

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Schedule 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)

Amerigon Incorporated

(Name of Issuer)

Class A Common Stock, No Par Value

(Title of Class of Securities)

03070L 30 0

(CUSIP Number)

George L. Argyros
Arnel Development Company
949 South Coast Drive, Suite 600
Costa Mesa, CA 92626
(714) 481-5000

with a copy to:

Thomas M. Wheeler
TMW Enterprises Inc.
801 West Big Beaver Road, Suite 201
Troy, MI 48084
(248) 362-3620

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 8, 1999

(Date of Event which Requires Filing
of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following box

(Continued on following pages)

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

George L. Argyros

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States

SOLE VOTING POWER

7

NUMBER OF

SHARES

SHARED VOTING POWER

BENEFICIALLY

8

OWNED BY

6,642,776

EACH

SOLE DISPOSITIVE POWER

REPORTING

9

PERSON

SHARED DISPOSITIVE POWER

WITH

10

6,642,776

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
6,642,776 shares of Class A Common Stock held as follows: (i) 40,000
shares owned by Mr. Argyros; (ii) 2,686,567 shares issuable upon
conversion of Series A Preferred Stock owned by Westar Capital II, LLC;
Mr. Argyros disclaims beneficial ownership of these shares except to the
extent of his interests in Westar Capital II, LLC; (iii) 614,821 shares
underlying contingent warrants held by Westar Capital II, LLC; Mr. Argyros
disclaims beneficial ownership of such shares until the shares are
purchased upon exercise of the warrants, and he further disclaims
beneficial ownership of these shares except to the extent of his interests
in Westar Capital II, LLC; (iv) 2,686,567 shares issuable upon conversion
of Series A Preferred Stock owned by Big Beaver Investments LLC; Mr.
Argyros disclaims beneficial ownership of these shares; and (v) 614,821
shares underlying contingent warrants held by Big Beaver Investments LLC;
Mr. Argyros disclaims beneficial ownership of these shares.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

73.8% (after giving effect to the exercise of the contingent warrants,
which includes the exercise of other warrants upon which the
exercisability of the contingent warrants depends)

14 TYPE OF REPORTING PERSON (See Instructions)

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Thomas M. Wheeler

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

United States

SOLE VOTING POWER

7

NUMBER OF

SHARES

SHARED VOTING POWER

BENEFICIALLY

8

OWNED BY

6,642,776

EACH

SOLE DISPOSITIVE POWER

REPORTING

9

PERSON

SHARED DISPOSITIVE POWER

WITH

10

6,642,776

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
6,642,776 shares of Class A Common Stock held as follows: (i) 40,000 shares owned by Mr. Argyros; Mr. Wheeler disclaims beneficial ownership of these shares; (ii) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Westar Capital II, LLC; Mr. Wheeler disclaims beneficial ownership of these shares; (iii) 614,821 shares underlying contingent warrants held by Westar Capital II, LLC; Mr. Wheeler disclaims beneficial ownership of these shares; (iv) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Big Beaver Investments LLC; Mr. Wheeler disclaims beneficial ownership of these shares except to the extent of his interests in Big Beaver Investments LLC; and (v) 614,821 shares underlying contingent warrants held by Big Beaver Investments LLC; Mr. Wheeler disclaims beneficial ownership of these shares until the shares are purchased upon exercise of the warrants, and he further disclaims beneficial ownership of these shares except to the extent of his interests in Big Beaver Investments LLC.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

73.8% (after giving effect to the exercise of the contingent warrants, which includes the exercise of other warrants upon which the exercisability of the contingent warrants depends)

14 TYPE OF REPORTING PERSON (See Instructions)

IN

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Big Star Investments LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

	7	SOLE VOTING POWER
NUMBER OF		
SHARES		
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY		
EACH		
REPORTING	9	SOLE DISPOSITIVE POWER
PERSON		
WITH	10	SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
None

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
0.0%

14 TYPE OF REPORTING PERSON (See Instructions)
00

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Big Beaver Investments LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)
(a) [X]
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions)
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e) []

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

		SOLE VOTING POWER
NUMBER OF	7	
SHARES		
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	6,642,776	
EACH		SOLE DISPOSITIVE POWER
REPORTING	9	
PERSON		
WITH	10	SHARED DISPOSITIVE POWER
	6,642,776	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
6,642,776 shares of Class A Common Stock held as follows: (i) 40,000 shares owned by Mr. Argyros; Big Beaver Investments LLC disclaims beneficial ownership of these shares; (ii) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Westar Capital II, LLC; Big Beaver Investments LLC disclaims beneficial ownership of these shares; (iii) 614,821 shares underlying contingent warrants held by Westar Capital II, LLC; Big Beaver Investments LLC disclaims beneficial ownership of these shares; (iv) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Big Beaver Investments LLC; and (v) 614,821 shares underlying contingent warrants held by Big Beaver Investments LLC; Big Beaver Investments LLC disclaims beneficial ownership of these shares until the shares are purchased upon exercise of the warrants.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(See Instructions)
 []

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
73.8% (after giving effect to the exercise of the contingent warrants, which includes the exercise of other warrants upon which the exercisability of the contingent warrants depends)

14 TYPE OF REPORTING PERSON (See Instructions)
00



SCHEDULE 13D

CUSIP NO. 03070L 30 0

PAGE OF PAGES

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Westar Capital II, LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*(See Instructions)
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7 SOLE VOTING POWER

NUMBER OF
SHARES

8 SHARED VOTING POWER
6,642,776

BENEFICIALLY
OWNED BY

9 SOLE DISPOSITIVE POWER

EACH
REPORTING

10 SHARED DISPOSITIVE POWER
6,642,776

PERSON
WITH

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
6,642,776 shares of Class A Common Stock held as follows: (i) 40,000 shares owned by Mr. Argyros; Westar Capital II, LLC disclaims beneficial ownership of these shares; (ii) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Westar Capital II, LLC; (iii) 614,821 shares underlying contingent warrants held by Westar Capital II, LLC; Westar Capital II, LLC disclaims beneficial ownership of these shares until such time as the shares are purchased upon exercise of the warrants; (iv) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Big Beaver Investments LLC; Westar Capital II, LLC disclaims beneficial ownership of these shares; and (v) 614,821 shares underlying contingent warrants held by Big Beaver Investments LLC; Westar Capital II, LLC disclaims beneficial ownership of these shares.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*
(See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
73.8% (after giving effect to the exercise of the contingent warrants, which includes the exercise of other warrants upon which the exercisability of the contingent warrants depends)

