
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 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): October 28, 2011

AMERIGON INCORPORATED

(Exact name of registrant as specified in its charter)

Michigan
(State or other jurisdiction
of incorporation)

0-21810
(Commission
File Number)

95-4318554
(I.R.S. Employer
Identification No.)

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

48167
(Zip Code)

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

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

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

On March 30, 2011 Amerigon Incorporated (“Amerigon”), together with its subsidiary Amerigon Europe GmbH (“Amerigon Europe”) entered into a Credit Agreement (the “U.S. Credit Agreement”) with the Lenders party thereto, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as sole lead arranger and sole book manager (collectively, the “Lenders”).

On April 4, 2011 and August 12, 2011, respectively, the parties to the U.S. Credit Agreement entered into immaterial amendments to the U.S. Credit Agreement (a First Amendment to Credit Agreement and a Second Amendment to Credit Agreement) to provide certain clarifications with respect to deposit accounts and timing of the takeover offer for W.E.T. Automotive Systems AG (“W.E.T.”) and to expand the definition of “Alternative Currency” to include Canadian Dollars, Korean Won and Japanese Yen for certain purposes (the “Prior Amendments”). The Prior Amendments are being filed herewith as certain defined terms therein are used in the Material Amendment (as defined below).

On October 28, 2011 Amerigon, Amerigon Europe and the Lenders entered into a Third Amendment to Credit Agreement (the “Material Amendment”). The U.S. Credit Agreement originally provided for a \$25 million secured revolving credit facility and a \$35 million secured term loan facility for Amerigon and a \$33 million secured term loan facility for Amerigon Europe. The entire \$33 million secured term loan facility for Amerigon Europe was drawn upon in March, 2011 to have funds available for the possible tender of all outstanding W.E.T. shares in connection with that acquisition. Because not all of the outstanding W.E.T. shares were tendered, Amerigon Europe applied the unused funds of approximately \$28 million to reduce the balance of such term loan facility. The Material Amendment provides for a \$45 million term loan facility for Amerigon Europe to replace Amerigon Europe’s existing term loan facility. Of such available amount, approximately \$5 million has been drawn upon to pay the balance that was outstanding on the previous facility prior to the effectiveness of the Material Amendment, result in existing availability under the new Amerigon Europe term loan facility on the date of execution of approximately \$40 million. Amerigon Europe is permitted to access this additional term loan financing in one or more draws through no later than January 1, 2013, and the proceeds of such draws may only be used by Amerigon Europe to fund the potential tender of shares of W.E.T. in connection with the Domination and Profit and Loss Transfer (as defined in, and described more fully in, the Form 8-K filed by Amerigon on August 18, 2011). Under the terms of the Domination and Profit and Loss Transfer, the minority shareholders of W.E.T. will be guaranteed a recurring, annual payment (the “Guaranteed Compensation”) of EUR 3.71 per share of W.E.T. held, subject to statutory taxes and deductions, resulting in a net payment of EUR 3.17 per share; however, the minority shareholders of W.E.T. can elect to forego the Guaranteed Compensation and instead tender their shares to Amerigon Europe for a one-time cash payment of EUR 44.95 per share. If all minority shareholders of W.E.T. so tendered their shares, the total payment obligation of Amerigon Europe would be approximately EUR 32,406,000.

The Material Amendment additionally modifies the definition of “Consolidated EBITDA” to add adjustments for certain non-cash unrealized gains and losses and excludes cash payments made in accordance with the Preferred Equity Subordination Agreement (as defined in the U.S. Credit Agreement) from calculation of financial covenants for certain covenant measurement periods. The Material Amendment extends the commencement of principal payments on the Amerigon Europe term loans until March 31, 2012 and adjusts the amount of certain payments. Finally, the Material Amendment removes Korean Won as an “Alternative Currency”, replacing it with the United Kingdom’s Sterling. Certain fees are payable in connection with the increase in the Amerigon Europe term loan facility, as provided in the Material Amendment and certain documents executed in connection therewith.

Copies of the Prior Amendments and the Material Amendment are attached as Exhibits 10.2 through 10.4 to this Current Report on Form 8-K, and the above description of the material terms of such documents is qualified in its entirety by reference to such exhibits, which are incorporated herein by reference.

Item 8.01 Other Events.*Redemption and Dividend in Connection With the Series C Stock*

On October 28, 2011, Amerigon notified the holders of its Series C 8% Convertible Preferred Stock (the "Series C Stock") that Amerigon was electing to redeem that portion of the Series C Stock required to be converted or redeemed on December 1, 2011, comprised of 778 shares of Series C Stock, for an aggregate payment of \$7.78 million.

Also on October 28, 2011, in accordance with the terms of the Series C Stock, Amerigon's Board of Directors declared a dividend on the Series C Stock equal to the accrued amount thereon of approximately \$199.45 per share or approximately \$1.24 million in the aggregate. Such dividend is payable on December 1, 2011 to holders of Series C Stock as of such date.

