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): February 28, 2011

AMERIGON INCORPORATED

(Exact name of registrant as specified in its charter)

Michigan	**0-21810**	**95-4318554**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

21680 Haggerty Road, Ste. 101, Northville, MI	**48167**
(Address of principal executive offices)	**(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 follow 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))

Item 1.01 Entry into a Material Definitive Agreement.

On February 28, 2011, Amerigon Incorporated ("Amerigon") and its wholly-owned subsidiary , Amerigon Europe GmbH ("Amerigon Europe") each entered into (1) a Share Sale and Purchase Agreement (the "SPA") with Indigo Capital LLP, in its capacity as Manager of Indigo Capital IV LP ("Indigo") and in its capacity as Manager of ICWET LP ("ICWET"), and Industrie-Beteiligungs-Gesellschaft mbH ("IBG" and collectively, with Indigo and ICWET, the "Sellers") and (2) a Business Combination Agreement (the "BCA") with W.E.T. Automotive Systems Aktiengesellschaft ("W.E.T."). TMF Deutschland AG has joined the SPA solely to act as Amerigon's Agent thereunder. A copy of the SPA and BCA are attached to this Report on Form 8-K as Exhibits 10.1 and 10.2, respectively.

The SPA sets forth the terms and conditions upon which the Sellers have agreed to sell their common stock in W.E.T. to Amerigon Europe upon the satisfaction of various closing conditions. The purchase price per share of W.E.T. common stock to be sold by the Sellers to Amerigon Europe is €40 for a total purchase price of approximately €92,000,000 (or, assuming a currency exchange ratio of $1.37/1€, approximately $126,040,000). The shares owned by the Sellers represent 75.58% of the outstanding voting rights in W.E.T. The SPA may be rescinded by certain of the parties thereto if certain conditions are not met by specific dates. In particular, if Amerigon Europe does not file applicable documentation with German authorities to launch a tender offer for the remaining outstanding shares of W.E.T. by March 28, 2011 because it is unable to secure the necessary financing, Indigo may terminate the SPA, and if applicable antitrust approval is not received by May 28, 2011, either Indigo or Amerigon Europe may terminate the SPA. Amerigon has guaranteed the obligations of Amerigon Europe under the SPA. Amerigon intends to finance the purchase of the shares held by the Sellers, and the purchase of any shares that are tendered to Amerigon pursuant to the tender offer that Amerigon intends to launch, through the sale of new equity securities, under new debt facilities and with cash on hand. At Amerigon Europe's option, the Sellers may be required to sell their shares as part of the expected tender offer.

The BCA (1) describes the terms and conditions upon which Amerigon Europe is obligated to launch a tender offer for the outstanding shares of W.E.T., and (2) sets forth certain terms and conditions that govern the parties conduct prior to and after the closing of such tender offer. The BCA provides that Amerigon Europe is not obligated to launch the tender offer if it is unable to file applicable tender offer documentation with German authorities because it is unable to secure the necessary financing. Furthermore, Amerigon Europe is not obligated to close on the tender offer unless 71.80% of the total number of issued shares (75.58% of the voting shares, as treasury shares held by W.E.T. are non-voting) are transferred to Amerigon Europe either pursuant to the SPA or the tender offer. The BCA has a duration of the shorter of 18 years or until a Domination and Profit Transfer Agreement is executed by Amerigon Europe and W.E.T. The BCA also describes certain intentions of Amerigon concerning the operation of W.E.T.'s business should the transaction described in the SPA close.

On February 28, 2011, Amerigon issued a press release announcing that Amerigon had entered into the BCA and the SPA. A copy of the press release is attached hereto as Exhibit 99.1, which is hereby incorporated by reference.

Item 9.01 Financial Statements and Exhibits

Exhibit Number	Description
10.1	Share Sale and Purchase Agreement, dated February 28, 2011, by and among Indigo Capital IV LP, ICWET LP and Industrie-Beteiligungs-Gesellschaft mbH, Amerigon Incorporated, Amerigon Europe GmbH and TMF Deutschland AG
10.2	Business Combination Agreement, dated February 28, 2011, by and between W.E.T. Automotive Systems Aktiengesellschaft, Amerigon Incorporated and Amerigon Europe GmbH
99.1	Company News Release, dated February 28, 2011, announcing the execution of the Business Combination Agreement and the Share Sale and Purchase Agreement.

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: February 28, 2011

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

EXHIBIT INDEX

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10.2	Business Combination Agreement, dated February 28, 2011, by and between W.E.T. Automotive Systems Aktiengesellschaft, Amerigon Incorporated and Amerigon Europe GmbH
99.1	Company News Release, dated February 28, 2011, announcing the execution of the Business Combination Agreement and the Share Sale and Purchase Agreement.

Exhibit 10.1

Dated 28 February 2011

Indigo Capital IV LP
as *Seller 1*

ICWET LP
as *Seller 2*

Industrie-Beteiligungs-Gesellschaft mbH (IBG)
as *Seller 3*

Amerigon Europe GmbH
as *Purchaser*

Amerigon Incorporated
as *Guarantor*

and

TMF Deutschland AG
as *Process Agent*

SHARE SALE AND PURCHASE AGREEMENT

MAYER · BROWN

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SHARE SALE AND PURCHASE AGREEMENT

BETWEEN

(1) **Indigo Capital IV LP**, 30 King Street, London, EC2V 8EH, England (**"Seller 1"**);

(2) **ICWET LP**, 30 King Street, London, EC2V 8EH, England (**"Seller 2"**);

(3) **Industrie-Beteiligungs-Gesellschaft mbH (IBG)**, Bockenheimer Landstrasse 10, 60323 Frankfurt am Main (**"Seller 3"**);

(4) **Amerigon Europe GmbH**, Ulmer Straße 160b, 81656 Augsburg, Amtsgericht Augsburg, HRB 25596 (**"Purchaser"**);

(5) **Amerigon Incorporated**, 21680 Haggerty Road, Suite 101, Northville, Michigan 48167, USA (**"Guarantor"**); and

(6) **TMF Deutschland AG**, Eschenheimer Anlage 1, 60316 Frankfurt am Main as *Guarantor*'s process agent (**"Process Agent"**)

The persons named at (1) to (3) above are hereafter also jointly referred to as **"Sellers"** and each individually a **"Seller"** and, the persons named at (1) to (4) above are hereafter also jointly referred to as **"Parties"** and each individually a **"Party"**. (For the avoidance of doubt, the *Process Agent* is not a *Party* and executes this agreement only for the purpose of acknowledging its appointment in accordance with Clause 19.3.)

PREAMBLE

(A) W.E.T. Automotive Systems AG (the **"Company"**) is a German stock corporation with registered place of business in Odelzhausen, registered in the commercial register of the local court of Munich under number HRB 119793 with a stated capital (*Grundkapital*) of EUR 9,600,000.00. The *Company*'s stated capital is divided into 3,200,000 bearer shares (the **"Shares"**) without par value (*auf den Inhaber lautende Stückaktien*) with the International Securities Identification Number (ISIN) DE0005081608, each representing a calculatory share in the *Company*'s stated capital of EUR 3.00. The bearer shares are embodied in one or more global share certificates, held in collective custody (*Girosammelverwahrung*) with Clearstream Banking AG, Frankfurt am Main (**"CBA"**) as central depository bank for securities (*Wertpapiersammelbank*).

(B) Out of all *Shares*, the *Company* holds 159,988 *Shares* in itself (which so long as they are held by the *Company* do not carry voting rights) equalling 5.00% of its registered share capital and the *Sellers* hold in aggregate 2,297,663 *Shares* (the ***"Sellers' Shares"***) equalling 71.80% of the *Company*'s registered share capital and 75.58% of the voting rights in the Company (not including the *Shares* held by the Company itself). The *Seller*'s *Shares* held by *Seller 1* are booked on three different depository accounts, two of which are subject to pledges in favour of third parties. Details about the number of *Sellers*'s *Shares* held by each *Seller*, the deposit accounts in which these are held and any encumbrances thereof are set out in more detail in the table below:

Seller	**Number of *Sellers' Shares***	**Deposit Account with BHF-BANK Aktienge-sellschaft no.:**	**Encumbrances**
Seller 1	106,918 (**"UniCredit Shares"**)		pledged to UniCredit Bank AG by agreement of 15 April 2010 (**"UniCredit Pledge"**)
	178,165 (**"ING Shares"**)		pledged to ING Bank N.V. by agreement of 15 April 2010 (**"ING Pledge"**)
	641,414 (the **"Indigo Shares"**)		n/a
Subtotal	926,497		
Seller 2	1,075,866		n/a
Seller 3	295,300		n/a
Total	2,297,663		

In relation to each *Seller*, each portion of *Sellers' Shares* held by such *Seller* in a particular deposit account according to the above table is hereafter referred to as the **"Sale Shares"**.

(C) By agreement dated 6 April 2010 (the **"Note Agreement"**), the *Company* agreed to issue a loan note in the amount of up to EUR 7,163,000 and by loan note of 16 April 2010 issued to *Seller 2* a loan note in the amount of EUR 7,162,728.18 (the **"Note"**). As at 31 December 2010 the aggregate of principal and interest accrued on the *Note* (excluding the entitlement to a final payment as set forth in the *Note*) amounted to approximately EUR 7,925,000.

(D) By a senior facility agreement dated 4 August 2003, as last amended by the "Ninth Amendment Agreement to the up to EUR 284,000,000 Facility Agreement dated 4 August 2003" (the **"Senior Facility Agreement"**), BHF-BANK Aktiengesellschaft as agent and security agent and the lenders named therein agreed to provide to the *Company* and certain of its affiliates as borrowers certain term loan and revolving loan facilities in the aggregate amount of Euro 284,000,000. According to the *Senior Facility Agreement*, all amounts advanced there under will become due and payable upon the occurrence of a change of control, as would result from consummation of the transaction contemplated by this agreement.

(E) *Seller 1* and *Seller 2* are subject to the terms of an intercreditor agreement dated 4 August 2003, as last amended by the "Sixth Amendment Agreement to the Intercreditor Agreement dated 4 August 2003" on 1 April 2010 (the **"Intercreditor Agreement"**). According to the terms of the *Intercreditor Agreement*, *Seller 1* and *Seller 2* may not transfer their *Shares* or the *Note*s unless the transferee (previously or simultaneously) accedes to the *Intercreditor Agreement*.

(F) *Purchaser* wishes to acquire the *Sellers*' *Shares* by purchasing from each *Seller* the *Sale Shares*, and/or making a voluntary tender offer for the *Shares*. *Sellers* wish to sell or tender to *Purchaser* the *Sellers*' *Shares*. *Purchaser* also intends (without being obliged to do so) to purchase or procure the repayment of the *Note* within 18 months from acquiring the *Sale Shares*.

(G) *Guarantor* is *Purchaser*'s immediate parent, holding all shares in *Purchaser*. In preparation of the anticipated purchase of the *Sellers*' *Shares* and the *Note* by Purchaser (the **"Merger"**), *Sellers* and *Guarantor* entered into a "Letter of Intent Concerning *Shares* in W.E.T. Automotive AG" dated 14 January 2011 and last executed by the parties thereto 19 January 2011 (the **"LOI"**). *Guarantor* has agreed to guarantee performance by *Purchaser* of the obligations to be assumed by *Purchaser* under this agreement.

(H) *Purchaser* intends to secure debt financing for the *Merger*, on terms acceptable to *Purchaser* and *Guarantor* by executing, and having *Guarantor* execute, loan facility agreements with Bank of America or any other bank selected by *Purchaser* ("**Purchaser's Bank**") and having *Guarantor* forward all or a portion of the funds it receives in connection with its loan facility agreement to *Purchaser*. Further, *Guarantor* intends to issue new shares in *Guarantor* after the date hereof on terms acceptable to *Guarantor* and forward some or all of the funds received through such equity issuance, to *Purchaser*.

(I) *Purchaser* expects the *Company* to execute a binding loan facility agreement (**"New Facility Agreement"**) with *Purchaser's Bank* no later than 28 March 2011 pursuant to which the facility outstanding under the *Facility Agreement* is refinanced by or around the date *Purchaser* acquires the *Sale Shares* in which case the restrictions imposed on the *Note* and the *Shares* held by *Seller 1* and *Seller 2* by the *Facility Agreement* and the *Intercreditor Agreement* will fall away.

(J) In this agreement the *Parties* and *Guarantor* wish to set out the terms and conditions under which the *Sellers*' *Shares* shall be sold to and purchased by the *Purchaser*.