14 TYPE OF REPORTING PERSON*(See Instructions)
00

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

SCHEDULE 13D

CUSIP NO. 03070L 30 0

PAGE OF PAGES

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON
Westar Capital Associates II, LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*(See Instructions)
00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7 SOLE VOTING POWER

NUMBER OF
SHARES

8 SHARED VOTING POWER

BENEFICIALLY
OWNED BY

6,642,776

9 SOLE DISPOSITIVE POWER

EACH
REPORTING

9

10 SHARED DISPOSITIVE POWER

PERSON
WITH

10

6,642,776

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
6,642,776 shares of Class A Common Stock held as follows: (i) 40,000 shares owned by Mr. Argyros; Westar Capital Associates II, LLC disclaims beneficial ownership of these shares; (ii) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Westar Capital II, LLC; Westar Capital Associates II, LLC disclaims beneficial ownership of these shares except to the extent of its interest in Westar Capital II, LLC (iii) 614,821 shares underlying contingent warrants held by Westar Capital II, LLC; Westar Capital Associates II, LLC disclaims beneficial ownership of these shares until such time as the shares are purchased upon exercise of the warrants and it further disclaims beneficial ownership of such shares except to the extent of its interest in Westar Capital II, LLC; (iv) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Big Beaver Investments LLC; Westar Capital Associates II, LLC disclaims beneficial ownership of these shares; and (v) 614,821 shares underlying contingent warrants held by Big Beaver Investments LLC; Westar Capital Associates II, LLC disclaims beneficial ownership of these shares.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*
(See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
73.8% (after giving effect to the exercise of the contingent warrants, which includes the exercise of other warrants upon which the

exercisability of the contingent warrants depends)

TYPE OF REPORTING PERSON*(See Instructions)

14
00

*SEE INSTRUCTIONS BEFORE FILLING OUT!
INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7
(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

George L. Argyros, Thomas M. Wheeler and Big Star Investments LLC ("Big Star") hereby amend their report on Schedule 13D filed on April 8, 1999 (the "Original Statement") with respect to shares of Class A Common Stock of Amerigon Incorporated, a California corporation (the "Issuer"). In connection with the transactions described in the Original Statement, Big Beaver Investments LLC ("Big Beaver"), Westar Capital II, LLC ("Westar II") and Westar Capital Associates II, LLC ("Westar Associates") have become reporting persons, and Big Star no longer owns any interest in the Issuer's securities and is no longer a reporting person under Section 13 of the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder. George L. Argyros, Thomas M. Wheeler, Big Beaver, Westar II and Westar Associates are collectively referred to herein as the "Reporting Persons."

ITEM 1. SECURITY AND ISSUER.

This statement on Schedule 13D relates to the Class A Common Stock, no par value (the "Issuer Common Stock"), of the Issuer. The principal executive offices of the Issuer are located at 5462 Irwindale Avenue, Irwindale, California 91706.

ITEM 2. IDENTITY AND BACKGROUND.

Big Star is a Delaware limited liability company formed for the purpose of entering into a Credit Agreement (Exhibit 5 to the Original Statement) with the Issuer and making the loan pursuant thereto. Big Star's principal business address is c/o Westar Capital, 949 South Coast Drive, Suite 650, Costa Mesa, California 92626, and its managing members are Westar II and Big Beaver. Westar II is a Delaware limited liability company engaged in the business of investing in both private and public companies. Westar II's managing member is Westar Associates. Westar Associates is a Delaware limited liability company engaged in the business of investing in both private and public companies. George Argyros owns a controlling interest in Westar II and Westar Associates. Mr. Argyros is the Chairman of the Board and Chief Executive Officer of Arnel and Affiliates, a private investment company. John Clark is the managing member of Westar Associates. Mr. Clark's principal occupation is as a partner of Westar Capital, a private investment firm. Mr. Clark is a member of the board of directors of the Issuer. Mr. Clark and Mr. Argyros are U.S. citizens. The principal business address of Westar II, Westar Associates, Westar Capital, and John Clark is 949 South Coast Drive, Suite 650, Costa Mesa, California 92626. The principal business address of Mr. Argyros and Arnel and Affiliates is 949 South Coast Drive, Suite 600, Costa Mesa, California 92626.

Big Beaver is a Delaware limited liability company engaged in the business of investing in both private and public companies. The sole member of Big Beaver is WIIIIH LP and the general partner of WIIIIH LP is TMW Enterprises, Inc., a Delaware corporation. Thomas M. Wheeler owns a controlling interest in TMW, WIIIIH LP and Big Beaver. Mr. Wheeler is a private investor. Oscar B Marx, III is the President of TMW and of Big Beaver. Mr. Wheeler and Mr. Marx are U.S. citizens. The principal business address of Big Beaver, WIIIIH LP, TMW, Mr. Wheeler and Mr. Marx is 801 W. Big Beaver Road, Suite 201, Troy, Michigan 48084.

During the past five years, neither the Reporting Persons nor, to the Reporting Persons' knowledge, any person named herein pursuant to Instruction C of Schedule 13D has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the past five years, neither the Reporting Persons nor, to the Reporting Persons' knowledge, any person named herein pursuant to Instruction C of Schedule 13D, was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such person was or is subject to a judgment, decree or final order enjoining future violations of or prohibiting or mandating activity subject to federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

On June 8, 1999, pursuant to the Securities Purchase Agreement dated March 29, 1999 by and among the Issuer, Westar II and Big Beaver (the "SPA"), Westar II and Big Beaver each purchased 4,500 shares of Series A Preferred Stock and contingent warrants to purchase up to 614,821 shares of Issuer Common Stock ("Contingent Warrants"). Westar II and Big Beaver purchased those securities with their respective investment assets.

ITEM 4. PURPOSE OF TRANSACTION.

