties to the Credit Agreement, dated as of March 30, 2011 (as amended or otherwise modified prior to the date hereof, the "Existing Credit Agreement", and as amended by this Amendment and as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Borrowers have requested that the Lenders amend certain provisions of the Existing Credit Agreement and the Lenders are willing to effect such amendments, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1. Certain Definitions. The following terms when used in this Amendment shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Administrative Agent" is defined in the preamble.

"Amendment" is defined in the preamble.

"Amendment Effective Date" is defined in Article III.

"Amerigon Germany" is defined in the preamble.

“Borrower” is defined in the preamble.

“Company” is defined in the preamble.

“Credit Agreement” is defined in the first recital.

“Existing Credit Agreement” is defined in the first recital.

“Lender” is defined in the preamble.

SECTION 1.1. Other Definitions. Terms for which meanings are provided in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Amendment with such meanings.

ARTICLE II AMENDMENT TO CREDIT AGREEMENT

Effective on (and subject to the occurrence of) the Amendment Effective Date, the provisions of the Existing Credit Agreement referred to below are hereby amended in accordance with this Article II. Except as expressly so amended, the Existing Credit Agreement shall continue in full force and effect in accordance with its terms.

SECTION 2.1. Amendment to Article VII. Section 7.06(e) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(e) the Company may issue and sell its common Equity Interests, and, so long as both immediately prior to and immediately after giving effect to any such issuance or sale no Default exists or would occur as a result thereof, the Company may use the Net Cash Proceeds thereof to satisfy its obligations under the Preferred Equity Documents as permitted under clause (c) above; provided that if no such payments are then due and payable under the Preferred Equity Documents, the Company may retain such Net Cash Proceeds either (x) to make such payments at such future time as such payments may be due and owing under the Preferred Equity Documents, so long as on any such due date, the Company is permitted to make such payment in accordance with the Preferred Equity Subordination Agreement or (y) to use such Net Cash Proceeds for general corporate purposes.”

ARTICLE III CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective on and as of the date first written above (the “Amendment Effective Date”) when the following conditions have been met:

SECTION 3.1. Counterparts. The Administrative Agent shall have received counterparts hereof executed on behalf of the Borrowers and each of the Lenders.

SECTION 3.2. Costs and Expenses, etc. The Administrative Agent shall have received for the account of each Lender, all fees, costs and expenses due and payable pursuant to Section 10.04 of the Credit Agreement, if then invoiced, including fees and expenses of counsel to the Administrative Agent.

ARTICLE IV
MISCELLANEOUS

SECTION 4.1. Cross-References. References in this Amendment to any Article or Section are, unless otherwise specified, to such Article or Section of this Amendment.

SECTION 4.2. Loan Document Pursuant to Existing Credit Agreement. This Amendment is a Loan Document executed pursuant to the Existing Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with all of the terms and provisions of the Existing Credit Agreement, as amended hereby, including Article X thereof.

SECTION 4.3. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 4.4. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 4.5. Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.**

SECTION 4.6. Full Force and Effect; Limited Amendment. Except as expressly amended hereby, all of the representations, warranties, terms, covenants, conditions and other provisions of the Existing Credit Agreement and the other Loan Documents shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with their respective terms. The amendment set forth herein shall be limited precisely as provided for herein to the provisions expressly amended herein and shall not be deemed to be an amendment to or modification of any other term or provision of the Existing Credit Agreement or any other Loan Document or of any transaction or further or future action on the part of any Loan Party which would require the consent of the Lenders under the Existing Credit Agreement or any of the Loan Documents.

SECTION 4.7. **Representations and Warranties.** In order to induce the Lenders to execute and deliver this Amendment, the Borrower hereby represents and warrants to the Lenders that, both before and after giving effect to this Amendment, all statements set forth in clauses (a) and (b) of Section 4.04 of the Credit Agreement are true and correct.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

AMERIGON INCORPORATED

By: /s/ Daniel R. Coker
Name: Daniel R. Coker
Title: President and Chief Executive Officer

AMERIGON EUROPE GMBH

By: /s/ Daniel R. Coker
Name: Daniel R. Coker
Title: Managing Director

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Charlene Wright-Jones
Name: Charlene Wright-Jones
Title: Vice President

BANK OF AMERICA, N.A., as a Lender, L/C
Issuer and Swing Line Lender

By: /s/ David K. Komrska
Name: David K. Komrska
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Thomas A. Lakocy
Name: Thomas A. Lakocy
Title: Senior Banker

COMERICA BANK

By: /s/ Dan M. Roman
Name: Dan M. Roman
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK

By: /s/ Steven J. McCormack
Name: Steven J. McCormack
Title: Vice President

KEYBANK NATIONAL ASSOCIATION

By: /s/ Erik Siersma
Name: Erik Siersma
Title: Vice President

THIRD AMENDMENT
TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT, dated as of November 14, 2011 (this "Amendment") to the Existing Credit Agreement (such capitalized term and other capitalized terms used in this preamble and the recitals below to have the meanings set forth in, or are defined by reference in, Article I below) is entered into by and among W.E.T. AUTOMOTIVE SYSTEMS, AG, a German stock corporation (the "German Borrower"), W.E.T. AUTOMOTIVE SYSTEMS LTD., a Canadian corporation (the "Canadian Borrower" and, together with the German Borrower, the "Borrowers" and each, a "Borrower"), each lender party hereto (collectively, the "Lenders" and individually, a "Lender"), BANC OF AMERICA SECURITIES LIMITED, as administrative agent (in such capacity, the "Administrative Agent") and BANK OF AMERICA, N.A., as Swing Line Lender and L/C Issuer ("Bank of America").

W I T N E S S E T H:

WHEREAS, the Borrowers, the Lenders, Bank of America and the Administrative Agent are all parties to the Credit Agreement, dated as of March 30, 2011 (as amended or otherwise modified prior to the date hereof, the "Existing Credit Agreement", and as amended by this Amendment and as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Borrowers have requested that the Lenders amend certain provisions of the Existing Credit Agreement and the Lenders are willing to effect such amendments, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto hereby covenant and agree as follows:

ARTICLE X
DEFINITIONS

SECTION 10.1. Certain Definitions. The following terms when used in this Amendment shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Administrative Agent" is defined in the preamble.

"Amendment" is defined in the preamble.

"Amendment Effective Date" is defined in Article III.

“Bank of America” is defined in the preamble.

“Borrower” is defined in the preamble.

“Canadian Borrower” is defined in the preamble.

“Credit Agreement” is defined in the first recital.

“Existing Credit Agreement” is defined in the first recital.

“German Borrower” is defined in the preamble.

“Lender” is defined in the preamble.

SECTION 10.2. Other Definitions. Terms for which meanings are provided in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Amendment with such meanings.

ARTICLE XI
AMENDMENTS TO CREDIT AGREEMENT

Effective on (and subject to the occurrence of) the Amendment Effective Date, the provisions of the Existing Credit Agreement referred to below are hereby amended in accordance with this Article II. Except as expressly so amended, the Existing Credit Agreement shall continue in full force and effect in accordance with its terms.

SECTION 11.1. Amendment to Article I. Article I of the Existing Credit Agreement is hereby amended by adding the following definition in its proper alphabetical place:

“U.S. Dollar Equivalent” means, at any time, (a) with respect to any amount denominated in U.S. Dollars, such amount, and (b) with respect to any amount denominated in any other currency, the equivalent amount thereof in U.S. Dollars as determined by the Administrative Agent at such time on the basis of the Spot Rate (determined in respect of the most recent Revaluation Date) for the purchase of U.S. Dollars with such currency.

SECTION 11.2. Amendments to Article VII. Article VII of the Existing Credit Agreement is hereby amended as follows:

SECTION 11.2.1. Amendment to Section 7.01. Clause (k) of Section 7.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(k) Liens against the assets of WET China and/or the joint venture entity under the Helbako JV Agreement, the Ningbo JV Agreement and any other joint venture agreement securing the Indebtedness incurred by WET China and/or such joint venture entity permitted under Section 7.03(g); and”

SECTION 11.2.2. Amendment to Section 7.02. Clause (f) of Section 7.02 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(f) Investments in or on behalf of WET China and/or the joint venture entity under or otherwise in connection with the Helbako JV Agreement, the Ningbo JV Agreement and any other joint venture agreement, in an aggregate amount not to exceed €4,000,000; and”

SECTION 11.2.3. Amendments to Section 7.03.

(a) Clause (g) of Section 7.03 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(g) Indebtedness incurred by WET China and/or the joint venture entity under the Helbako JV Agreement, the Ningbo JV Agreement and any other joint venture agreement, in an aggregate amount not to exceed €4,000,000;”

(b) Section 7.03 of the Existing Credit Agreement is hereby amended by (a) deleting the “and” at the end of clause (i) thereof, (b) re-lettering clause (j) thereof to clause (k) and (c) inserting a new clause (j) as follows:

“(j) Guarantees by the Borrowers and the Unrestricted Loan Parties in favor of suppliers thereof and other third parties in the ordinary course of business in an amount not to exceed the U.S. Dollar Equivalent of \$3,500,000 in the aggregate at any one time outstanding; and”

ARTICLE XII

CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective on and as of the date first written above (the “Amendment Effective Date”) when the following conditions have been met:

SECTION 12.1. Counterparts. The Administrative Agent shall have received counterparts hereof executed on behalf of the Borrowers and the Required Lenders.