NOW THEREFORE IT IS AGREED WHAT FOLLOWS:

1. APPROVAL

1.1 The *Parties* and *Guarantor* agree that *Seller 3* shall be bound by, and benefit from, this agreement only subject to the condition that the execution of this agreement is approved by the competent internal bodies (*zuständige Gremien*) of *Seller 3* (**"Approval"**) provided that in any event, the *Approval* shall be deemed granted, the condition shall be deemed satisfied and *Seller 3* shall become bound by this agreement, when *Seller 3* confirms that it has obtained the *Approval* (the **"Confirmation"**) to *Seller 1* (who will receive such *Confirmation* also on behalf of *Seller 2*) and to *Purchaser* (who will receive such *Confirmation* also on behalf of *Guarantor*) in writing (including telefax or pdf).

1.2 *Seller 1*, *Seller 2*, *Purchaser* and *Guarantor* agree that they shall be bound by this agreement irrespective of whether the *Approval* is granted. The *Parties'* rights to rescind this agreement pursuant to Clause 5 remains unaffected.

2. SALE AND PURCHASE

2.1 Each *Seller* hereby sells to *Purchaser* at the *Agreed Share Price* (as defined below) the *Sale Shares*, together with all ancillary rights (*Nebenrechte*) pertaining thereto, including all dividend rights (*Gewinnbezugsrechte*) to undistributed profits of the current business year and of prior business years. *Purchaser* hereby accepts such sales.

2.2 The transfer of the *Sale Shares* shall take place on the *Closing Date* and as set forth further in Clause 7 below.

3. PURCHASE PRICE, PAYMENT AND INTEREST

3.1 The purchase price for each *Sellers*' *Share* shall be EUR 40 resulting in the *Agreed Share Prices* (as defined below) payable to each *Seller* in respect of the *Sale Shares* as set out in the table below:

Seller	*Sale Shares*	*Agreed Share Price (EUR)*
Seller 1	*UniCredit Shares*	4,276,720
	ING Shares	7,126,600
	Indigo Shares	25,656,560
Seller 2	1,075,866	43,034,640
Seller 3	295,300	11,812,000

In relation to each portion of *Sale Shares* shown in the above table (for the avoidance of doubt, including in relation to each of the *UniCredit Shares*, the *ING Shares* and the *Indigo Shares*), the purchase price payable therefor according to the above table is hereafter referred to as the **"Agreed Share Price"**.

3.2 The *Agreed Share Price* shall be due and payable on the *Closing Date* (as defined below) in accordance with Clause 7 to each *Seller*'s bank account(s) as set out in the table below:

Seller	**Bank Account with BHF-BANK Aktiengesellschaft**		
	Number	Sort Code	BIC Code
Seller 1			
ING Shares			
UniCredit Shares			
Indigo Shares			
Seller 2			
Seller 3			

or to such other bank account(s) notified to *Purchaser* in writing at least three days (other than a Saturday or Sunday) on which banks are open for general business in Frankfurt am Main (Germany), London (UK) and New York City (USA) (each such day a **"Business Day"**) prior to the instruction for the respective wire transfer being given. Payments shall have debt releasing effect (*schuldbefreiende Wirkung*) towards a *Seller* only if they are made to the *Agreed Account* (as defined below).

In relation to each *Seller* and, in the case of *Seller 1* in relation to each of the *UniCredit Shares*, the *ING Shares* and the *Indigo Shares*, the bank account to which the *Agreed Share Price* shall be paid according to the above table (or any subsequent notification in accordance with the previous paragraph) is hereafter referred to as the **"Agreed Account"**.

3.3 Payments due to a *Seller* shall bear interest at a rate of 10% p.a. from and including the respective due date (which, for the *Agreed Share Price*, is *the Closing Date*) to, but not including, the date of actual payment into the *Agreed Account*. The interest method to be used shall be 30/360; i.e., any interest shall be calculated on the basis of a month of 30 days and a year of 360 days.

4. CLOSING CONDITIONS

4.1 Following satisfaction of the following conditions (each a **"Closing Condition"**), the *Parties* and *Guarantor* undertake to consummate this agreement in the manner, at such time and at such place as is set forth in Clause 7 or 8 below:

(a) the waiting period applicable to the *Merger* under the Hart-Scott-Rodino Act (U.S.) (the "**HSR Act**") has expired or been terminated to the effect that the *Merger* may be consummated;

(b) the *Merger* may be consummated without violating the anti-trust, cartel or similar laws under any other relevant jurisdiction (each a **"Cartel Filing Jurisdiction"**) because (i) the applicable waiting period, notice period or other similar period during which the *Merger* cannot be consummated have expired or been terminated, or (ii) the competent merger control authorities have cleared the *Merger*;

(c) *Purchaser* has submitted to *Bundesanstalt für Finanzdienstleistungsaufsicht* (**"BaFin"**) an offer document for a public takeover (the **"Offer"**) of the *Company* in compliance with the laws of the Federal Republic of Germany, in particular, but not limited to, the provisions of the German Securities Acquisition and Takeover Act and the respective subordinate legislation, which contains a financing confirmation within the meaning of sec. 13 (1) sentence 2 German Securities Acquisition and Takeover Act and is not subject to any condition, rescission or other withdrawal right other than (i) the conditions set out in Clause 4.1(a) and (b) above, (ii) the condition of *Purchaser* having secured the acquisition of *Shares* (including the *Sale Shares*) which represent 71.80% of the *Company's* registered share capital and (iii) as provided for by mandatory applicable laws (the **"Offer Document"**);

(d) *Purchaser* presents to *Seller 1* and *Seller 3* original declarations (or certified copies thereof), together with any underlying documentation reasonably requested by *Seller 1*, from *Purchaser's Bank* confirming that the *Agreed Share Price* for the *Sale Shares* of all *Sellers* will after satisfaction or waiver of the *Closing Conditions* be advanced to *Sellers* by *Purchaser's Bank* at any time upon *Guarantor's* or *Purchaser's* request;

(e) the *Company* has executed the *New Facility Agreement*;

(f) *Seller 1* has delivered to *Purchaser* duly executed written statements conforming in all material respects with the form as attached as Annex 4.1(f) from the respective holder of the *UniCredit Pledge* and the *ING Pledge* pursuant to which the *UniCredit Pledge* and the *ING Pledge*, respectively, are removed and cease to exist upon receipt of the *Agreed Share Price* (payable with regard to the *ING Shares* and, respectively, the *UniCredit Shares*) on the *Agreed Account*.

4.2 *Purchaser* shall immediately inform *Sellers* when a *Closing Condition* set out in Clause 4.1(a) or 4.1(b) has been fulfilled and provide *Seller 1* without undue delay with an unqualified confirmation from its lawyers addressed to *Sellers* confirming to *Sellers* that the respective Closing Condition has occurred, in each case accompanied by copies of the related documentation. *Sellers 1* shall immediately inform *Purchaser* and *Guarantor* when the *Closing Condition* set out in Clause 4.1(f) has been fulfilled and provide *Purchaser* without undue delay with copies of the related documentation.

4.3 *Purchaser* shall take all such activities as are reasonably required to achieve fulfilment of the *Closing Conditions* set out in Clause 4.1(a) to 4.1(e).

4.4 *Seller 1* shall take all such activities as are reasonably required to achieve fulfilment of the *Closing Condition* set out in Clause 4.1(f).

4.5 *Seller 1* may waive (with effect for all *Sellers*) the *Closing Conditions* set forth in Clause 4.1 (c) and (d), *Purchaser* may waive *the Closing Conditions* set forth in Clause 4.1(e) and (f); the *Closing Conditions* in Clause 4.1(a) and (b) may only be waived by *Seller 1* and *Purchaser* jointly. Unless otherwise agreed by the *Parties* in writing, the effect of a waiver shall, however, be limited to eliminating the need that the respective *Closing Condition* be fulfilled before the *Closing* and shall neither prejudice the continuing obligation of the responsible *Seller*, *Purchaser* or *Guarantor*, as the case may be, to fulfil such *Closing Condition* nor its liability for non-performance of its obligation to fulfil such *Closing Condition*. If Purchaser waives the *Closing Condition* set out in Clause

4.1(f) before 28 March 2011, it shall not be entitled to bring a claim for breach of Clause 9.1(b) to the extent such breach is caused by the continuing existence of the *UniCredit Pledge* and/or the *ING Pledge*, provided that *Seller 1* remains obliged to remove such pledges.

5. RESCISSION

5.1 *Seller 1* may rescind this agreement with immediate effect for and against all *Parties* and *Guarantor* by written statement to *Purchaser*, if

(a) *Purchaser* has not evidenced the satisfaction or waiver of

(i) *Closing Condition* 4.1(a) by 28 May 2011; and

(ii) *Closing Condition* 4.1(b) by 28 May 2011; and

(iii) *Closing Condition* 4.1(c) by 28 March 2011; and

(iv) *Closing Condition* 4.1(d) by 28 March 2011; and

(v) *Closing Condition* 4.1(e) by 28 March 2011; or

(b) *Purchaser* withdraws the *Offer Document*; or

(c) *BaFin* prohibits *Purchaser's* takeover offer; or

(d) *Purchaser* fails to publish the *Offer Document* in accordance with Sec. 14 para. 3 sentence 1 of the German Securities Acquisition and Takeover Act immediately after approval of the *Offer Document* by *BaFin*, at the latest within three bank working days in Frankfurt a. M., Germany, after expiry of the review period (without the *BaFin* having prohibited *Purchaser's* takeover offer) according to Sec. 14 para. 2 sentence 1 of the German Securities Acquisition and Takeover Act; or

(e) *Purchaser* or *Guarantor* fail to take within ten *Business Days* from the *Closing Date* the *Closing Actions* (as defined below) to be taken by it at the time and in the manner set out in Clause 7.2, unless this is caused by a *Seller*'s failure to comply with its own obligations as set out in Clause 7.2 or the *Parties* proceeding in accordance with Clause 8.

5.2 *Purchaser* may rescind this agreement with immediate effect by written statement to *Sellers*, if

(a) *Seller 3* fails to provide the *Confirmation* to *Seller 1* (who will receive such *Confirmation* also on behalf of *Seller 2*) and to *Purchaser* (who will receive such *Confirmation* also on behalf of *Guarantor*) by 28 March 2011; or

(b) *Seller 1* fails to achieve fulfilment of the *Closing Condition* set out in Clause 4.1(f) by 28 March 2011; or

(c) *Closing Conditions* 4.1(a) to (e) are not satisfied or waived by 28 May 2011; or

(d) *Sellers* fail to take within ten *Business Days* from the *Closing Date* the *Closing Actions* (as defined below) to be taken by them at the time and in the manner set out in Clause 7.2, unless this is caused by *Purchaser's* or *Guarantor's* failure to comply with its own obligations as set out in Clause 7.2 or the *Parties* proceeding in accordance with Clause 8.

5.3 If rescission is declared in accordance with Clause 5.1 or Clause 5.2, each *Party* and *Guarantor* shall deliver to the other *Party* and *Guarantor* all documents, working papers and other materials furnished to it by the respective other *Party* or *Guarantor* in connection with the contemplated

Merger, irrespective of whether such materials have been furnished before or after the date this agreement has been executed (**"Signing Date"**).

5.4 *Purchaser* may only exercise its rescission right hereunder against all *Sellers* jointly.

5.5 The performances to be rendered upon rescission shall be rendered concurrently (*Zug um Zug*), provided that mutual payment obligations (if any) shall be offset against each other.

5.6 If rescission is declared pursuant to Clauses 5.1 or 5.2, all further obligations of the *Parties* and of *Guarantor* under this agreement will terminate, except as otherwise set forth in this agreement and except that the obligations set out in Clauses 17 through 22 will survive, and neither Party shall incur any liability as a result of such rescission.

6. MERGER CONTROL

6.1 *Purchaser* shall and, to the extent required by applicable law, rule or regulation, *Sellers* shall, (i) make, as promptly as practicable after the *Signing Date*, (1) an appropriate filing of a Notification and Report Form pursuant to the *HSR Act*, and (2) all other necessary filings with each *Cartel Filing Jurisdiction* with respect to the *Merger* and (ii) supply, as promptly as practicable, any additional information and documentary material that may be reasonably requested pursuant to such requirements and use its commercially reasonable efforts to cause the expiration or termination of the applicable waiting periods under the *HSR Act* and all similar periods applicable in each *Cartel Filing Jurisdiction* in the most expeditious manner practicable.

6.2 Each *Party* shall, in connection with the efforts referenced in 5.1 above to obtain all requisite approvals, clearances and authorizations for the *Merger*, use its commercially reasonable efforts to (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) promptly inform the other *Party* of any communication received by such *Party* from, or given by such *Party* to, the Antitrust Division of the U.S. Department of Justice (the **"DOJ"**), the Federal Trade Commission (the **"FTC"**) or any other governmental entity, including any governmental entity of a *Cartel Filing Jurisdiction*, and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby, (iii) permit the other *Parties*, or the other *Parties'* legal counsel, to review in advance any communication to be given by it to, and consult with each other in advance of any meeting or conference with, the *DOJ*, the *FTC* or any other applicable governmental entity or any person in connection with any proceeding by a private party and (iv) unless prohibited by law, rule or regulation, give the other *Parties* and the other *Parties'* legal counsel the opportunity to attend and participate in such meetings and conferences.