The purpose of the purchase of Series A Preferred Stock and Contingent Warrants pursuant to the SPA was to acquire a control of the Issuer. The 9,000 shares of Series A Preferred Stock purchased by Westar II and Big Beaver together are convertible into 5,373,134 shares of Issuer Common Stock which constituted 73.8% of the outstanding voting securities of the Issuer at the closing. The Contingent Warrants are exercisable in the aggregate for up to 1,229,642 shares of Issuer Common Stock. The Contingent Warrants, however, are exercisable only upon the exercise of certain other outstanding warrants to purchase Issuer Common Stock and only for that number of shares equal to 73.8% of the shares purchased under such other warrants. The purpose of the Contingent Warrants is to provide the investors with anti-dilution protection in the event that other outstanding warrants to purchase Issuer Common Stock are exercised. Consequently, the exercise of the Contingent Warrants would not result in the investors together owning more than 73.8% of the outstanding Issuer Common Stock.

The terms of the Series A Preferred Stock are set forth in a Certificate of Determination of Rights, Preferences and Privileges ("Certificate of Determination") as filed with the California Secretary of State (Exhibit 4 hereto). The Series A Preferred Stock has liquidation preferences, conversion rights, the right to elect five members of the board of directors, class voting rights on certain matters, and certain other rights and preferences as set forth in the Certificate of Determination.

Pursuant to the terms of the Investors' Rights Agreement ("Rights Agreement") dated June 8, 1999 (Exhibit 5 hereto), Big Beaver and Westar II have certain rights to register for resale pursuant to the Securities Act of 1933, as amended, any shares of Issuer Common Stock received upon the exercise of the Contingent Warrants or the conversion of the Series A Preferred Stock. The Rights Agreement also provides Big Beaver and Westar II with a right of first refusal to participate in future sales of equity securities by the Issuer, subject to the terms, conditions and limitations provided in the Rights Agreement.

The obligations of the Issuer to Big Star under the Credit Agreement have been paid in full as of June 8, 1999, and the Bridge Loan Warrant (Exhibit 3 to the Original Statement) issued in connection with the Credit Agreement terminated as of June 8, 1999.

Upon the closing of the transactions contemplated by the SPA, Big Beaver and Westar II entered into a shareholders' agreement ("Shareholders' Agreement") (i) providing for the election of the five directors to be elected by the holders of Series A Preferred Stock, (ii) creating buy-sell rights between the Series A shareholders in the event of a disagreement with respect to certain significant corporate matters and (iii) restricting the transfer of the Series A Preferred Stock, Issuer Common Stock issuable upon conversion thereof, and Contingent Warrants (and Issuer Common Stock underlying such warrants) held by each party. A copy of the Shareholders' Agreement is filed as Exhibit 6 hereto. The Shareholders' Agreement terminates upon the earlier of certain trigger events or the fifth anniversary of the agreement.

Pursuant to the SPA, Michael R. Peevey resigned from the Issuer's board of directors. The number of authorized directors has been increased to seven and the three existing vacancies will be filled with directors acceptable to Westar II and Big Beaver in accordance with the Shareholders' Agreement.

Other than as described above, no Reporting Person has any plans or proposals which relate to, or may result in, any of the matters listed in Items 4(a)-(j) of Schedule 13D.

The foregoing summary and discussion of the Bridge Loan Warrant, Contingent Warrants, SPA, Credit Agreement, Certificate of Determination, Investors' Rights Agreement and Shareholders' Agreement is qualified in its entirety by reference to the copies of such documents included as exhibits to the Original Statement and/or this Amendment No. 1 to Schedule 13D and incorporated herein in their

entirety by this reference.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) - (b) According to the Issuer's representation in connection with the SPA, there were 1,910,088 shares of Issuer Common Stock outstanding as of June 8, 1999. Westar II and Big Beaver each owns 4,500 shares of Series A Preferred Stock, which are currently convertible into 2,686,567 shares of Issuer Common Stock, representing approximately 36.9% of the outstanding shares of Issuer Common Stock. In addition, Westar II and Big Beaver each owns Contingent Warrants which are exercisable for up to 614,821 shares of Issuer Common Stock. The Contingent Warrants, however, are exercisable only upon the exercise of certain other outstanding warrants to purchase Issuer Common Stock and only for that number of shares equal to 36.9% of the shares purchased under such other warrants. The purpose of the Contingent Warrants is to provide the investors with anti-dilution protection in the event that other outstanding warrants to purchase Issuer Common Stock are exercised. Consequently, the exercise of the Contingent Warrants would not result in either investor owning more than 36.9% of the outstanding Issuer Common Stock or in the investors together owning more than 73.8% of the outstanding Issuer Common Stock. The Reporting Persons disclaim beneficial ownership of the shares underlying the Contingent Warrants until such time as such shares are purchased upon the exercise of such Contingent Warrants.

Due to the controlling interest of George Argyros in Westar II and its controlling entities, and the controlling interest of Thomas Wheeler in Big Beaver and its controlling entities, Mr. Argyros and Mr. Wheeler may be deemed to share the power to vote and dispose of (and therefore be the beneficial owners of) the shares issuable upon conversion of the Series A Preferred Stock and the exercise of the Contingent Warrants held by their respective affiliates. In addition, as the managing member of Westar II, Westar Associates may be deemed to be the beneficial owner of the shares held by Westar II. George Argyros and Westar Associates disclaim beneficial ownership of (i) all shares of Series A Preferred Stock, Contingent Warrants and shares of Issuer Common Stock issuable upon conversion or exercise thereof which are held by Big Beaver, and (ii) all shares of Series A Preferred Stock, Contingent Warrants and shares of Issuer Common Stock issuable upon conversion or exercise thereof which are held by Westar II, except to the extent of their respective interests in Westar II. Westar II disclaims beneficial ownership of all shares of Series A Preferred Stock, Contingent Warrants and shares of Issuer Common Stock issuable upon conversion or exercise thereof which are held by Big Beaver. Thomas Wheeler disclaims beneficial ownership of (i) all shares of Series A Preferred Stock, Contingent Warrants and shares of Issuer Common Stock issuable upon conversion or exercise thereof which are held by Westar II, and (ii) all shares of Series A Preferred Stock, Contingent Warrants and shares of Issuer Common Stock issuable upon conversion or exercise thereof which are held by Big Beaver, except to the extent of his interests in Big Beaver. Big Beaver disclaims beneficial ownership of all shares of Series A Preferred Stock, Contingent Warrants and shares of Issuer Common Stock issuable upon conversion or exercise thereof which are held by Westar II.