SECTION 12.2. Costs and Expenses, etc. The Administrative Agent shall have received for the account of each Lender, all fees, costs and expenses due and payable pursuant to Section 10.04 of the Credit Agreement, if then invoiced, including fees and expenses of counsel to the Administrative Agent.

ARTICLE XIII
MISCELLANEOUS

SECTION 13.1. Cross-References. References in this Amendment to any Article or Section are, unless otherwise specified, to such Article or Section of this Amendment.

SECTION 13.2. Loan Document Pursuant to Existing Credit Agreement. This Amendment is a Loan Document executed pursuant to the Existing Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with all of the terms and provisions of the Existing Credit Agreement, as amended hereby, including Article X thereof.

SECTION 13.3. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 13.4. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 13.5. Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.**

SECTION 13.6. Full Force and Effect; Limited Amendment. Except as expressly amended hereby, all of the representations, warranties, terms, covenants, conditions and other provisions of the Existing Credit Agreement and the other Loan Documents shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with their respective terms. The amendments set forth herein shall be limited precisely as provided for herein to the provisions expressly amended herein and shall not be deemed to be an amendment to or modification of any other term or provision of the Existing Credit Agreement or any other Loan Document or of any transaction or further or future action on the part of any Loan Party which would require the consent of the Lenders under the Existing Credit Agreement or any of the Loan Documents.

SECTION 13.7. Representations and Warranties. In order to induce the Lenders to execute and deliver this Amendment, the Borrower hereby represents and warrants to the Lenders that, both before and after giving effect to this Amendment, all statements set forth in clauses (a) and (b) of Section 4.03 of the Credit Agreement are true and correct.

SECTION 13.8. Lender Acknowledgement. Each Lender hereby acknowledges that the principal payments received from the Borrowers for the months ended August 31, 2011 and September 30, 2011 were in amounts agreed to by the Lenders notwithstanding any deviation from the amounts set forth in Section 2.07(a) of the Credit Agreement in effect prior to the effectiveness of the Existing Credit Agreement on October 11, 2011.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

W.E.T. AUTOMOTIVE SYSTEMS, AG,
a German stock corporation

By: /s/ Thomas Liedl
Name: Thomas Liedl
Title: Chief Financial Officer

W.E.T. AUTOMOTIVE SYSTEMS LTD.,
a Canadian corporation

By: /s/ Caspar Baumhauer
Name: Caspar Baumhauer
Title: Chief Executive Officer

BANC OF AMERICA SECURITIES LIMITED,
as Administrative Agent

By: /s/ Kevin Day
Name: Kevin Day
Title: Vice President

BANK OF AMERICA, N.A., as a Lender, L/C
Issuer and Swing Line Lender

By: /s/ David K. Komrska
Name: David K. Komrska
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Joseph Bomberski
Name: Joseph Bomberski
Title: Vice President

COMERICA BANK

By: /s/ Kimberly S. Kersten
Name: Kimberly S. Kersten
Title: Vice President

THE HUNTINGTON NATIONAL BANK

By: /s/ Steven J. McCormack
Name: Steven J. McCormack
Title: Vice President

KEYBANK NATIONAL ASSOCIATION

By: /s/ Erik Siersma
Name: Erik Siersma
Title: Vice President

FOURTH AMENDMENT
TO CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT, dated as of March 23, 2012 (this "Amendment") to the Existing Credit Agreement (such capitalized term and other capitalized terms used in this preamble and the recitals below to have the meanings set forth in, or are defined by reference in, Article I below) is entered into by and among W.E.T. AUTOMOTIVE SYSTEMS, AG, a German stock corporation (the "German Borrower"), W.E.T. AUTOMOTIVE SYSTEMS LTD., a Canadian corporation (the "Canadian Borrower" and, together with the German Borrower, the "Borrowers" and each, a "Borrower"), each lender party hereto (collectively, the "Lenders" and individually, a "Lender"), BANC OF AMERICA SECURITIES LIMITED, as administrative agent (in such capacity, the "Administrative Agent") and BANK OF AMERICA, N.A., as Swing Line Lender and L/C Issuer ("Bank of America").

W I T N E S S E T H:

WHEREAS, the Borrowers, the Lenders, Bank of America and the Administrative Agent are all parties to the Credit Agreement, dated as of March 30, 2011 (as amended or otherwise modified prior to the date hereof, the "Existing Credit Agreement", and as amended by this Amendment and as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Borrowers have requested that the Lenders amend and waive certain provisions of the Existing Credit Agreement and the Lenders are willing to effect such amendments and waivers, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto hereby covenant and agree as follows:

ARTICLE V
DEFINITIONS

SECTION 5.1. Certain Definitions. The following terms when used in this Amendment shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Administrative Agent" is defined in the preamble.

"Amendment" is defined in the preamble.

"Amendment Effective Date" is defined in Article IV.

“Bank of America” is defined in the preamble.