6.3 If any objections are asserted with respect to the *Merger* under any applicable law or if any suit is instituted by any governmental entity or any private party challenging any of the transactions contemplated hereby as violative of any applicable law, each of the *Parties* shall use its commercially reasonable efforts to resolve any such objections or challenge, including responding to any request for information from any such governmental entity and complying with any requirements or conditions imposed by any such governmental entity so as to permit consummation of the transactions contemplated by this agreement on the terms set forth in this agreement. Notwithstanding the foregoing, in no event shall the obligations of the *Parties* under this Clause 6 (i) require any *Party* to pay or commit to pay any material amount of cash or other consideration, make any material commitment or incur any material liability or other material obligation in order to obtain the approvals, clearances and authorizations described in this Clause 6, unless such *Party* consents to thereto; provided, however, that if any *Party* other than *Purchaser* is requested to pay any material amount of cash in order to obtain any such approvals, clearances and authorizations described in this Clause 6, such other *Party* shall give *Purchaser* the opportunity to make such payments on behalf of such other *Party* and (ii) require any *Party* to consummate the *Merger* if the essential terms

of the *Merger* applicable to such *Party* have been materially modified by any requirements or conditions imposed by a governmental entity (including, but not limited to, requiring a *Party* to sell, divest or otherwise dispose of any assets or business) so as to permit consummation of the transactions contemplated by this agreement.

6.4 To the extent this is permitted by applicable law and subject to *Sellers*' approval of any relevant filing or notification, *Purchaser* shall make any filings and notifications required to be made with any competition authority also on behalf of *Sellers*.

6.5 Where *Guarantor* is legally required to make any cartel filing, the obligations imposed on *Purchaser* in this Clause 6 apply equally to *Guarantor*.

7. CLOSING

7.1 Subject to Clause 8, the consummation of this agreement (**"Closing"**) shall take place at the offices of Milbank, Tweed, Hadley & McCloy LLP in Frankfurt am Main at 9 hours CET on the fifth *Business Day* following satisfaction or waiver of the *Closing Conditions* or, such earlier or later point in time or at such other place as *Sellers* and *Purchaser* may agree (that date set or agreed for the *Closing* to take place hereafter referred to as the **"Closing Date"**).

7.2 On the *Closing Date*, the *Parties* and *Guarantor* shall take the action (each a **"Closing Action"**) set out below in the order set out below:

(a) *Purchaser* shall hand over to *Seller 1* copies of all approvals it has obtained from competition authorities and originals of any statement from *Purchaser's* lawyers to be delivered to *Sellers* pursuant to Clause 4.2.

(b) *Guarantor* shall hand over to each *Seller* one original of the *Appointment Letter* (as defined in Clause 19.2 below).

(c) *Purchaser* shall evidence to *Sellers* that

(i) an amount equal to the *Agreed Share Price* is booked on its bank account with Bank of America or any other bank of international repute selected by *Purchaser*, by handing over to *Seller 1* an account statement dated as of the *Closing Date*;

(ii) *Purchaser's* bank has unconditionally and irrevocably committed by letter or telefax to advance (without deduction or withholding) upon *Purchaser's* oral or telefax instruction amounts equal to each *Agreed Share Price* to each *Agreed Account*, by handing over to *Seller 1* an original of such letter or telefax;

(d) Each *Seller* shall evidence to *Purchaser* that

(i) the *Sale Shares* are booked on its deposit account(s) as stated in Clause (B) of the Preamble;

(ii) its bank has unconditionally and irrevocably committed by letter or telefax to transfer the *Sale Shares* upon receipt of the *Agreed Share Price* on the *Agreed Account* to such deposit account as *Purchaser* has notified to *Seller 1* no less than five *Business Days* prior to *Closing*, by handing over to *Purchaser* an original of such letter or telefax.

(e) If on the *Closing Date*, the *Intercreditor Agreement* is still in force, *Purchaser* shall accede to the *Intercreditor Agreement* by executing such declarations as are required to effect such accession.

(f) *Purchaser* shall pay the *Agreed Share Price* to each *Agreed Account*.

(g) Each *Seller* shall seek confirmation of receipt of the *Agreed Share Price* from the bank(s) with whom it keeps the *Agreed Account(s)* and inform *Purchaser* of such confirmation promptly.

7.3 After all *Closing Actions* have been fulfilled (or waived), *Sellers* and *Purchaser* shall confirm in writing in a closing memorandum in such form as shall be mutually agreed that all *Closing Actions* have been performed or waived and that the *Closing* has occurred. For the avoidance of doubt, the legal effect of such closing memorandum shall be limited to serve as evidence that all *Closing Actions* have been performed or waived and that the *Closing* has occurred, but shall not limit or prejudice in any manner the rights of the *Parties* or *Guarantor* arising under this agreement or under applicable law.

7.4 Each *Seller* and *Purchaser* hereby agree that, conditional upon (*aufschiebend bedingt*) the occurrence of the *Closing Date*, the consummation or waiver of the actions set out in Clause 7.2(a) to (e) and receipt on the *Agreed Account* of the *Agreed Share Price*,

(a) title to the *Sale Shares* (sold for that *Agreed Share Price*), including in relation thereto (i) the co-ownership rights to the underlying global share certificates, (ii) any certificates for interest, dividends or renewal (*Zins- und Gewinnanteilsscheine, Erneuerungsscheine*) and (iii) any rights to subscribe for newly issued shares in the *Company* (*Bezugsrechte*), and

(b) such *Seller*'s existing membership rights relating to the *Sale Shares* (sold for that *Agreed Share Price*), and

(c) such *Seller*'s claims for delivery (*Herausgabe- und Auslieferungsansprüche*) vis-à-vis BHF-BANK Aktiengesellschaft as deposit bank of the *Sale Shares* (sold for that *Agreed Share Price*) and vis-à-vis *CBA* (**"Delivery Claims"**), and

(d) in the case of *Seller 1* only, any claims of *Seller 1* against ING Bank N.V. under the *ING Pledge* for reassignment (*Rückabtretung*) of its *Delivery Claims* in respect of the *ING Shares* (sold for that *Agreed Share Price*);

(e) in the case of *Seller 1* only, any claims of *Seller 1* against UniCredit Bank AG under the *UniCredit Pledge* for reassignment (*Rückabtretung*) of its *Delivery Claims* in respect of the *UniCredit Shares* (sold for that *Agreed Share Price*);

are hereby transferred to *Purchaser* in accordance with sections §§ 398, 413 German Civil Code (*Bürgerliches Gesetzbuch*).

(*Purchaser* acknowledges, that to the extent the *Delivery Claims* assigned by *Seller 1* under paragraph 7.4(c) relate to the *ING Shares* or the *UniCredit Shares*, such *Delivery Claims* exist only conditional upon their reassignment in accordance with paragraphs 7.4(d) and (e).)

7.5 *Sellers* may waive a *Closing Action* for which only *Purchaser* or *Guarantor* are responsible, and vice versa. Unless otherwise agreed by the *Parties* in writing, the effect of a waiver shall, however, be limited to eliminating the need that the respective *Closing Action* be performed by or at the *Closing* and shall neither prejudice the continuing obligation of the responsible *Seller*, *Purchaser* or *Guarantor*, as the case may be, to bring about such *Closing Action* nor its liability for non-performance of its obligation to bring about such *Closing Action*.

7.6 Should the transfer of the *Sellers' Shares* require any further act or declaration, the parties shall upon *Purchaser's* request take all reasonable endeavors to take such further action and make such further declaration as and when required.

8. ACCEPTANCE OF TENDER OFFER

8.1 Provided (i) all *Closing Conditions* have been satisfied or waived or (ii) all *Closing Conditions* other than *Closing Conditions* 4.1(a) and 4.1(b) have been satisfied or waived and the *Offer* remains only subject to satisfaction of *Closing Conditions* 4.1(a) and 4.1(b) by 28 May 2011, *Purchaser* may request that consummation of the *Closing* in accordance with Clause 7 be replaced by *Sellers* accepting the *Offer* and transferring their *Sale Shares* to *Purchaser* in accordance with the *Offer Document*, provided that

(a) by *Sellers* tendering their *Sale Shares* in acceptance of the *Offer*, the *Offer* becomes finally binding, without there remaining any further condition, rescission right or other risk of the *Offer* not being consummated, other than satisfaction or waiver by 28 May 2011 of *Closing Conditions* 4.1(a) and 4.1(b) or as provided for by mandatory applicable laws, and

(b) the *Offer Document* will foresee that the offer price (which shall be no less than EUR 40 per *Share*) (**"Offer Price"**) is to be paid, upon fulfilment by no later than 28 May 2011 of its closing conditions (such conditions not to go beyond those stated in Clause 4.1(c) (i) and (ii)), to the shareholders tendering their *Shares* no later than 5 *Business Days* following the expiration of the additional offer period pursuant to Section 16 para. 2 German Securities Acquisition and Takeover Act or, in case later, the satisfaction or waiver of *Closing Conditions* 4.1(a) and 4.1(b) by 28 May 2011.

8.2 If *Sellers* and *Purchaser* proceed in accordance with Clause 8.1 (and irrespective of whether the conditions stated in the Offer will eventually be satisfied), their rights and obligations under Clauses 2, 3, 5 and 7 (except for Clause 7.2(e)) shall be replaced by the corresponding terms of the *Offer* and (ii) *Sellers* undertake not to exercise any withdrawal or rescission right they may have with respect to their tendered *Shares* pursuant to Section 22 para. 3 German Securities Acquisition and Takeover Act.

9. SELLERS' GUARANTEES

9.1 Each *Seller* hereby severally represents and warrants, in each case only in respect of itself and the *Sale Shares* sold by it, to *Purchaser* (but not to *Guarantor*) in the form of an independent guarantee (*Selbständiges Garantieversprechen*) within the meaning of Secs. 311 (1), 241 of the German Civil Code as of the *Signing Date* and as of the *Closing Date* the following:

(a) The execution and performance by *Seller* of this agreement is within its corporate powers and has been duly authorized by all necessary corporate actions on its part. Except for possible merger control clearance, *Seller* does not require any consent or governmental authorization in connection with the execution and consummation of this agreement.

(b) *Seller* is the sole and unrestricted owner of the *Sale Shares*, which are free and clear of any liens, encumbrances, pledges or other *in rem* rights of third parties, except for the *ING Pledge* and the *UniCredit Pledge* which will only be released upon receipt of the *Agreed Share Price* for the *ING Shares* and, respectively, the *UniCredit Shares* on the *Agreed Account* and except for pledges under general terms and conditions with the *Sellers*' deposit account bank. No dividends have been paid or resolved to be paid with respect to the *Sale Shares* since 1 January 2010.

9.2 None of the *Sellers* represents, warrants, guarantees or otherwise accepts any liability for the legal, economic or financial position of the *Company* nor shall any of the *Sellers* be responsible or liable for or otherwise be affected for the purposes of this agreement by the future development of the *Company* (including its subsidiaries) after the date hereof.

10. **REMEDIES**

10.1 Subject to Clauses 11 and 12 below, in case a guarantee given by a *Seller* in Clause 9 (**"Guarantee"**) is incorrect, the respective *Seller* or *Sellers* shall bring about the guaranteed position, provided that only in case this cannot be effected otherwise within a reasonable period of time of no less than two months or is impossible or the respective *Seller(s)* finally refuse(s) (*verweigert ernsthaft und endgültig*) to do so, respective *Seller* or *Sellers* shall, subject to Clause 10.2, pay to *Purchaser* the amount of money necessary to put *Purchaser* in the financial position in which it would have been if the *Guarantee* had been correct.

10.2 If, in case of a violation of the title *Guarantee* in Clause 9.1(b), a *Seller* would, but for this Clause 10.2, be obliged to pay damages in an amount exceeding 10% of the *Agreed Share Price*, then such *Seller* shall instead of paying such damages have the right to repay to *Purchaser* the *Agreed Share Price* concurrently (*Zug um Zug*) against re-transfer of the *Sale Shares* to it (or any other person it may designate). (For the avoidance of doubt, the *Agreed Share Price* and the corresponding 10% threshold shall be determined separately in relation to each of the *ING Shares*, the *UniCredit Shares* and *the Indigo Shares*.)