George Argyros owns 40,000 shares of Issuer Common Stock representing approximately 2.1% of the outstanding shares. As members of a group, Thomas Wheeler, Big Beaver, Westar Associates and Westar II may be deemed to be the beneficial owners of Mr. Argyros' shares. Mr. Wheeler, Big Beaver, Westar Associates and Westar II disclaim beneficial ownership of such shares.

In addition, John Clark owns 2,500 shares of Issuer Common Stock and has the right to acquire pursuant to currently exercisable options 11,000 shares of Issuer Common Stock representing less than 1% of the outstanding shares (after giving effect to the exercise of such option). Oscar B. Marx, III does not beneficially own any shares of Issuer Common Stock.

(c) Neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any person named in Item 2 pursuant to Instruction C of Schedule 13D, has effected any transaction in the Issuer Common Stock during the past 60 days, other than the purchase of securities pursuant to the SPA.

(d) None.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT

TO SECURITIES OF THE ISSUER.

Other than the Contingent Warrants, Shareholders' Agreement and Rights

Agreement, to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities,

finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. As of June 8, 1999, the Issuer's obligations under the Credit Agreement have been paid in full and the Bridge Loan Warrant has terminated. The transactions contemplated by the SPA closed on June 8, 1999.

ITEM 7. MATERIALS TO BE FILED AS EXHIBITS.

The following documents are filed as exhibits:

1. Joint Filing Agreement.
2. Securities Purchase Agreement dated March 29, 1999, by and among Amerigon Incorporated, Westar Capital II, LLC and Big Beaver Investments LLC. (Incorporated by reference to Exhibit 2 of the Original Statement)
3. Form of Contingent Warrants. (Incorporated by reference to Exhibit 4 of the Original Statement)
4. Form of Certificate of Determination. (Incorporated by reference to Exhibit 6 of the Original Statement)
5. Form of Investors' Rights Agreement. (Incorporated by reference to Exhibit 7 of the Original Statement)
6. Shareholders Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: June 21, 1999

BIG STAR INVESTMENTS LLC

By: Westar Capital II, LLC, Member

By: Westar Capital Associates II, LLC,
Manager

By: /s/ Alan B. Sellers

By: Big Beaver Investments LLC, Member

By: /s/ O.B. Marx III

BIG BEAVER INVESTMENTS LLC

By: /s/ O.B. Marx III

/s/ George Argyros

GEORGE ARGYROS

/s/ Thomas M. Wheeler

THOMAS M. WHEELER

WESTAR CAPITAL II, LLC

By: Westar Capital Associates II, LLC
Manager

By: /s/ Alan B. Sellers

WESTAR CAPITAL ASSOCIATES II, LLC

By: /s/ Alan B. Sellers

Exhibit 1

Joint Filing Agreement

The undersigned agree to file jointly with the Securities and Exchange Commission ("SEC") any and all statements on Schedule 13D (and any amendments or supplements thereto) required under Section 13(d) of the Securities Exchange Act of 1934, as amended, in connection with transactions by the undersigned in the Class A Common Stock of Amerigon Incorporated. Each of the undersigned will be responsible for the timely filing of the Schedule 13D and all amendments thereto, and for the completeness and accuracy of the information concerning such party contained therein. None of the undersigned shall be responsible for the completeness or accuracy of the information concerning any other party contained in the Schedule 13D or any amendment thereto, except to the extent such person knows or has reason to believe that such information is inaccurate.

Dated: June 21, 1999

BIG STAR INVESTMENTS LLC

By: Westar Capital II, LLC, Member

By: Westar Capital Associates II, LLC,
Manager

By: /s/ Alan B. Sellers

By: Big Beaver Investments LLC, Member

By: /s/ O.B. Marx III

BIG BEAVER INVESTMENTS LLC

By: /s/ O.B. Marx III

/s/ George L. Argyros

GEORGE L. ARGYROS

/s/ Thomas M. Wheeler

THOMAS M. WHEELER

WESTAR CAPITAL II, LLC

By: Westar Capital Associates II, LLC
Manager

By: /s/ Alan B. Sellers

WESTAR CAPITAL ASSOCIATES II, LLC

By: /s/ Alan B. Sellers

AMERIGON INCORPORATED

SHAREHOLDERS' AGREEMENT

June 8, 1999

SHAREHOLDERS' AGREEMENT

This Shareholders' Agreement (this "Agreement") is made and entered

into this 8th day of June, 1999, by and between Westar Capital II, LLC
("Westar") and Big Beaver Investments LLC ("Big Beaver").

RECITALS

WHEREAS, Westar and Big Beaver each are purchasing 4,500 shares of
Series A Preferred Stock of Amerigon Incorporated (the "Company") along with

contingent warrants to purchase additional shares of Class A Common Stock of the
Company pursuant to that certain Securities Purchase Agreement dated March 29,
1999 ("SPA").

WHEREAS, the parties hereto wish to restrict the transfer of the
Shares (as hereinafter defined) and to provide for, among other things, rights
of first refusal, co-sale rights and certain other rights on the terms and
conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements
set forth herein, the adequacy of which are hereby acknowledged, the parties
hereto agree as follows:

1. Certain Definitions. As used in this Agreement, the following

terms shall have the meanings set forth below:

"Affiliate" means any person who is an "affiliate" as defined in Rule

12b-2 of the General Rules and Regulations under the Securities Exchange Act of
1934, as amended.

"Securities Act" means the Securities Act of 1933, as amended.

"Shares" means the issued and outstanding shares of capital stock of

any class of the Company, and all securities exchangeable or convertible into
shares of the Company's capital stock, and all options, warrants, rights and
arrangements to acquire shares of the Company's capital stock, whether now owned
or hereafter acquired by a Shareholder.

"Shareholders" means Westar, Big Beaver and any transferee thereof who

has agreed to be bound by the terms and conditions of this Agreement in
accordance with Section 2.4 hereof, and the term "Shareholder" shall mean any

such person.