“Borrower” is defined in the preamble.

“Canadian Borrower” is defined in the preamble.

“Credit Agreement” is defined in the first recital.

“Existing Credit Agreement” is defined in the first recital.

“German Borrower” is defined in the preamble.

“Lender” is defined in the preamble.

SECTION 5.2. Other Definitions. Terms for which meanings are provided in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Amendment with such meanings.

ARTICLE VI

AMENDMENT TO CREDIT AGREEMENT

Effective on (and subject to the occurrence of) the Amendment Effective Date, the provisions of the Existing Credit Agreement referred to below are hereby amended in accordance with this Article II. Except as expressly so amended, the Existing Credit Agreement shall continue in full force and effect in accordance with its terms.

SECTION 6.1. Amendment to Article VI. Section 6.18 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“6.18 Intentionally Omitted.”

ARTICLE VII

WAIVER

Subject to the terms and conditions hereof, including the occurrence of the Amendment Effective Date, the Administrative Agent and the Required Lenders hereby agree to waive (a) the requirement set forth in Section 6.18 of the Existing Credit Agreement to vote at the annual shareholder’s meeting for the fiscal year ended 2011 of the German Borrower with all voting rights resulting from the Equity Interest in the German Borrower in favor of the distribution of all available profits of the German Borrower, in accordance with applicable Laws, to the German Borrower’s shareholders and (b) any Default or Event of Default which may have occurred and may be continuing in connection with the Loan Parties’ failure to comply with such requirement.

ARTICLE VIII
CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective on and as of the date first written above (the "Amendment Effective Date") when the following conditions have been met:

SECTION 8.1. Counterparts. The Administrative Agent shall have received counterparts hereof executed on behalf of the Borrowers and the Required Lenders.

SECTION 8.2. Costs and Expenses, etc. The Administrative Agent shall have received for the account of each Lender, all fees, costs and expenses due and payable pursuant to Section 10.04 of the Credit Agreement, if then invoiced, including fees and expenses of counsel to the Administrative Agent.

ARTICLE IX
MISCELLANEOUS

SECTION 9.1. Cross-References. References in this Amendment to any Article or Section are, unless otherwise specified, to such Article or Section of this Amendment.

SECTION 9.2. Loan Document Pursuant to Existing Credit Agreement. This Amendment is a Loan Document executed pursuant to the Existing Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with all of the terms and provisions of the Existing Credit Agreement, as amended or waived hereby, including Article X thereof.

SECTION 9.3. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9.4. Counterparts. This Amendment may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment constitutes the entire contract among the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 9.5. Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.**

SECTION 9.6. Full Force and Effect; Limited Amendment and Waiver. Except as expressly amended or waived hereby, all of the representations, warranties, terms, covenants,

conditions and other provisions of the Existing Credit Agreement and the other Loan Documents shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with their respective terms. The amendment and waiver set forth herein shall be limited precisely as provided for herein to the provisions expressly amended or waived herein and shall not be deemed to be an amendment to or modification or waiver of any other term or provision of the Existing Credit Agreement or any other Loan Document or of any transaction or further or future action on the part of any Loan Party which would require the consent of the Lenders under the Existing Credit Agreement or any of the Loan Documents.

SECTION 9.7. Representations and Warranties. In order to induce the Lenders to execute and deliver this Amendment, the Borrower hereby represents and warrants to the Lenders that, both before and after giving effect to this Amendment, all statements set forth in clauses (a) and (b) of Section 4.03 of the Credit Agreement are true and correct.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date first above written.

W.E.T. AUTOMOTIVE SYSTEMS, AG,
a German stock corporation

By: /s/ Thomas Liedl
Name: Thomas Liedl
Title: Chief Financial Officer

W.E.T. AUTOMOTIVE SYSTEMS LTD.,
a Canadian corporation

By: /s/ Caspar Baumhauer
Name: Caspar Baumhauer
Title: Chief Executive Officer

BANC OF AMERICA SECURITIES LIMITED,
as Administrative Agent

By: /s/ Kevin Day
Name: Kevin Day
Title: Vice President

BANK OF AMERICA, N.A., as a Lender, L/C
Issuer and Swing Line Lender

By: /s/ David K. Komrska
Name: David K. Komrska
Title: Senior Vice President

JPMORGAN CHASE BANK, N.A.

By: /s/ Thomas A. Lakocy
Name: Thomas A. Lakocy
Title: Senior Banker

COMERICA BANK

By: /s/ Dan M. Roman
Name: Dan M. Roman
Title: Senior Vice President

THE HUNTINGTON NATIONAL BANK

By: /s/ Steven J. McCormack
Name: Steven J. McCormack
Title: Vice President

KEYBANK NATIONAL ASSOCIATION

By: /s/ Erik Siersma
Name: Erik Siersma
Title: Vice President