11. **STATUTE OF LIMITATION**

All claims against any *Seller* under this agreement shall become time-barred 12 months after the *Closing Date*, provided however that the limitation period in case of a violation of the *Guarantees* in Clause 9.1(b) shall be 24 months from the *Signing Date*.

12. **LIMITATION OF LIABILITY**

12.1 Each *Seller* shall only be responsible for its own obligations. No *Seller* shall be liable or responsible to *Purchaser* for (i) any breach of any *Guarantee* or any other liability or obligation of any other *Seller* or (ii) any claim against another *Seller*. If more than one *Seller* is liable in relation to the same set of facts and circumstances, there (i) shall be only one claim arising from these facts and circumstances and (ii) these *Sellers* shall be liable as several debtors (*Teilschuldner*) therefor; the individual liability of each *Seller* for such claim shall correspond to the percentage rate reflecting the relation of the calculatory share (*anteiliger Betrag des Grundkapitals*) of each such *Seller*'s *Sale Shares* to the aggregate calculatory share of the *Sale Shares* of all *Sellers* liable for such claim, but in no case be higher than the respective *Seller*'s maximum liability under Clause 12.4. In no case shall any liability of *Sellers* for any claim, breach or obligation be a joint and several liability or responsibility of *Sellers* (*Gesamtschuldnerschaft*).

12.2 *Sellers* shall under no circumstances be liable

(a) for internal administrative and other overhead costs of *Purchaser*, *Guarantor* or the *Company*, consequential damages, loss or reduction of revenues or profits, damage to good will or damages based on an alleged inappropriateness of the *Agreed Share Price*;

(b) if *Sellers'* participation rights under Clause 14 have not been observed, unless and except to the extent *Purchaser's* failure or delay in doing so, has not increased the affected *Seller's* liability;

(c) or if after the *Closing Date* a liability is created or increased as a result of any action or absence of mitigation efforts of *Purchaser*, *Guarantor* or the *Company*.

12.3 *Purchaser* may only assert claims against any *Seller*, if and to the extent that the aggregate amount of all such claims exceeds EUR 250,000, it being understood that if this threshold is exceeded, only the exceeding amount may be claimed.

12.4 Each *Seller*'s liability under this agreement shall be limited to 10% of the *Agreed Share Price*. This limitation shall not apply in case of a violation of the *Guarantee* in Clause 9.1(b), in which case each *Seller*'s liability shall be limited to the amount of the *Agreed Share Price* paid for the *Sale Shares* affected. (For the avoidance of doubt, the *Agreed Share Price* and the corresponding 10% threshold shall be determined separately in relation to each of the *ING Shares*, the *UniCredit Shares* and *the Indigo Shares*.)

12.5 The *Parties* and *Guarantor* agree that the limitations stipulated in Clauses 11 and 12 of this agreement shall survive a rescission or other termination of this agreement and shall apply to any and all rights and remedies which *Purchaser* or *Guarantor* may have against one or more *Seller(s)* for any breach of any *Guarantee* or other (contractual or non-contractual) obligation under or in connection with this agreement, the *LOI* or in any way whatsoever otherwise arising in connection with the *Merger* and its preparation. Except for claims for specific performance of express obligations under this agreement (*primäre Erfüllungspflichten*) and damages claims for violating such claims for specific performance, all rights, claims and remedies of any legal nature that any *Party* or *Guarantor* may otherwise have against each other shall be excluded. This shall in particular apply to any right to rescind (*zurücktreten*) (other than pursuant to Clause 5) from, or otherwise terminate, this agreement or to require the winding up of the *Merger*, any claims for breach of pre-contractual obligations (*culpa in contrahendo*) including claims under Sections 241 para. 2, 311 para. 2 and para. 3 German Civil Code, any claims for breach of contract (*Schadensersatz wegen Pflichtverletzung*) including claims under Sections 280, 282 German Civil Code (unless stipulated otherwise in the foregoing sentence), any claims based on frustration of contract (*Störung der Geschäftsgrundlage*) including claims under Section 313 German Civil Code, any claims for defects of the *Sale Shares* or the business of the *Company* (including its subsidiaries) under Sections 437 to 441 German Civil Code, and any claims under tort including claims under Sections 823 et seq. BGB, provided that Clauses 12.3 and 12.4 shall not apply to claims for willful deceit (*arglistige Täuschung*) or other intentional breaches of contract (*vorsätzliche Vertragsverletzungen*).

13. GUARANTEES BY PURCHASER

13.1 *Purchaser* and *Guarantor* represent and warrant to *Sellers* in the form of a *Guarantee* (*Selbständiges Garantieversprechen*) within the meaning of Secs. 311 (1), 241 of the German Civil Code as of the *Signing Date* and as of the *Closing Date* the following:

(a) The execution and performance by each of them of this agreement is within their corporate powers and has been duly authorized by all necessary corporate actions on the part of *Purchaser* and *Guarantor*. Except as stated in Clause 6, *Purchaser* and *Guarantor* do not require any consent or governmental authorization in connection with the execution and consummation of this agreement.

(b) *Purchaser* and *Guarantor* are not aware of any material inaccuracies or omissions in information regarding the *Company* which either of them has received from either *Seller* or the *Company* itself.

13.2 In case of a violation of the guarantees contained in Clause 13.1, Clauses 10, 11, 12.2 to 12.5 and 14 shall apply *mutatis mutandis*.

13.3 Except to the extent required by mandatory law, *Purchaser* shall not, and shall cause the *Company* (including its subsidiaries) not to, raise any claims relating to actions taken prior to *Closing* against any *Seller* in its capacity as direct or indirect shareholder of the *Company*.

14. **PARTICIPATION, INFORMATION, MITIGATION**

14.1 *Purchaser* shall promptly

(a) inform *Seller 1* and, if different, the affected *Seller*, by courier or registered letter with return receipt (*Einschreiben mit Rückschein*) of any circumstance whereby it reasonably appears that any *Seller* is or may be liable to make any payment under this agreement, stating, to the extent possible, the grounds and nature of the potential claim and its estimated amount, within a period of one month from the time *Purchaser* or *Guarantor* learns of such circumstance; provided, however, that *Purchaser's* failure to give, or delay in giving, such to *Seller 1* and, if different, the affected *Seller*, will relieve the affected *Seller* of any liability or obligation under this agreement, unless and except to the extent, and only to the extent, such affected *Seller* is not prejudiced as a result of such failure or delay and *Purchaser* can show the amount by which *Seller* was not so prejudiced; and

(b) thereafter keep *Seller 1* and, if different, the affected *Seller* reasonably informed of all developments in relation thereto; and

(c) provide all such information and documentation (no matter how it is recorded or stored) as *Seller 1* or, if different, the affected *Seller* shall reasonably request in connection therewith; and

(d) ensure that the affected *Seller* (through or together with its advisers who have to be subject to market standard confidentiality agreements or a professional duty of secrecy) can investigate the basis of and the amount potentially payable with respect to a potential liability claim, provided that the right to investigate includes the right to receive all information and assistance, have access to premises and personnel during ordinary working hours and the right to examine and copy or photograph any assets, accounts, documents or records, in each case to the extent actually or potentially relating to the claim, as the affected *Seller* may reasonably request; and

(e) take, and shall cause the *Company* to take, all reasonable steps and action as are necessary or as the affected *Seller* may require in order to mitigate any claim against any *Seller* and act and cause the *Company* to act, in accordance with such request, subject to *Purchaser* and the *Company* being indemnified by the affected *Seller* against all reasonable costs and expenses incurred in connection therewith.

14.2 In circumstances where (i) a claim is made against *Purchaser* or *Company* which should reasonably be expected to give rise to a claim against a *Seller* or (ii) *Purchaser* or the *Company* should reasonably be expected to be able to recover from a third party any sum in respect of any facts or circumstances by reference to which *Purchaser* has or should be reasonably expected to have a claim against a *Seller*, *Purchaser* shall and shall procure that the *Company*, in each case prior to taking any action under this agreement, promptly and diligently take all such action as the affected *Seller* may reasonably request, including the institution of proceedings and the instruction of professional advisers approved by the affected *Seller* to act on behalf of *Purchaser* or the *Company* to avoid, dispute, resist, compromise, defend or appeal against any claim pursuant to (i) or make such recovery pursuant to (ii), as the case may be, in accordance with the instructions of the affected *Seller* to the intent that such action shall be delegated entirely to affected *Seller*.

14.3 In circumstances where a *Party* has paid to the other *Party* an amount in respect of a claim under this agreement and subsequent to the making of such payment the receiving *Party* recovers from some other person a sum which is referable to that payment, the receiving *Party* shall promptly repay to the paying *Party* an amount equal to the amount so recovered (net of costs of recovery) or, if lower, the amount paid by that paying *Party* to receiving *Party*.

14.4 If and to the extent a claim with respect to a breach of a *Guarantee* exists, all reasonable costs and expenses incurred by *Purchaser* and all costs incurred for meeting any requests of an affected *Seller* shall be borne by that *Seller* liable for such breach; if and to the extent a claim with respect to a breach of a *Guarantee* does not exist, all reasonable costs and expenses incurred by any *Seller* shall be borne by *Purchaser*.

15. PARENT GUARANTEE

15.1 *Guarantor* hereby irrevocably and unconditionally guarantees to each *Seller* the due and punctual performance and satisfaction by *Purchaser* of all obligations and liabilities *Purchaser* incurs under, as a result of or otherwise in connection with this agreement.

15.2 If any obligation of *Purchaser* under this agreement is not satisfied when due, *Guarantor* shall upon first written demand of the affected *Seller* by courier or registered letter with return receipt and in any event within three *Business Days* of receipt by *Guarantor* of such request from any affected *Seller* pay to that *Seller* whatever amount owed by *Purchaser* to that *Seller* pursuant to this agreement.

15.3 This guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by *Purchaser* under this agreement, regardless of any intermediate payment or discharge in whole or in part.

15.4 If any discharge or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of *Guarantor* under this Clause 15 will continue as if the discharge or arrangement had not occurred.

15.5 *Guarantor* and *Purchaser* hereby waive any right they may have of first requiring a *Seller* to proceed against or enforce any other right or security or claim payment from any person, including, without limitation, *Purchaser*, before claiming from *Guarantor* under this agreement.

15.6 *Guarantor* acknowledges that except for Clauses 18 and 20 of this agreement, this agreement does not create any rights of or for the benefit of *Guarantor* and that *Guarantor* shall not be entitled to claim performance of or assert any other rights under or arising out of this agreement.

16. ACKNOWLEDGEMENT OF CHANGE OF CONTROL

Purchaser acknowledges that the *Merger* will constitute a change of control under the *Senior Facility Agreement* which, among other things, will entitle the financing bank(s) to declare all or part of the outstanding amounts under such debt arrangement immediately due and payable. *Purchaser* further acknowledges that *Sellers* and/or the *Company* have notified or will notify the financing banks of the *Merger* contemplated by this agreement. *Sellers* have agreed to support *Purchaser* and the *Company* in any refinancing efforts, provided that no *Seller* shall be under any obligation or incur any liability risk or liability in relation to such agreement to support.

17. CONFIDENTIALITY

17.1 The *Parties* and *Guarantor* mutually undertake to keep *Confidential Information* (as defined below) secret and confidential vis-à-vis any third party and keep any part of this agreement confidential among themselves, except that *Confidential Information* may be disclosed:

(a) to persons affiliated with a *Party* and its officers, directors, employees and to professional advisers who have a need to know such information; or

(b) where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body or where required by the rules of any

stock exchange, regulation or law (the *Parties* expressly acknowledge that *Guarantor* is required under applicable law to disclose this entire agreement in a filing with the U.S. Securities and Exchange Commission within four *Business Days* of the *Signing Date*); or

(c) where disclosure is required in order for a *Party* or *Guarantor* to honor or enforce any provision of this agreement (or to defend against any other *Party*'s or *Guarantor*'s alleged enforcement of any provision of this agreement); or

(d) with the prior written consent of *Sellers* or *Purchaser*, respectively; or

(e) by the *Purchaser* after *Closing*.

17.2 For the purposes of Clause 17.1, **"Confidential Information"** shall mean any information relating to this agreement or to the *Company* (including its subsidiaries), in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, except to the extent that the relevant facts (i) are or become public knowledge other than as a direct or indirect result of any breach of Clause 17.1, (ii) are or were known by the relevant person before the date the information is or was disclosed to it or (iii) are lawfully obtained after that date.

17.3 No press releases or other public announcement concerning the transactions contemplated by this agreement shall be made by any *Party* or *Guarantor* unless the form and text of such announcement shall first have been approved by all other *Parties* except that – if that *Party* or *Guarantor* are required by law or by applicable stock exchange regulations to make an announcement – the aforementioned approval requirement shall not apply.