2. Restrictions on Transfer of Shares.

2.1 Limitation on Transfer. No Shareholder shall sell, give,

assign, hypothecate, pledge, encumber, grant a security interest in or otherwise
dispose of (whether by operation of law or otherwise) (each a "transfer") any

Shares or any right, title or interest therein or thereto, except in accordance
with the provisions of this Agreement, and in the event of such

transfer, any transferee obtaining any record or beneficial interest in or right to vote such Shares hereunder shall agree to be bound by this Agreement and shall comply with Section 2.4 hereof. Any attempt to transfer any Shares or any rights thereunder in violation of the preceding sentence shall be null and void ab initio and the parties shall not permit the Company to register any such transfer.

2.2 Permitted Transfers. Notwithstanding anything to the

contrary contained in this Agreement, subject to Sections 2.3 and 2.4 (a) each of the Shareholders who is an individual may transfer all or a portion of his Shares to or among (i) a member of such Shareholder's immediate family, which shall include his parents, spouse, children or grandchildren ("Family Members") or (ii) any trust, corporation, partnership or limited liability company, all of the beneficial interests in which shall be held, directly or indirectly, by such Shareholder and/or one or more Family Members of such Shareholder; provided, however, that during the period that any such trust, corporation, partnership or limited liability company holds any right, title or interest in any Shares, no person other than such Shareholder or one or more Family Members of such Shareholder may be or become beneficiaries, shareholders, limited or general partners or members thereof; and (b) each of the Shareholders who is not an individual may transfer all or any portion of its Shares to any of its Affiliates, including without limitation any member or any partner of any such Shareholder or Affiliate (the persons referred to in the preceding clauses (a) and (b) are each referred to herein as a "Permitted Transferee").

2.3 Permitted Transfer Procedure. If any Shareholder wishes to

transfer Shares to a Permitted Transferee under Section 2.2 above, such Shareholder shall give notice to the other Shareholder of its intention to make such transfer not less than three (3) calendar days prior to effecting such transfer, which notice shall state the name and address of each Permitted Transferee to whom such transfer is proposed and the number of Shares proposed to be transferred to such Permitted Transferee.

2.4 Transfers in Compliance with Law; Substitution of

Transferee. Notwithstanding any other provision of this Agreement, no transfer may be made pursuant to Section 2 or Section 3 hereof unless (a) the transferee has agreed in writing to be bound by the terms and conditions of this Agreement, (b) the transfer complies in all respects with the applicable provisions of this Agreement and (c) the transfer complies in all respects with applicable federal and state securities laws, including, without limitation, the Securities Act. Upon becoming a party to the Agreement, the transferee shall be substituted for, and shall enjoy the same rights and be subject to the same obligations, as the transferring Shareholder hereunder with respect to the Shares transferred to such transferee.

3. Right of First Refusal and Co-Sale Rights.

3.1 Right of First Refusal.

3.1.1 Selling Shareholder Notice. If any Shareholder (a "Selling

Shareholder") wishes to transfer all or a portion of his Shares to a person other than to a Permitted Transferee, such Selling Shareholder shall deliver a notice by certified mail (the "Selling Shareholder Notice") to the other Shareholder(s) (the "Remaining Shareholder" or "Remaining Shareholders" as the case may be), stating (i) such Selling Shareholder's bona fide

intention to sell or transfer such Shares, (ii) the number of such Shares to be sold or transferred (the "Offered Shares"), (iii) the price and terms, for such

proposed transfer or sale, and (iv) the name and address of the proposed purchaser or transferee and that such purchaser or transferee is committed to acquire the stated number of Shares on the stated price and terms.

3.1.2 Remaining Shareholder Option; Exercise.

(a) The Remaining Shareholders shall have the right at any time within seven (7) calendar days after the giving of the Selling Shareholder Notice pursuant to Section 3.1.1 above to purchase all, but not less than all, of the Offered Shares at the price and on the terms specified in such Selling Shareholder Notice. Each such Remaining Shareholder shall have the right to purchase that percentage of the Offered Shares determined by dividing (A) the total number of Shares then owned by such Remaining Shareholder by (B) the total number of Shares then owned by all such Remaining Shareholders. If any Remaining Shareholder does not fully subscribe for the number or amount of Offered Shares that such Remaining Shareholder is entitled to purchase, then each other Remaining Shareholder who did so fully subscribe (each, a "Participant") shall have

the right to purchase that percentage of the remaining Offered Shares not so subscribed determined by dividing (x) the total number of Shares then owned by such Participant by (y) the total number of Shares then owned by all Participants. The procedure described in the preceding sentence shall be repeated until there are no remaining Offered Shares or until no Participant wishes to purchase any additional Offered Shares; but in no event shall the procedure continue for more than five (5) calendar days after the expiration of the seven (7)-day period referred to in this Section 3.1.2.

(b) The right of each Remaining Shareholder to purchase Offered Shares under subsection (a) above shall be exercisable by written notice given as provided in Section 9.6 to the Selling Shareholder, with a copy to the other Remaining Shareholders. Each such notice shall state (i) the number of Shares held by such Remaining Shareholder and (ii) the number of Shares that such Remaining Shareholder is willing to purchase pursuant to this Section 3.1.2. The failure of any Remaining Shareholder to respond within the seven (7) day period referenced above shall be deemed to be a waiver of its rights under this Section 3.1.2, provided that any Remaining Shareholder may waive its rights under this Section 3.1.2 prior to the expiration of such seven (7) day period by giving written notice of such waiver to the Selling Shareholder, with a copy to the other Remaining Shareholders. If the Remaining Shareholders do not purchase all of the Offered Shares pursuant to this Section 3.1.2, then the Selling Shareholder may, subject to Section 3.2, sell the Offered Shares to a third party purchaser in accordance with Section 3.1.4

3.1.3 Closing. The closing of the purchase of Offered Shares by

the Remaining Shareholders under Section 3.1.2 shall be held at the Selling Shareholder's executive office at 9:00 a.m., local time, on the fifth business day after the expiration of the seven (7)-day period referred to in Section 3.1.2(a) (or the five (5)-day period specified in Section 3.1.2(a) if applicable), or at such other time and place that the parties to the transaction may agree. At such closing, the Selling Shareholder shall deliver certificates representing the Offered Shares, duly

endorsed for transfer and accompanied by all requisite transfer taxes, if any, and such Offered Shares shall be free and clear of any liens, claims, options, charges or encumbrances, except those provided under this Agreement, and the Selling Shareholder shall so represent and warrant, and shall further represent and warrant that such Selling Shareholder is the sole record and beneficial owner of the Offered Shares. At the closing, each Remaining Shareholder purchasing Offered Shares shall deliver payment of the purchase price for the Offered Shares purchased by it, and such payment shall be made in the form of a cashier's or certified bank check or by wire transfer of immediately available funds. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary or appropriate to effect the sale of the Offered Shares.

3.1.4 Sale to a Third Party Purchaser. Unless the Remaining

Shareholders elect to purchase all, but not less than all, of the Offered Shares under Section 3.1.2, the Selling Shareholder may, subject to Section 3.2 below, sell the Offered Shares to the third party purchaser specified in the Selling Shareholder Notice on the terms and conditions set forth in the Selling Shareholder Notice, provided that such sale is consummated within sixty (60)

calendar days of the earlier to occur of (a) the waiver by all Remaining Shareholders of their right to purchase the Offered Shares or (b) the expiration of the of the seven (7)-day period referred to in Section 3.1.2(a) (or the five (5)-day period specified in Section 3.1.2(a) if applicable). If such sale is not consummated within such sixty (60)-day period for any reason, then the restrictions provided for herein shall again become effective, and no transfer of Offered Shares may be made thereafter by the Selling Shareholder without again offering the same to the Remaining Shareholders in accordance with this Section 3.1

3.2 Co-Sale Rights.

3.2.1 Right to Participate. In the event a Selling Shareholder

proposes to sell Shares to a third party purchaser pursuant to Section 3.1.4, then each Remaining Shareholder shall have the right to sell to such third party purchaser, upon the terms set forth in the Selling Shareholder Notice, up to that number of Shares held by such Remaining Shareholder equal to the product of (a) the total number of Offered Shares to be sold to such third party purchaser multiplied by (b) the quotient of (i) the total number of Shares then owned by such Remaining Shareholder divided by (ii) the total number of Shares then owned by all such Remaining Shareholders exercising their rights pursuant to this Section 3.2.1 plus the total number of Shares then owned by the Selling

Shareholder. Subject to Section 3.2.2, each Remaining Shareholder may sell up to the number of Offered Shares permitted to be sold pursuant to this Section 3.2.1, and the number of Offered Shares to be sold to such third party purchaser by the Selling Shareholder shall be reduced accordingly.

3.2.2 Exercise of Right. A Selling Shareholder shall give notice to

the Remaining Shareholders of each proposed sale by it of Offered Shares that gives rise to the co-sale rights set forth in Section 3.2 (which notice may be given together with the Selling Shareholder Notice), at least seven (7) calendar days prior to the proposed consummation of such sale, setting forth (a) the name of the Selling Shareholder, (b) the number of Offered Shares, (c) the name and address of the proposed third party purchaser, (d) the proposed amount and form of consideration and terms and conditions of payment offered by the third party purchaser and (e) a representation that such third party purchaser has been informed of the co-sale rights provided

for in this Section 3.2 and has agreed to purchase Shares in accordance with the terms hereof. The co-sale rights provided for in this Section 3.2 must be exercised by such Remaining Shareholder wishing to sell its Shares within seven (7) calendar days after the notice required by the preceding sentence is given, by giving written notice to such Selling Shareholder indicating that such Remaining Shareholder wishes to exercise its rights and specifying the number of Shares it wishes to sell, provided that such Remaining Shareholder may waive its

rights under this Section 3.2 prior to the expiration of such seven (7)-day period by giving written notice of such waiver to the Selling Shareholder. The failure of a Remaining Shareholder to respond within such seven (7)-day period shall be deemed a waiver of such Remaining Shareholder's rights under this Section 3.2. If a Remaining Shareholder decides to sell a number of Shares which is less than the maximum number of Shares permitted to be sold by it pursuant to Section 3.2.1 or if a Remaining Shareholder fails to close its sale of Shares to the third party purchaser for any reason, then the Selling Shareholder may sell to the third party purchaser the number of Shares that such Remaining Shareholder elected not to, or failed to, sell to the third party purchaser. However, if such third party purchaser fails to purchase Shares from a Remaining Shareholder that has properly exercised its co-sale rights pursuant to this Section 3.2.2, or if such Selling Shareholder has not delivered the notice contemplated by this Section 3.2.2 to a Remaining Shareholder, then, in either such event, such Selling Shareholder shall not consummate the proposed sale of the Offered Shares, and any such attempted sale shall be null and void ab

initio. However, nothing herein shall limit or affect the rights or remedies of

the parties hereto with respect to any other party's failure to comply with this Section 3 or any other provision of this Agreement.

4. Buy-Sell.

4.1 Buy-Sell. Within sixty (60) calendar days after the

occurrence of a Trigger Event (as defined below), either Shareholder Group (as defined below) shall have the right to give the other Shareholder Group a written offer (the "Offer") to "buy" or "sell." For purposes of this Section 4,

the Shareholder Group making the Offer is referred to as the "Offeror" and the

Shareholder Group receiving the Offer is referred to as the "Offeree." The Offer

shall state that the Offeror will at the Offeree's election either (i) sell all of Offeror's Shares in the Company to the Offeree, or (ii) purchase all of the Shares of the Company held by the Offeree, in each case at the same price and upon the same terms and conditions, which price, terms and conditions shall be as specified in the Offer.

4.2 The Offer. The Offer shall provide the following:

(a) Both an offer to sell all of the Offeror's Shares in the Company to the Offeree and an offer to purchase all of the Offeree's Shares in the Company;

(b) The purchase price and other terms and conditions at which the Offeror will either sell all of Offeror's Shares of the Company or purchase all of the Offeree's Shares in the Company, which purchase price, terms and conditions shall be the same in both instances (the purchase price for either the sale or purchase as above provided is referred to herein as the "Payment Amount");

(c) Other terms and conditions of the purchase;

(d) A provision that the Offer shall be irrevocable through and including the Acceptance Date (as defined below) and that the Offeree may, on or before the Acceptance Date, accept either the offer to sell or the offer to purchase (it being acknowledged by the Offeror that the Offeree will be relying on the irrevocability of the Offer and will be substantially detrimentally harmed if the Offer were revocable);

(e) A provision that the entire Payment Amount shall be payable in cash at the closing; and

(f) A provision that the purchasing party shall cause the release of the selling party from selling party's liability, if any, on any of the Company's contractual obligations or monetary instruments (including any liability of the selling party based on guaranties or similar agreements).