18. NOTICES

18.1 All declarations, notices or other communications hereunder (**"Notice"**) shall be done in writing in the English language and delivered by hand, by courier, by facsimile or scanned letter transmitted by email to the person at the addresses set forth in Clause 18.2, or such other addresses as may be designated by the respective *Party* or *Guarantor* to the other *Party* or the *Guarantor* in the same manner.

18.2 Any *Notice* to be given under or in connection with this agreement or the *LOI* shall be addressed as follows:

(a) if directed to *Seller 1* or *Seller 2*:

(i) Indigo Capital IV LLP, 30 King Street, London EC2V 8EH, England, Fax: +44 (0) 20 7397 1531.

(ii) with a copy to: Markus Strelow, Mayer Brown LLP, Bockenheimer Landstrasse 98-100, 60323 Frankfurt am Main, Fax +49 (0) 69 7941 100.

(b) if directed to *Seller 3*:

(i) Industrie-Beteiligungs-Gesellschaft mbH, Thomas Graf, Bockenheimer Landstrasse 10, 60323 Frankfurt am Main, Fax +49 (0) 69 718 3206.

(ii) with a copy to: Sandra Gransberger, BHF-BANK Aktiengesellschaft, Bockenheimer Landstraße 10, 60323 Frankfurt am Main, Fax +49 (0) 69 718 123545.

(c) If directed to *Purchaser* or *Guarantor*:

(i) Amerigon Europe GmbH and Amerigon Incorporated, Attn: Daniel R. Coker, 21680 Haggerty Road, Suite 101, Northville, Michigan 48167, United States of America, Fax +1 248 504 0500.

(ii) with a copy to: Peter Memminger, Milbank Tweed, Hadley & McCloy LLP, Taunusanlage 15, 60325 Frankfurt am Main, Fax +49 (0) 69 71914 3500.

18.3 Each *Party* and *Guarantor* shall communicate any change of its respective address as soon as possible in writing to the respective other parties. Until such communication, the address as hitherto shall be relevant.

18.4 The receipt of copies of *Notices* by a *Party*'s or *Guarantor*'s advisor shall not constitute or substitute the receipt of such *Notices* by the *Party* itself.

19. SERVICE OF PROCESS

19.1 Without prejudice to any other means or mode of service allowed under any relevant law, *Guarantor*

(a) hereby irrevocably appoints *Process Agent* (*Zustellungsbevollmächtigter*) for service of process (*Entgegennahme von Schriftstücken*) in relation to any proceedings before any court of the Federal Republic of Germany in connection with this agreement, and

(b) agrees that failure by *Process Agent* to notify it of the service of process (*Zustellung*) will not invalidate the service of process or proceedings concerned.

19.2 *Guarantor* undertakes to deliver to *Process Agent* without undue delay following the *Signing Date* an appointment letter in the form of Annex 19.2 (**"Appointment Letter"**) and if a person appointed as *Process Agent* ceases to hold that capacity, to appoint promptly another person domiciled in Germany as *Process Agent* in accordance with this Clause 19.

19.3 *Process Agent* hereby acknowledges its appointment. *Process Agent* shall ensure that documents to be served to *Guarantor* can validly be served by delivery to *Process Agent*. In particular, *Process Agent* shall notify each *Seller* without undue delay of any change of address, accept any documents delivered to it on behalf of any *Seller*, and fulfill any requirements of § 171 German Code of Civil Procedure (*Zivilprozessordnung - ZPO*), in particular present an original of the Appointment Letter to the person effecting the service of process in compliance with § 171 sentence 2 ZPO. *Process Agent* hereby undertakes to notify to *Sellers* any revocation or other termination of its appointment as *Process Agent*.

19.4 Unless another German address is notified to *Sellers*, documents shall be served to *Process Agent* at the following address: TMF Deutschland AG, Eschenheimer Anlage 1, 60316 Frankfurt am Main.

20. CHOICE OF LAW, VENUE

20.1 This agreement and any non-contractual rights and obligations arising out of or in connection with this agreement are subject to the laws of Germany.

20.2 The courts of Frankfurt am Main, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement.

21. INTERPRETATION, FORMALITIES, SEVERABILITY

21.1 Capitalised and italicised terms are defined within this agreement and such definitions shall apply to each and every use of such terms within the agreement.

21.2 In case of doubt, the meaning of the German expressions used in this document shall prevail over the meaning of the English expressions to which they relate.

21.3 A reference to the or this agreement implies reference to all annexes included in this agreement.

21.4 This agreement comprises the entire agreement between the *Parties* and *Guarantor* with respect to the *Merger*. Unless otherwise stated herein, any prior oral or written agreements or letters of intent, including in particular the *LOI*, that relate to the *Merger* shall be cancelled and superseded by this agreement.

21.5 A *Party*'s failure or delay to insist on strict performance of any provision of this agreement or exercise any power, right or remedy hereunder shall not operate as or be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature nor shall any single or any partial exercise of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

21.6 Changes, amendments to this agreement and waivers shall be valid only if made in writing. This shall also apply to amendments of this provision.

21.7 In the event that any provision of this agreement shall be or become invalid or unenforceable or if this agreement should show a gap, this shall not affect the validity of the remaining provisions of this agreement. In any such case, such valid and enforceable provision shall apply which the parties would have agreed upon in the light of the economic purpose pursued with this agreement, had they considered the matter when executing this agreement.

22. MISCELLANEOUS

22.1 Except as otherwise stated in this agreement, all payments under or in connection with this agreement shall be made free of all taxes, bank charges and other deductions by wire transfer of immediately available funds, value as of the relevant due date.

22.2 Except as otherwise stated in this agreement, the *Parties* and *Guarantor* shall not be entitled to exercise any right of set-off or retention right with respect to any payment to be made by them under this agreement unless their claim is finally decided by a final court judgement or arbitration award.

22.3 All (i) transfer taxes, stamp duties, registration duties, costs of share transfer (for the avoidance of doubt, such costs shall not include any costs related with the removal of the share pledge on the Seller's Shares, the refinancing of the Company's existing financing or any other similar or extraordinary items, but merely the costs for the booking of the ownership transfer for the Seller's Shares in the respective deposit accounts) and other charges and similar costs payable in connection with the execution of this agreement and the implementation of the *Merger*, and (ii) costs and fees in connection with any applicable merger control clearances (except for any *Seller's* costs of professional advisors retained by any *Seller* in connection with any filing under the *HSR Act*), shall be borne by *Purchaser*. All other costs and expenses incurred by a person in connection with this agreement (including the costs of a *Seller's* professional advisers in connection with any filing under the *HSR Act*) shall be borne by the person incurring such costs.

22.4 Except as otherwise provided herein, no *Party* nor *Guarantor* shall be entitled to assign any rights or claims under this agreement without the prior written approval of the other *Parties*, except that each *Party* and *Guarantor* may assign its rights or claims hereunder to its affiliates and *Purchaser* and *Guarantor* may assign its rights or claims hereunder to any banks financing the *Merger*.

28 February 2011

/s/ Martin Stringfellow

Indigo Capital LLP in its capacity as Manager of Indigo Capital IV LP

/s/ Martin Stringfellow

Indigo Capital LLP in its capacity as Manager of ICWET LP

/s/ Sandra Gransberger /s/ Thomas Graf

Industrie-Beteiligungs-Gesellschaft mbH

28 February 2011

/s/ Daniel R. Coker

Amerigon Incorporated

/s/ Daniel R. Coker

Amerigon Europe GmbH

/s/ Ursula Rutovitz

TMF Deutschland AG

Annex 4.1(f) – Release of Share Pledges

AGREEMENT OF RELEASE

This agreement of release of security over shares in W.E.T. Automotive Systems AG is made on l between

(1) **[Pledgee]**, l, Germany, as pledgee (**"Pledgee"**), and

(2) **Indigo Capital IV LP**, 30 King Street, London, EC2V 8EH, England, as pledgor (**"Pledgor"**).

PREAMBLE

(A) By "Kauf- und Übertragungsvertrag" of l (**"Mezzanine Purchase Agreement"**) *Pledgor* and ICWET LP purchased from *Pledgee* the full share of *Pledgee's* participation in the Mezzanine Darlehensvertrag (as defined in such *Mezzanine Purchase Agreement*). Pursuant to Clause 1.3 of the *Mezzanine Purchase Agreement Pledgee* is entitled to an "Erhöhungsbetrag" as set out in more detail therein (**"Top-Up"**).

(B) On 15 April 2010 *Pledgee* and *Pledgor* executed a "Second Ranking Securities Account Pledge Agreement" (the **"Agreement"**) to secure *Pledgee's* right to receive the *Top-Up*.

(C) *Pledgor* intends to sell and transfer the *Purchased Shares* (as defined in the *Agreement*) to a third party who is interested to acquire, inter alia, the *Purchased Shares*. *Pledgee* is prepared to release the pledge over the Pledged Items (as defined in the *Agreement*) to the extent required to permit *Pledgor* to effect the sale and transfer of the *Purchased Shares* to the envisaged purchaser.

NOW THEREFORE IT IS AGREED WHAT FOLLOWS:

1. **RELEASE OF PLEDGE**

1.1 Subject to the condition precedent stated in Clause 2 below, *Pledgee*

(a) hereby releases and terminates the pledge granted to it by *Pledgor* over the *Pledged Items* pursuant to the *Agreement*;

(b) hereby reassigns to *Pledgor* the claims assigned to it by *Pledgor* under Clause 1.3 of the *Agreement*.

1.2 *Pledgor* hereby accepts the above release and assignment.

1.3 *Pledgor* confirms its obligation not to withdraw the *Purchase Price* from the *Purchase Price Income Account* (as defined in Clause 2 below) until and except to the extent it has satisfied *Pledgee's* right to receive the *Top-Up*.

2. **CONDITION PRECEDENT**

2.1 The release and reassignment agreed in Clause 1.1 are subject to receipt of Euro l (**"Purchase Price"**) on the following account:

Account number l

Bankleitzahl 500 202 00

BHF-BANK Aktiengesellschaft, Frankfurt

IBAN: l

BIC: BHFBDEFF500

(**"Purchase Price Income Account"**),

provided that the payment instruction was not made subject to any condition, revocation or reservation.

3. **NOTICE OF TERMINATION OF PLEDGE**

Pledgee hereby authorises *Pledgor* to notify the Depository Bank (as defined in the *Agreement*) of the release and termination of the pledge, subject to the condition stated in Clause 2, stipulated herein and to perform all other acts and things required or conducive in relation thereto.

4. **CHOICE OF LAW, VENUE**

4.1 This agreement is governed by the laws of the Federal Republic of Germany. Any non-contractual rights and obligations arising out of or in connection with this *Agreement* shall also be governed by the laws of the Federal Republic of Germany.

4.2 The courts of Frankfurt am Main, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement. This Clause 4.2 is for the benefit of *Pledgee* only. *Pledgee* may start proceedings in any other court with jurisdiction.

***Pledgor*:**

Indigo Capital IV LP

Date:

By: _____ _____

(signature(s)) (name of signatory/ies)

***Pledgee*:**

[Pledgee]

Date:

By: _____ _____

(signature(s)) (name of signatory/ies)

Annex 19.2 –
Appointment of Process Agent
(*Bestellung eines Zustellungsbevollmächtigten*)

Amerigon Incorporated,

21680 Haggerty Road, Suite 101, Northville, Michigan 48167, USA

TMF Deutschland AG,

Eschenheimer Anlage 1, 60316 Frankfurt am Main

[date]

Reference:

Share Sale and Purchase Agreement dated 28 February 2011

Dear Sirs,

we hereby irrevocably appoint you as our agent for service of process in relation to any proceeding before any German court in connection with the above mentioned agreements.

Yours sincerely

Place, date

Amerigon Incorporated
(Principal)

Betreff:

Aktienkaufvertrag vom 28. Februar 2011

Sehr geehrte Damen und Herren,

hiermit bevollmächtigen wir Sie unwiderruflich, sämtliche Schriftstücke, die uns im Zusammenhang mit Verfahren vor deutschen Gerichten in Verbindung mit dem oben genannten Verträgen zugestellt werden sollen, entgegenzunehmen.

Mit freundlichen Grüßen

Ort, Datum

Amerigon Incorporated
(Vollmachtgeber)

(Signature(s) of Guarantor)

Exhibit 10.2

Execution Version

Business Combination Agreement

by and between

W.E.T. Automotive Systems Aktiengesellschaft,
Rudolf-Diesel-Str. 12, 85235 Odelzhausen, Germany
(hereinafter "**W.E.T.**" or the "**Company**", as the case may be),

Amerigon, Inc.,
21680 Haggerty Road, Suite 101 Northville, Michigan 48167, USA
(hereinafter "**Amerigon**"),

and

Amerigon Europe GmbH,
Ulmer Strasse 160b, 81656 Augsburg, Germany
(hereinafter "**Amerigon Europe**" or the "**Bidder**", as the case may be,
and with W.E.T. and Amerigon each of them a "**Party**" and collectively the "**Parties**").