4.3 Acceptance of the Offer. The Offeree shall, on or before the

date which is ten (10) calendar days after the Offer is given by the Offeror (the "Acceptance Date"), either accept the offer to sell or the offer to

on the terms specified in the Offer by written notice given to the Offeror. If the Offeree shall fail to accept by such written notice either the offer to sell or the offer to purchase on or before the Acceptance Date, the Offeree shall be deemed conclusively and irrevocably to have accepted the Offeror's offer to purchase, and the Offeree shall sell, all of Offeree's Shares of the Company for the Payment Amount and on the terms and conditions set forth in the Offer.

4.4 Consummation of the Sale. The sale of Shares pursuant to

this Section 4 shall be closed on a day selected by the purchasing party following at least three (3) business days notice to the selling party, which date shall be not more than seven (7) calendar days following the Offeree's acceptance of the Offer to purchase or sell (or the date the Offeree is deemed to have accepted the Offer) (the "Latest Closing Date"). At the closing, (i) the

purchasing party shall deliver the Purchase Amount in the form of a cashier's or certified bank check or by wire transfer of immediately available funds, and (ii) the selling party shall execute and deliver such certificates, assignments, and other documents as shall be reasonably requested in order to convey the Shares.

4.5 Failure to Consummate the Purchase. If the purchasing party

fails or is unable to consummate the purchase in accordance with the provisions of Section 4.4 within the time provided (time being of the essence), the selling party may, within seven (7) calendar days following the Latest Closing Date, elect to purchase all of the other party's Shares in accordance with the terms of the Offer. If such election to purchase is not made by the selling party (or the purchase is not consummated), the Offer shall terminate and be of no effect, but the provisions of this Section 4 relating to future "buy-sell" rights shall remain in effect.

4.6 Shareholder Group. For purposes of this Agreement, (i)

Westar together with all transferees receiving Shares from Westar or from a transferee of Westar shall constitute a "Shareholder Group"

and (ii) Big Beaver together with all transferees receiving Shares from Big Beaver or from a transferee of Big Beaver shall constitute the other "Shareholder Group." All decisions of a Shareholder Group with respect to this

Agreement shall be made by the holders of a majority of the Shares held by such Shareholder Group, and such decisions as so made shall be binding upon all members of such Shareholder Group.

4.7 Trigger Event. For purposes of this Agreement, a "Trigger

Event" shall mean a disagreement between the Shareholder Groups or between the board members designated solely by Westar on the one hand and solely by Big Beaver on the other hand as to how they will vote on any of the following matters that are submitted to the Shareholders or the board of directors, as the case may be, for consideration and approval:

(a) the sale of all or substantially all of the Company's assets or stock or a merger or consolidation of the Company;

(b) the commencement by the Company of voluntary bankruptcy, insolvency or other similar proceedings;

(c) the commencement of proceedings to dissolve or wind-up the Company;

(d) the failure of the Shareholders to agree on the director to be designated pursuant to paragraph (c) of Section 6.2 hereof; or

(e) any transaction that would result in a material change in the capital structure of the Company, including without limitation a decision to raise capital for the Company through an equity or debt financing transaction or through the joint loan or contribution of capital to the Company by Westar and Big Beaver.

5. After Acquired Securities. All of the provisions of this

Agreement shall apply to all of the Shares now owned or which may be issued or transferred hereafter to a Shareholder in consequence of any additional issuance, purchase, exchange or reclassification of any such Shares, corporate reorganization, or any other form of recapitalization, consolidation, merger, share split or share dividend, or which are acquired by a Shareholder in any other manner.

6. Corporate Governance.

6.1 General. From and after the execution of this Agreement,

each Shareholder shall vote its or his Shares at any regular or special meeting of shareholders of the Company or in any written consent executed in lieu of a meeting of shareholders, and shall take all other actions necessary, to give effect to the provisions of this Agreement, including, but not limited to, Section 6.2 hereof. In addition, each Shareholder shall vote its or his Shares at any meeting of shareholders of the Company or in any written consent executed in lieu of a meeting of shareholders, in conformity with the specific terms and provisions of this Agreement.

6.2 Election of Directors; Number and Composition. For so long

as the holders of Series A Preferred Stock of the Company are entitled to elect five of the seven

authorized directors of the Company, each Shareholder shall vote its or his Shares at any meeting of shareholders of the Company or in any written consent in lieu of a meeting of shareholders with respect to such Shares, and shall take all other actions necessary to ensure that the number of directors constituting the entire Board of Directors shall be seven (7). Each Shareholder shall vote its or his Shares at any meeting of shareholders of the Company called for the purpose of filling the positions on the Board of Directors, or in any written consent executed for such purpose, and to take all other actions necessary to ensure the election to the Board of Directors of:

(a) two individuals designated by Westar,

(b) two individuals designated by Big Beaver, and

(c) one automobile industry expert who is mutually agreeable to Westar and Big Beaver (each of Westar and Big Beaver are individually referred to herein as a "Designating Shareholder" with

respect to paragraphs (a) and (b) of this Section 6.2 and together referred to herein as a Designating Shareholder with respect to this paragraph (c)).

6.3 Removal and Replacement of Directors. -----

6.3.1 Removal of Directors. If at any time a Designating -----

Shareholder shall notify the other Shareholders of its wish to remove at any time and for any reason (or no reason) any director designated by it pursuant to Section 6.2 hereof, then the other Shareholders shall vote all of their Shares so as to remove such director.

6.3.2 Replacement of Directors. If at any time a vacancy is -----

created on the Board of Directors by reason of the incapacity, death, removal or resignation of a director designated pursuant to Section 6.2, then the Designating Shareholder entitled to designate such director shall designate a director to fill such vacancy. Upon receipt of notice of the designation of a nominee pursuant to this Section 6.3.2, each Shareholder shall, as soon as practicable after the date of such notice, take action, including the voting of its or his Shares, to elect the director so designated to fill such vacancy.

6.4 Election of Officers. Upon the closing of the SPA, the -----

Shareholders shall or shall cause the directors appointed by them to (i) accept Lon Bell's resignation as Chairman of the Board of the Company, (ii) elect Dr. Bell as Vice-Chairman for Technical Affairs and a director of the Company, and (iii) elect Richard Weisbart as a director, Chairman of the Board, President, and Chief Executive Officer of the Company.

6.5 Transactions with Shareholders. Provided that the contracts -----

are supported or endorsed by management and the price and other terms contained in such contracts are no less favorable to the Company than are commercially available from a third-party supplier or provider, the Shareholders will support and encourage the Company to enter into contracts for materials and services with the Shareholders and their Affiliates, including without limitation by causing their respective representatives on the Company's Board of Directors to vote in favor of such contract if approval of the Board of Directors is required.

7. Stock Certificate Legend. Each certificate representing Shares now

held or hereafter acquired by any Shareholder shall for as long as this Agreement is effective bear a legend substantially in the following form:

THE SALE, ASSIGNMENT, HYPOTHECATION, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION (EACH A "TRANSFER") AND VOTING OF ANY OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED BY THE TERMS OF THE SHAREHOLDERS' AGREEMENT AMONG CERTAIN SHAREHOLDERS NAMED THEREIN.

8. Standoff Agreement. Each Shareholder agrees that, during the term

of this Agreement, it will not purchase any shares of capital stock of the Company or any option, warrant, or other right exercisable for or convertible into shares of capital stock of the Company, other than a purchase in which the other Shareholders had the opportunity to participate on a pro rata basis or a purchase that the other Shareholders have consented to in writing.

9. Miscellaneous.

9.1 Successors and Assigns. Except as otherwise provided herein,

the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.2 Governing Law. This Agreement shall be governed by and

construed under the laws of the State of Delaware.

9.3 Counterparts. This Agreement may be executed in two or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.4 Termination. This Agreement shall terminate as follows:

(a) The co sale and first refusal rights in Section 3 shall not apply to any nontransferring Shareholder at such time as the equity interest in the Company held by such nontransferring Shareholder falls below 15% of all the outstanding shares of capital stock of the Company on a fully diluted as converted basis. For purposes of this Section 9.4(a), the Shares held by a nontransferring Shareholder shall be aggregated with all Shares held by Permitted Transferees of such nontransferring Shareholder or Family Members of such Permitted Transferees; in addition, if such nontransferring Shareholder is a Permitted Transferee of Westar or Big Beaver (each of Westar or Big Beaver being referred to herein as an "Original Shareholder") or is a Family Member of such Permitted Transferee, then the Shares held by such nontransferring Shareholder shall be aggregated with all Shares held by such Original Shareholder together with all Shares held by the Permitted Transferees of such Original Shareholder and all Family Members of such Permitted Transferees.

(b) This Agreement shall terminate in its entirety upon the earliest of any of the following events: (i) the written agreement of all parties; (ii) the first day that only one Shareholder beneficially owns Shares subject to this Agreement; (iii) the fifth anniversary of the closing of the purchase of securities under the SPA; (iv) the effective date of a registration statement covering shares of capital stock of the Company in which each Shareholder (or its Permitted Transferees) had the right to sell at least 20% of the Shares held by such Shareholder (or its Permitted Transferees) that were purchased at the closing of the SPA; or (v) the closing of a sale of all or substantially all of the Company's assets or stock or a merger or consolidation of the Company, except a merger, consolidation or sale where the shareholders of the Company own at least 51% of the capital stock of the surviving or purchasing corporation after such transaction.

9.5 Titles and Subtitles. The titles and subtitles used in this

Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9.6 Notices. Unless otherwise provided, any notice required or

permitted under this Agreement shall be given in writing and shall be deemed effective (i) upon personal delivery to the party to be notified (ii) twenty four (24) hours after transmitted by facsimile or (iii) three (3) business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) calendar days' advance written notice to the other parties.

9.7 Expenses. If any action at law or in equity is necessary to

enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. Any fees received by the Shareholders under the SPA shall be shared equally by the Shareholders. The Shareholders agree to share equally all costs or expenses incurred by each of them or on their behalf related to the preparation of the SPA and all legal documents and agreements related thereto.

9.8 Amendments and Waivers.

(a) Except as specifically set forth in this Agreement, no failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to the parties hereto at law, in equity or otherwise.

(b) Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by any party from the terms of any provision of this Agreement, shall be effective only if it is made or given in writing and signed by the Shareholders holding a majority of the Shares then held by each Shareholder Group. Any such

amendment, supplement, modification, waiver or consent shall be binding upon all of the Shareholders.

9.9 Schedule 13D. The Shareholders agree to file as a "group" a

Schedule 13D (or an amendment to the Schedule 13D previously filed) in connection with the acquisition of securities of the Company pursuant to the SPA.

9.10 Severability. If one or more provisions of this Agreement

are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

9.11 Specific Performance; Money Damages. The parties hereto

intend that each of the parties have the right to seek damages or specific performance in the event that any other party hereto fails to perform such party's obligations hereunder; provided, however, that the parties expressly agree that no party shall be liable for consequential or punitive damages for any violation of this Agreement. Therefore, if any party shall institute any action or proceeding to enforce the provisions hereof, any party against whom such action or proceeding is brought hereby waives any claim or defense therein that the plaintiff party has an adequate remedy at law.

9.12 Entire Agreement; Amendment. This Agreement, together with

the exhibits hereto, is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein or therein. This Agreement, together with the exhibits hereto, supersede all prior agreements and understandings between the parties with respect to such subject matter.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Shareholders' Agreement as of the date first above written.

WESTAR CAPITAL II, LLC

By: Westar Capital Associates II, LLC
Manager

By: /s/ ALAN B. SELLERS

Alan B. Sellers, Member

Address: 949 South Coast Drive, Suite 650
Costa Mesa, California 92626
Fax No.: (714) 481-5166

BIG BEAVER INVESTMENTS LLC

By: /s/ OSCAR B. MARX III

Oscar B. Marx, III
President

Address: 801 W. Big Beaver Road, Suite 201
Troy, Michigan 48084
Fax No.: (248) 362-3033