Preamble

1. W.E.T. is a German stock corporation (*Aktiengesellschaft*) with its seat in Odelzhausen, Germany, registered with the commercial register at the local court of Munich under HRB 119793. The Company is one of the leading suppliers of seat climate technology, automobile seat heaters and automotive cable technology.
2. The nominal share capital of the Company amounts to EUR 9,600,000.00 and is divided into 3,200,000 bearer shares without par value (the "**Shares**"). The Shares are admitted for trading at the regulated market at the Frankfurt Stock Exchange (General Standard) and are traded under ISIN DE0005081608. In addition, the Shares are traded at the stock exchanges of Berlin, Stuttgart, Dusseldorf, Hamburg and Munich.
3. Indigo Capital IV L.P., London ("**Indigo Capital**"), is the owner of 926,497 Shares (the "**IC-Shares**"), ICWET L.P., London ("**ICWET**"), is the owner of 1,075,866 Shares (the "**ICWET-Shares**"), and Industrie-Beteiligungs-Gesellschaft mbH, Frankfurt ("**IBG**", together with Indigo Capital and ICWET the "**Sellers**"), is the owner of 295,300 Shares (the "**IBG-Shares**", together with the IC-Shares and the ICWET-Shares the "**Sale Shares**"). The proportion of voting rights of Indigo Capital in the Company amounts to 30.48 %, the proportion of voting rights of ICWET amounts to 35.39 % and the proportion of voting rights of IBG amounts to 9.71 %. A number of 159,988 Shares are held by the Company in treasury stock which do not carry voting rights; this corresponds to a proportion of the share capital of 4.99 % (the "**Treasury Stock**").

4. Amerigon is a corporation incorporated under the laws of Michigan, USA. Amerigon is a leader in developing products based on advanced thermoelectric technologies for a wide range of global markets and applications. The common stock of Amerigon is quoted at NASDAQ under "ARGN".

5. Amerigon Europe is a German limited liability company (*Gesellschaft mit beschränkter Haftung*) with its seat in Augsburg, registered with the commercial register at the local court of Augsburg under HRB 25596. All shares in Amerigon Europe are held by Amerigon.

6. The Parties wish to combine their businesses and to settle a US-patent litigation which is currently pending between them. In order to do so, Amerigon is interested in acquiring through the Bidder, and the Bidder is interested in acquiring itself, the Sale Shares from the Sellers. The Sellers are interested in selling the Sale Shares to the Bidder. Therefore, Amerigon and the Sellers have signed, on 14 January 2011, a Letter of Intent in which Amerigon has confirmed its intention to enter into a binding agreement for the acquisition of the Sale Shares from the Sellers at a price of EUR 40.00 per Share (the "**Letter of Intent**").

7. Amerigon intends, after entering into an agreement with the Sellers, to have the Bidder acquire the Sale Shares and to have the Bidder make a voluntary public offer for all Shares other than the Sale Shares which the Company has issued (the "**Remaining Shares**" and the "**Tender Offer**", respectively, and the acquisition of the Sale Shares by the Bidder and the Tender Offer collectively the "**Transaction**"). Therefore, equally on 14 January 2011, Amerigon and the Company have signed a Letter of Interest in which Amerigon has expressed its interest to carry out the Transaction and to make a voluntary tender offer for the Remaining Shares at a price of at least EUR 40.00 per Share (the "**Letter of Interest**" and the price per Remaining Share of at least EUR 40.00 the "**Minimum Offer Price**"). The intentions of Amerigon and the Bidder with regard to the future business activity of the Company in the sense of Sec. 11 para. 2 sentence 3 no. 2 of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*, *WpÜG*) are set out in Sec. IV. of this agreement (the "**BCA**" or the "**Agreement**").

8. According to both, the Letter of Intent and the Letter of Interest, Amerigon has received letters from financing sources indicating a high likelihood of raising the equity funds and securing the debt financing necessary to complete the Transaction.

9. Prior to the signing of this Agreement, Amerigon and its advisors have carried out a limited due diligence with regard to the Company in the course of which they have assessed the financial, commercial, legal, factual and other circumstances of the Company and its business (the "**Due Diligence**"). As a result of the Due Diligence, Amerigon has made its own evaluation of the Transaction and has resolved to carry out the Transaction on the terms set forth in this Agreement.

10. Prior to the signing of this Agreement, the management board of the Company (the "**W.E.T. Management Board**") has, to the extent possible and based on the information available to it, extensively and comprehensively evaluated the Transaction and its foreseeable consequences to both, the Company and its shareholders. As of the signing of this Agreement, the W.E.T. Management Board is of the opinion that the Transaction is in the best interest of the Company and its shareholders. In particular, after taking into consideration the intentions of Amerigon and the Bidder with regard to the future business activity of the Company as set out in this Agreement, the W.E.T. Management Board is of the opinion that, as of the signing of this Agreement, the Minimum Offer Price is fair and appropriate.

11. In order to independently verify its assessment regarding the financial fairness and appropriateness of the Minimum Offer Price, the W.E.T. Management Board intends to have a fairness opinion submitted by an independent financial institution or audit firm (the "**Fairness Opinion**") prior to issuing its reasoned opinion according to Sec. 27 of the German Securities Acquisition and Takeover Act.

12. Based on the aforementioned, in particular taking into account their independent assessment and evaluation of the Transaction, the Parties wish to proceed with and accomplish the Transaction. Accordingly, by entering into this Agreement, the Parties intend to establish the basic elements of the Transaction, in particular, but not limited to, *(i)* the structure of the Transaction and the terms and conditions of the Tender Offer (Sec. I.), *(ii)* the promotion and assistance of the Transaction by the W.E.T. Management Board to the extent legally permissible (Sec. II.), *(iii)* the future corporate structure of Amerigon and the Company, including, but not limited to, the organization and composition of their legal representative bodies (Sec. III.), *(iv)* the intentions of Amerigon and the Bidder with regard to the future business activity of the Company (Sec. IV.), and *(v)* the necessary filings in connection with the Transaction, in particular filings with the competent anti-trust authorities (Sec. V.).

NOW, THEREFORE, the Parties hereby agree as follows:

I.
Structure of the Transaction,
Terms and Conditions of the Tender Offer

1. The Transaction shall be effected by *(i)* the sale and transfer of the Sale Shares from the Sellers to the Bidder as set forth in para. 2 below, and *(ii)* - subject to para. 10. below - the Tender Offer which will be made by the Bidder in the form of a voluntary takeover bid (*freiwilliges Übernahmeangebot*) according to Secs. 29 *et seq.* of the German Securities Acquisition and Takeover Act.

2. The sale and transfer of the Sale Shares from the Sellers to the Bidder will be effected in accordance with the terms and conditions of a share purchase agreement entered into,

at the latest on the Target Date (as defined below), between *(i)* the Bidder, *(ii)* Amerigon, and *(iii)* the Sellers (the "**SPA**"). The SPA will provide that the Bidder may request, after the publication of the Offer Document (as defined below), from the Sellers, at its sole discretion, that the Sale Shares shall be tendered into the Tender Offer instead of being transferred to the Bidder under the SPA, in which case the term "**Remaining Shares**" shall then include the Sale Shares, and the term "**Remaining Shareholders**" shall include the Sellers. A draft version of the SPA is attached to this Agreement as **Annex I.2**.

3. The Bidder will prepare an offer document for the Tender Offer in accordance with the laws of the Federal Republic of Germany, in particular, but not limited to, the provisions of the German Securities Acquisition and Takeover Act and the respective subordinate legislation (the "**Offer Document**"). The Offer Document will reflect the terms and conditions for the Tender Offer as set forth in this Agreement, mainly, but without limitation to, the structure of the Transaction, the Minimum Offer Price, the Tender Offer Conditions (as defined below), the future corporate structure of W.E.T. and Amerigon, the intentions of Amerigon and the Bidder with regard to the future business activity of the Company, the financing of the Transaction as well as the tender offer procedure and the timing of the Transaction.

4. The Bidder will use its commercially reasonable efforts to submit the Offer Document to the German Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, *BaFin*, the "**FSA**") within four weeks after the publication of its decision to make the Tender Offer according to Sec. 10 para. 1 of the German Securities Acquisition and Takeover Act (the "**Tender Offer Announcement**"), at the latest on 28 March 2011 or, if the FSA will grant an extension of this four weeks period, at such time as indicated by the FSA in its decision on the extension request or as otherwise accepted by the FSA as the latest possible date for submission (the "**Tender Offer Submission Date**"). The Parties acknowledge that if the Bidder fails - due to a lack of secured financing - to submit the Offer Document to the FSA by the Tender Offer Submission Date this Agreement may be terminated pursuant to Sec. VI, but that neither the Bidder nor Amerigon shall have any liability whatsoever resulting from failure to submit such document by such date.

5. The Bidder will publish the Offer Document in accordance with Sec. 14 para. 3 sentence 1 of the German Securities Acquisition and Takeover Act immediately after approval of the Offer Document by the FSA, at the latest within three bank working days (the "**Offer Publication Date**") in Frankfurt a. M., Germany, after expiry of the review period (without the FSA having prohibited the Tender Offer) according to Sec. 14 para. 2 sentence 1 of the German Securities Acquisition and Takeover Act.

6. According to the Offer Document, the price per Remaining Share will be the Minimum Offer Price of at least EUR 40.00. The Minimum Offer Price will be paid to the shareholders of the Remaining Shares (the "**Remaining Shareholders**") in cash. The Tender Offer will only and exclusively be subject to the conditions of *(i)* the Bidder acquiring Shares in the Company (including the Sale Shares) which correspond to 71.80 per cent

of the total number of all issued Shares in the Company (including, for the avoidance of doubt, the Treasury Stock), and *(ii)* the receipt of all necessary clearances by US, European and other regulatory authorities, including, but not limited to, cartel clearance (the "**Tender Offer Conditions**").

7. It is currently envisaged that the Offer Document will provide for an acceptance period for the Tender Offer of four weeks after the publication of the Offer Document according to Sec. 14 para. 3 sentence 1 of the German Acquisitions and Takeover Act (Sec. 16 para. 1 of the German Securities Acquisition and Takeover Act), followed by the additional acceptance period of two weeks according to Sec. 16 para. 2 of the German Securities Acquisition and Takeover Act (the "**Additional Acceptance Period**").

8. The consummation of the Transaction, consisting in the transfer *in rem* to the Bidder of *(i)* the Sale Shares in accordance with the terms and conditions of the SPA (in case such Sale Shares have not been tendered into the Tender Offer), and *(ii)* the Remaining Shares for which the Tender Offer was accepted (the "**Closing**"), shall take place without undue delay after the expiry of the Additional Acceptance Period, provided, however, that the Tender Offer Conditions have been met.

9. Amerigon is currently taking steps to ensure that the necessary financial means for the financing of the Transaction are at the Bidder's disposal, when the respective obligations are due. As required by Sec. 13 para. 1 sentence 2 of the German Securities Acquisition and Takeover Act, the Bidder will provide the written confirmation of an independent investment services provider (*unabhängiges Wertpapierdienstleistungsunternehmen*) to be determined, that it has taken such measures which are necessary to ensure that the necessary means to perform its obligations under the Tender Offer are at its disposal when the consideration is due (the "**Financing Confirmation**").

10. In case Amerigon respectively the Bidder is not able to meet the timeline set forth in preceding paras. 3 through 5 above, but nevertheless acquires "control" within the meaning of Sec. 29 para. 2 of the German Securities Acquisition and Takeover Act pursuant to the consummation of the SPA, Amerigon shall be obliged to make a mandatory tender offer in accordance with Secs. 35 *et seq.* of the German Securities Acquisition and Takeover Act, but shall not assume any other liability towards the Company, W.E.T Management Board or any other third party in that respect.

II.
Promotion and Assistance of the Transaction by the W.E.T. Management Board

1. Based on its evaluation of the Transaction as set out in Sec. 9. of the Preamble to this Agreement, the W.E.T. Management Board, as of the signing of this Agreement, supports the Tender Offer and the Transaction.

2. Subject to its duties and responsibilities according to German statutory law, mainly its

fiduciary duties, duties of loyalty and duties of care according to Sec. 93 of the German Stock Corporation Act, as well as the needs and requirements according to the German Securities Acquisition and Takeover Act and subordinate legislation (the "**Legal Requirements**"), and further subject to the conditions that, as of the publication of the W.E.T. Management Board's reasoned opinion according to Sec. 27 of the German Securities Acquisition and Takeover Act (the "**W.E.T. Management Opinion**"),

2.1 the circumstances and assumptions based on which the W.E.T. Management Board has made its evaluation of the Transaction and its foreseeable consequences to the Company and its shareholders as set out in Sec. 9. of the Preamble to this Agreement have not materially changed; and

2.2 the Tender Offer is made in accordance with this Agreement and German statutory law, and the Offer Document reflects the terms and conditions for the Tender Offer as set forth in this Agreement; and

2.3 the Fairness Opinion concludes that the Minimum Offer Price offered to the Remaining Shareholders in the Offer Document is fair and appropriate as of the publication of the W.E.T. Management Opinion; and

2.4 the Financing Confirmation was provided by the Bidder in accordance with Sec. 13 para. 1 sentence 2 of the German Securities Acquisition and Takeover Act (paras. 2.1 through 2.4 above collectively the "**Support Conditions**"),

the W.E.T. Management Board will, as part of the W.E.T. Management Opinion, confirm that in its opinion the Minimum Offer Price is fair and appropriate and that it supports the Tender Offer and the Transaction and recommends to the Remaining Shareholders to accept the Tender Offer.

3. The circumstances and assumptions based on which the W.E.T. Management Board has made its evaluation of the Transaction and its foreseeable consequences to the Company and its shareholders as set out in Sec. 9. of the Preamble to this Agreement shall be deemed to have materially changed (in the sense of para. 2.1 above), *inter alia*, but not exclusively, in case a third party has, without hereunto having been solicited or encouraged by the W.E.T. Management Board, publicly announced or published a competing tender offer (a "**Competing Tender Offer**") which the W.E.T. Management Board, after having extensively and comprehensively evaluated the Competing Tender Offer and its foreseeable consequences to both the Company and its shareholders, considers superior to the Tender Offer.

4. The terms of this Agreement and of the Letter of Interest do not restrict the rights and duties of the W.E.T. Management Board and of the Company, or any other rights and obligations of the W.E.T. Management Board and of the Company under the Legal Requirements, to extensively and comprehensively evaluate a publicly announced or published Competing Tender Offer and its foreseeable consequences to both the Company

and its shareholders, taking into account all relevant facts and circumstances, and to assess whether the Competing Tender Offer is preferable to the Tender Offer and, should this be the case, to establish that, in the opinion of the W.E.T. Management Board, the Competing Tender Offer is superior to the Tender Offer, *inter alia*, but not limited to, in press releases or in the reasoned opinion to the Competing Tender Offer according to Sec. 27 of the German Securities Acquisitions and Takeover Act.

5. Subject to the Legal Requirements and as long as the Support Conditions are satisfied, the W.E.T. Management Board shall not revoke, or modify, the W.E.T. Management Opinion until the expiry of the Additional Acceptance Period.

6. Subject to the Legal Requirements and as long as the Support Conditions are satisfied, the W.E.T. Management Board shall recommend, and positively refer to, the Tender Offer and the Transaction in any communication with its shareholders, other stakeholders of the Company and in publications, events or speeches addressed to the public such as interviews, roadshows, press conferences or the like.

7. Subject to the Legal Requirements and as long as the Support Conditions are satisfied, the W.E.T. Management Board shall not, without approval of the Bidder, *(i)* exercise any authorized capital within the meaning of Sec. 202 of the German Stock Corporation Act or support the issuance of any stock options or similar instruments which entitle its owner to acquire or subscribe to shares in the Company or *(ii)* dispose of any part or all of the Treasury Stock, or acquire (directly, or indirectly, by itself, its subsidiaries or a third person acting on behalf of any of it or them) any new treasury stock or conclude (directly, or indirectly, by itself, its subsidiaries or a third person acting on behalf of any of it or them) any agreement within the meaning of Sec. 31 para. 6 of the German Securities Acquisitions and Takeover Act.

8. Subject to the Legal Requirements, the Company shall schedule the next shareholders' meeting of the Company to take place not earlier than 14 July 2011.

9. The Company hereby warrants to the Bidder that there are no material inaccuracies of the financial information published by the Company which are known to the W.E.T. Management Board.

III.
Future Corporate Structure of Amerigon and W.E.T.

1. The Parties agree that both, the Bidder and the Company, shall remain separate corporate entities also after the Closing. The Parties acknowledge that, according to the ruling of the FSA (*Bescheid*) dated 31 March 2010, the Company may not distribute dividends to its current shareholders until 30 September 2012 (the "**Dividend Ban**"). The Parties are of the joint opinion that the Dividend Ban does not apply to dividends resolved upon in a shareholders' meeting following the Closing, *i.e.* after the Bidder has acquired control over the Company. Amerigon and the Bidder will not vote for a dividend payment of

more than EUR 2.00 per Share in any shareholders' meeting of the Company prior to the DPLTA Effective Date (as defined below).

2. Subject to approval of the respective corporate bodies, in particular the shareholders' meeting of the Company, the Bidder and the Company shall enter, after the Closing, into a domination and profit transfer agreement within the meaning of Secs. 291 *et seq.* of the German Stock Corporation Act (*Beherrschungs- und Gewinnabführungsvertrag im Sinne der §§ 291 ff. AktG*) to be agreed upon between the Company and the Bidder in due course and good faith (the "**Domination and Profit Transfer Agreement**"). The Domination and Profit Transfer Agreement shall be submitted for approval to the Company's shareholders' meeting, if possible, during 2011. The Domination and Profit Transfer Agreement will become effective upon its registration with the commercial register of the Company (the "**DPLTA Effective Date**").

3. The Parties agree that the current composition of the W.E.T. Management Board shall, for the duration of their respective service agreements (*Anstellungsvertrag*), remain unaffected after the Closing. Accordingly, Amerigon and the Bidder hereby undertake, notwithstanding the provisions in Sec. 3 below, *(i)* to refrain from any legal or factual act in order to effect a premature termination of the appointment (*Bestellung*) and / or service agreement (*Anstellungsvertrag*) of any member of the W.E.T. Management Board, and *(ii)* to make best efforts, as far as legally permissible, that representatives of Amerigon or the Bidder, who are members of a corporate body of the Company, do not take, induce or support any such legal or factual act; Sec. 84 para. 3 of the German Stock Corporation Act remains unaffected.

4. The Parties agree that it is their common understanding that the Company, represented by the supervisory board, and the current members of the W.E.T. Management Board enter into new service agreements as of the DPLTA Effective Date. The Parties undertake to make best efforts, as far as legally permissible, that the current service agreements of the members of the W.E.T. Management Board are amended prior to the signing of the Domination and Profit Transfer Agreement in such way that each member of the W.E.T. Management Board shall be entitled to resign from his office and terminate his service agreement with effect as of the DPLTA Effective Date in case the Company and the respective member of the W.E.T. Management Board have not, prior to the DPLTA Effective Date, agreed upon the contents and conclusion of a new service agreement. The termination has to be declared within two weeks following the DPLTA Effective Date. In such case of a termination of his service agreement by a member of the W.E.T. Management Board, the termination shall become effective two months following the DPLTA Effective Date and the respective member of the W.E.T. Management Board shall be entitled to the payment of the remuneration (*Gesamtvergütung*) for the remaining term of his current service agreement and his appointment as member of the W.E.T. Management Board, assuming an achievement of 100 per cent (*Zielerreichung von 100 %*) with regard to any and all bonuses, royalties (*Tantiemen*) or other performance-related parts of his remuneration.

5. In order to secure the corporate powers of the current members of the W.E.T. Management Board after the DPLTA Effective Date, the Parties agree that the current CEO of the Company, Mr. Caspar Baumhauer, shall, at the DPLTA Effective Date, and as far as legally permissible, in particular according to German statutory law or applicable US law, become board member of Amerigon.

IV.
Intentions of Amerigon and the Bidder with regard to the Future Business Activity of W.E.T.

1. The Company shall persist as a stand-alone, publicly listed company in the form of a German stock corporation (*Aktiengesellschaft*), unless a squeeze-out procedure is consummated pursuant to the German Stock Corporation Act or the German Securities Acquisition and Takeover Act. Accordingly, prior to the DPLTA Effective Date, neither the Bidder nor Amerigon, nor any other person affiliated with Amerigon in the sense of Secs. 15 *et seq.* of the German Stock Corporation Act, nor any person qualifying as "person acting in concert" with Amerigon or the Bidder in the sense of Sec. 2 para. 5 sentence 1 of the German Securities Acquisition and Takeover Act (*gemeinsam handelnde Person*) will exercise a dominating influence on the Company (*beherrschenden Einfluss ausüben*). Subject to the foregoing sentences, the Bidder, Amerigon, any other person affiliated with Amerigon in the sense of Secs. 15 *et seq.* of the German Stock Corporation Act, and all persons qualifying as a "person acting in concert" with Amerigon or the Bidder in the aforementioned sense will respect the autonomy of the Company in accordance with Secs. 311 *et seq.* of the German Stock Corporation Act, and all deliveries and services (*Liefer- und Leistungsbeziehungen*) between them and the Company and persons affiliated with the Company in the sense of Secs. 15 *et seq.* of the German Stock Corporation Act will be rendered on customary market terms at arms' length conditions.

2. Amerigon entirely supports and trusts in the current business model of the Company and the W.E.T. Management Board. After the Closing, the current W.E.T. Management Board shall continue to run the business of the Company in accordance with its legal obligations, taking into account the best interest of all stakeholders in the Company.

3. Amerigon and the Bidder have the following intentions with regard to the future business activity of the Company (which the Bidder will describe correspondingly and in market-customary terms in the Offer Document according to Sec. 11 para. 2 sentence 3 no. 2 of the German Securities Acquisition and Takeover Act):

   3.1 The seat of the Company, both the statutory and the administrative seat (*Satzungssitz und Verwaltungssitz*), shall remain in Odelzhausen. Amerigon and the Bidder do not intend to make significant changes or amendments to the Company's business branches and overall product portfolio, its subsidiaries or business sites, as well as its organizational and administrative structure until the DPLTA Effective Date. The same applies to the overall working conditions of the employees

of the Company and its subsidiaries, as well as to the existing employees' representations.

3.2 Except for the conclusion of the Domination and Profit Transfer Agreement and potential measures taken thereunder, Amerigon and the Bidder do not intend to increase the aggregate amount of financial liabilities of the Company.

4. Amerigon assists and supports the Company's actual and future growth strategy, and it has sufficient financial means at its disposal to support this strategy as a stable and reliable financing partner. Accordingly, Amerigon is open, subject to a positive decision of its responsible corporate bodies in each case, to participate in future financing measures of the Company which are necessary to implement the Company's strategy. In particular and subject to the Company's reasonable cooperation, Amerigon undertakes to secure the necessary bank financing of the Company in a seamless manner following the Closing.

5. Amerigon and the Bidder hereby undertake vis-à-vis the Company for a period of twelve months after the publication of the final acceptance level of the Tender Offer according to Sec. 23 para. 1 sentence 1 no. 3 of the German Securities Acquisition and Takeover Act upon expiry of the Additional Acceptance Period

(i) not to dispose over the Shares held by them to an individual third party, to a person affiliated with such individual third party in the sense of Secs. 15 *et seq.* of the Geman Stock Corporation Act, or to a person which qualifies as a "person acting in concert" with such individual third party in the sense of Sec. 2 para. 5 sentence 1 of the German Securities Acquisition and Takeover Act (with the disposal of Shares via a stock exchange or to several third parties being permitted),

(ii) not to accept a tender offer with regard to the Shares by any such party, and

(iii) not to undertake vis-à-vis any such party to accept a tender offer with regard to the Shares, if and as long as *(y)* the management board and the supervisory board of the Company do not approve such tender offer (*i.e.* in a press release or in their reasoned opinion according to Sec. 27 para. 1 of the German Securities Acquisition and Takeover Act recommend to reject the offer, and do not withdraw such disapproval in a subsequent reasoned opinion), and *(z) (1)* the current members of the W.E.T. Management Board remain in their offices, *(2)* no further financial liabilities are taken up by the Company, *(3)* the dividend policy of the Company is not materially changed or amended (except for in accordance with the Domination and Profit Transfer Agreement or as indicated in Section 3 No. 1 above), and *(4)* no disposal of essential subsidiaries or business units is announced.

Amerigon will procure that all persons affiliated with it in the sense of Secs. 15 *et seq.* of the German Stock Corporation Act, in particular, the Bidder will comply with the obligations pursuant to this Sec. IV.5.

V.
FSA, Cartel Clearance

1. The Bidder and, subject to the Legal Requirements and as long as the Support Conditions are satisfied, the Company will make all necessary filings, applications and announcements or statements vis-à-vis the FSA, in order to obtain approval of the Offer Document and to carry out and accomplish the Transaction.

2. The Parties will co-operate and make commercially reasonable efforts to obtain all necessary anti-trust approvals in a timely manner, in particular US anti-trust approval by the Federal Trade Commission (FTC) or the U.S. Department of Justice, as the case may be, and for that purpose undertake to provide all necessary data, documents and other relevant information.

3. If and to the extent the granting of anti-trust approval, in any relevant jurisdiction, is made subject to conditions or impositions (*Bedingungen oder Auflagen*) by the competent anti-trust authority, and these conditions and impositions must be satisfied by the Bidder or by persons affiliated with the Bidder in the sense of Secs. 15 *et seq.* of the German Stock Corporation Act, the Bidder shall have the option, and shall consider in good faith, to satisfy these conditions or impositions at its own expense and risk or to instruct the respective affiliated person to satisfy the conditions and impositions correspondingly. For the avoidance of doubt, it is hereby clarified that *(i)* the aforementioned obligation to satisfy conditions or impositions is not incumbent on the Company or persons affiliated with the Company in the sense of Secs. 15 *et seq.* of the German Stock Corporation Act; provided, however, that (y) the Company shall nevertheless remain obligated under para. 2 above concerning cooperation in connection with efforts to obtain all anti-trust approvals and (z) if the Company or persons affiliated with the Company in the sense of Secs. 15 *et seq.* of the German Stock Corporation Act are requested in connection with any such anti-trust approval to pay or commit to pay any material amount of cash or other consideration, the Bidder shall be given the opportunity to make such payments or commitment on behalf of the Company or affiliated persons, and *(ii)* in no event shall the obligation of the Bidder under this section apply to such conditions or impositions which (y) are economically not reasonable (*wirtschaftlich unzumutbar*) to the Bidder or the respective affiliated persons or (z) alter the fundamental nature of the Transaction (including, but not limited to, requiring a sale, divestiture or other disposal of any assets or business).

VI.
Term, Termination

1. This Agreement shall enter into force as of the day of its execution and shall have a duration until the earlier of *(i)* 18 months from the date hereof and *(ii)* the DPLTA Effective Date. It may be terminated by mutual written consent of the Parties and unilaterally by giving written notice with immediate effect

1.1 by either Party if the SPA is not entered into at the latest on 28 February 2011 (the "**Target Date**"),

1.2 by the Company if *(i)* the Bidder has not made the Tender Offer Announcement by the Target Date at the latest, *(ii)* the Bidder has not submitted the Offer Document to the FSA by the Tender Offer Submission Date at the latest, *(iii)* the Bidder has not published the Offer Document by the Offer Publication Date at the latest, *(iv)* insolvency proceedings are opened over the assets of Amerigon or the Bidder, or *(v)* the opening of insolvency proceedings over the assets of Amerigon or the Bidder is rejected due to lack of sufficient funds,

1.3 and by Amerigon if *(i)* the Bidder has not submitted the Offer Document to the FSA by the Tender Offer Submission Date at the latest, *(ii)* insolvency proceedings are opened over the assets of the Company or *(iii)* the opening of insolvency proceedings over the assets of the Company is rejected due to lack of sufficient funds.

2. In the event of termination of this Agreement all further obligations of the Parties under this Agreement will terminate, except as otherwise set forth in this Agreement and except that the duties and obligations of the Parties under Secs. VII., VIII. and IX. below ("**Confidentiality**", "**Notices**" and "**Miscellaneous**") remain unaffected; provided, however, that if termination is declared by one Party because of the breach of this Agreement by another Party, or because one or more of the conditions to the terminating Party's obligations under this Agreement have not been satisfied as a result of another Party's failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal remedies will survive such termination unimpaired.

3. In the event of termination of this Agreement each Party shall deliver to the respective other Party all documents, working papers and other materials furnished to it by the respective other Party in connection with the Transaction, irrespective of whether such materials have been furnished before or after the date of this Agreement.

VII.
Confidentiality

1. Unless otherwise provided for in this Agreement, the Parties shall keep the content and the existence of this Agreement strictly confidential (the "**Duty of Confidentiality**"). Any announcement or publication by either Party with respect to the content and the existence of this Agreement may only be made with the prior written consent of the respective other Party. The Duty of Confidentiality does not apply to

(i) such publications, announcements and *ad hoc*-announcements to which a Party is obliged by mandatory law, in court proceedings, administrative proceedings or other proceedings based on mandatory law or regulations (the Parties expressly acknowledge that Amerigon and/or the Bidder are required under applicable law to

disclose this Agreement in a filing with the U.S. Securities and Exchange Commission within four business days from the date of this Agreement, to the FSA and parts thereof in the Offer Document and related filings). In such case, the respective Party shall - to the extent legally permissible - inform the respective other Party immediately and in any case prior to the respective publication or announcement and agree upon a further course of action with the other Party, or

(ii) any information which is already publicly known as of the date of this Agreement or becomes thereafter publicly known, other than as a result of a disclosure by either Party in violation of this paragraph.

2. Notwithstanding the aforementioned, the duties and obligations of each Party, in particular the duty of confidentiality, according to the Letter of Interest shall remain unaffected.

VIII.
Notices

Any notice or other declaration in connection with this Agreement must be made in writing and must be transmitted to the following persons by registered mail with return receipt or by telefax under the following addresses:

1. If to Amerigon:

   Dan Coker
   Amerigon, Inc.
   21680 Haggerty Road, Suite 101
   Northville, Michigan 48167, USA
   Telefax: +1 248 348 3734

   with a copy to:

   Peter Memminger/Dr. Christoph Rothenfusser
   Milbank, Tweed, Hadley & McCloy LLP
   Taunusanlage 15
   D - 60325 Frankfurt am Main
   Telefax: + 49 69 71 914 3500.

2. If to the Company:

   Caspar Baumhauer (CEO)/Thomas Liedl (CFO)
   W.E.T. Automotive Systems Aktiengesellschaft
   Rudolf-Diesel-Str. 12
   D - 85235 Odelzhausen
   Telefax: +49 8134 933 401

with a copy to:

Dr. Wolfgang Grobecker
P+P Pöllath + Partners
Kardinal-Faulhaber-Str. 10
D - 80333 München / Munich
Telefax: + 49 89 24 240 996.

IX.
Miscellaneous

1. Each Party shall bear its own costs and expenses in connection with this Agreement and the Transaction.
2. Amerigon hereby undertakes vis-à-vis the Company to procure that the Bidder complies with all duties and obligations incumbent on it pursuant to the terms of this Agreement.
3. All amendments to this Agreement (including any amendment to this clause) must be made in writing, unless a stricter form is required by mandatory law.
4. This Agreement contains all agreements among the Parties in regard of the subject matter hereof. No side or other agreements have been entered into by the Parties with regard to the subject matter of this Agreement.
5. In the event any provision hereof or part thereof is for any reason held to be or becomes invalid or unenforceable, the validity of the remaining provisions hereof shall not be affected or impaired thereby. Instead of the invalid or unenforceable provision hereof or part thereof, such valid and enforceable provision or part thereof shall be deemed to be agreed upon which most closely corresponds to the intended economic purpose of the invalid or unenforceable provision or part thereof. The same shall apply to any supplementary interpretation of any of the terms of this Agreement (*ergänzende Vertragsauslegung*).
6. This Agreement shall be subject to the laws of the Federal Republic of Germany, without giving effect to the German rules on conflicts of laws. Any disputes arising out of or in connection with this Agreement shall be, to the extent legally permissible, subject to the exclusive jurisdiction of the courts of Frankfurt.

Odelzhausen, this 28 February 2011

/s/ Caspar Baumhauer /s/ Thomas Liedl

W.E.T. Automotive Systems Aktiengesellschaft,
duly represented by
Caspar Baumhauer, CEO

Northville, this 28 February 2011

/s/ Daniel R. Coker

Amerigon, Inc.
duly represented by
Dan Coker

Northville, this 28 February 2011

/s/ Daniel R. Coker

Amerigon Europe GmbH
duly represented by
Dan Coker

Annex I.2.

[See Exhibit 10.1 filed with this Current Report on Form 8-K]

Exhibit 99.1

AMERIGON Advanced Thermoelectric Solutions

NEWS RELEASE for February 28, 2011

Contact: Allen & Caron Inc
Jill Bertotti (investors)
jill@allencaron.com
Len Hall (media)
len@allencaron.com
(949) 474-4300

AMERIGON ANNOUNCES AGREEMENT TO ACQUIRE A MAJORITY INTEREST IN W.E.T. AUTOMOTIVE SYSTEMS

Amerigon Intends to Launch a Tender Offer for Remaining Shares

NORTHVILLE, MICHIGAN, U.S.A. AND ODELZHAUSEN, GERMANY (February 28, 2011) . . . Amerigon Incorporated (NASDAQ-GS: ARGN) ("Amerigon" or the "Company") today announced that it had entered into a purchase agreement with shareholders representing 75.6% of the voting shares of W.E.T. Automotive Systems (W.E.T.), a publicly-traded German company located in Odelzhausen, Germany. Under the terms of the agreement, Amerigon would purchase all of the shares held by such shareholders at a price of €40 per share (or $55 per share at a €/$1.37 exchange rate). Concurrent with such transaction, Amerigon intends to launch a tender offer for the remaining voting shares of W.E.T. at the same price. Based on the 3,040,000 voting shares in W.E.T. presently outstanding, the transaction would value W.E.T. at €121.6 million (or $166.6 million at a €/$1.37 exchange rate). W.E.T.'s reported worldwide revenues for the year ended December 31, 2010 were approximately €227 million (or $311 million at a €/$1.37 exchange rate).

The closing of the share acquisition under the purchase agreement is contingent upon, among other things, Amerigon securing all necessary financing, including with respect to the tender offer, and providing the German Financial Supervisory Authority with documentation of such financing, as required by German law. The agreement is further contingent upon receiving all necessary approvals by the appropriate regulatory authorities in the countries where Amerigon and W.E.T. operate. The €40 price for W.E.T. shares is a 52% premium over a volume-weighted average trading price of W.E.T.'s shares over the past three months of €26. The purchase agreement and the planned tender offer have the approval of the Supervisory Board of W.E.T. and of its Management Board.

Amerigon and W.E.T. are presently engaged in lawsuits concerning intellectual property. They have agreed to jointly apply to the applicable court for a temporary suspension of proceedings pending successful completion of the acquisition.

Dan Coker, President and Chief Executive Officer of Amerigon said "W.E.T. is an outstanding company with a strong global presence. We believe that the two companies, with their respective strengths and working together, will be an even more responsive supplier to their customers and an even more effective developer of new products incorporating their respective technologies."

Caspar Baumhauer, Chief Executive Officer and Member of the Management Board of W.E.T. stated, "The Management Board and the Supervisory Board support the Amerigon tender offer as

being in the best interests of W.E.T. and its shareholders. The complementarity of the two companies' business models and their respective business strengths will enable us to become an even more competitive supplier in the very demanding global automotive industry"

The closings of the acquisitions under the purchase agreement and the tender offer are expected to take place at the beginning of the second quarter of 2011. Assuming successful completion of such transactions, previous revenue and earnings guidance given by Amerigon is no longer applicable and no revised guidance can be offered at this time.

About Amerigon

Amerigon develops products based on its advanced, proprietary, efficient thermoelectric (TE) technologies for a wide range of global markets and heating and cooling applications. The Company's current principal product is its proprietary Climate Control Seat® (CCS®) system, a solid-state, TE-based system that permits drivers and passengers of vehicles to individually and actively control the heating and cooling of their respective seats to ensure maximum year-round comfort. CCS, which is the only system of its type on the market today, uses no CFCs or other environmentally sensitive coolants. Amerigon maintains sales and technical support centers in Southern California, Southeast Michigan, Japan, Germany, England and Korea. For more information, visit Amerigon's website at www.amerigon.com.

About W.E.T.

W.E.T. is a global leader in the automotive industry, with a particular focus on thermal seat comfort. Established in 1968 and headquartered in Odelzhausen, near Munich, Germany, the company operates facilities in Europe, North America and Asia. For more information, please visit W.E.T.'s website at www.wet-group.com

Certain matters discussed in this release are forward-looking statements that involve risks and uncertainties, and actual results may be different. Important factors that could cause the Company's actual results to differ materially from its expectations in this release are risks that sales may not significantly increase, additional financing, if necessary, may not be available, new competitors may arise and adverse conditions in the automotive industry may negatively affect its results. The liquidity and trading price of its common stock may be negatively affected by these and other factors. Please also refer to Amerigon's Securities and Exchange Commission filings and reports, including, but not limited to, its Form 10-K for the year ended December 31, 2010.