Immaterial Amendment to W.E.T. Credit Facility

W.E.T. and W.E.T. Automotive Systems LTD., a Canadian corporation (the "Canadian Borrower") are parties to a Credit Agreement dated March 30, 2011 and amended May 31, 2011 (the "German Credit Agreement"). On October 11, 2011, W.E.T., the Canadian Borrower and the other parties to the German Credit Agreement entered into an immaterial amendment to the German Credit Agreement (the "Prior German Amendment"). The Prior German Amendment modified certain definitions and clarified certain repayment terms. Because Amerigon is filing all of the immaterial Prior Amendments pertaining to the U.S. Credit Agreement with this Current Report on Form 8-K, Amerigon has elected to simultaneously file the Prior German Amendment as well. Copies of the German Credit Agreement and the Prior German Amendment are attached as Exhibit 10.5 through 10.7 to this Current Report on Form 8-K, and the above description of such document is qualified in its entirety by reference to such exhibits, which are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

<u>Number</u>	<u>Description</u>
10.1	Credit Agreement, dated as of March 30, 2011, by and among Amerigon, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A., as Swing Line Lender and L/C Issuer, and as administrative agent for the lenders, previously filed as an exhibit to the Amerigon's Current Report on Form 8-K filed on March 31, 2011 and incorporated herein by reference.
10.2*	First Amendment to Credit Agreement, dated as of April 4, 2011, by and among Amerigon, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A., as Swing Line Lender and L/C Issuer, and as administrative agent for the lenders.
10.3*	Second Amendment to Credit Agreement, dated as of August 12, 2011 by and among Amerigon, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A., as Swing Line Lender and L/C Issuer, and as administrative agent for the lenders.

- 10.4* Third Amendment to Credit Agreement, dated as of October 28, 2011 by and among Amerigon, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A., as Swing Line Lender and L/C Issuer, and as administrative agent for the lenders.
- 10.5 Credit Agreement, dated as of March 30, 2011, among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., Banc of America Securities Limited, et al., previously filed as an exhibit to Amerigon's Current Report on Form 8-K filed on August 4, 2011 and incorporated herein by reference.
- 10.6 First Amendment to Credit Agreement, dated as of May 31, 2011, among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., Banc of America Securities Limited, et al., previously filed as an exhibit to Amerigon's Current Report on Form 8-K filed on August 4, 2011 and incorporated herein by reference.
- 10.7* Second Amendment to Credit Agreement, dated as of October 11, 2011, among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., Banc of America Securities Limited, et al.

* Filed herewith

SIGNATURES

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

AMERIGON INCORPORATED

By: _____ /S/ BARRY G. STEELE

Barry G. Steele,
Chief Financial Officer

Date: November 1, 2011

EXHIBIT INDEX

<u>Number</u>	<u>Description</u>
10.1	Credit Agreement, dated as of March 30, 2011, by and among Amerigon, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A., as Swing Line Lender and L/C Issuer, and as administrative agent for the lenders, previously filed as an exhibit to the Amerigon's Current Report on Form 8-K filed on March 31, 2011 and incorporated herein by reference.
10.2*	First Amendment to Credit Agreement, dated as of April 4, 2011, by and among Amerigon, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A., as Swing Line Lender and L/C Issuer, and as administrative agent for the lenders.
10.3*	Second Amendment to Credit Agreement, dated as of August 12, 2011 by and among Amerigon, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A., as Swing Line Lender and L/C Issuer, and as administrative agent for the lenders.
10.4*	Third Amendment to Credit Agreement, dated as of October 28, 2011 by and among Amerigon, Amerigon Europe GmbH, the financial institutions which are now or which hereafter become a party thereto and Bank of America, N.A., as Swing Line Lender and L/C Issuer, and as administrative agent for the lenders.
10.5	Credit Agreement, dated as of March 30, 2011, among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., Banc of America Securities Limited, et al., previously filed as an exhibit to Amerigon's Current Report on Form 8-K filed on August 4, 2011 and incorporated herein by reference.
10.6	First Amendment to Credit Agreement, dated as of May 31, 2011, among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., Banc of America Securities Limited, et al., previously filed as an exhibit to Amerigon's Current Report on Form 8-K filed on August 4, 2011 and incorporated herein by reference.
10.7*	Second Amendment to Credit Agreement, dated as of October 11, 2011, among W.E.T. Automotive Systems AG, W.E.T. Automotive Systems Ltd., Banc of America Securities Limited, et al.

* Filed herewith

FIRST AMENDMENT
TO CREDIT AGREEMENT

THIS FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of April 4, 2011 (this "Amendment") to the Existing Credit Agreement (such capitalized term and other capitalized terms used in this preamble and the recitals below to have the meanings set forth in, or are defined by reference in, Article I below) is entered into by and among AMERIGON INCORPORATED, a Michigan corporation (the "Company"), AMERIGON EUROPE GMBH, a German limited liability company ("Amerigon Germany" and, together with the Company, the "Borrowers" and each, a "Borrower"), each lender party hereto (collectively, the "Lenders" and individually, a "Lender") and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (in such capacity as administrative agent, the "Administrative Agent").

W I T N E S S E T H:

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

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

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

ARTICLE I

DEFINITIONS

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

"Amendment" is defined in the preamble.

"Amendment Effective Date" is defined in Article III.

"Amerigon Germany" is defined in the preamble.

"Borrower" is defined in the preamble.

"Company" is defined in the preamble.

"Credit Agreement" is defined in the first recital.

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

“Lender” is defined in the preamble.

SECTION 1.2. Other Definitions. Terms for which meanings are provided in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Amendment with such meanings.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT

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

SECTION 2.1. Amendment to Article V. Article V of the Existing Credit Agreement is hereby amended by inserting the following new Section 5.26 at the end thereof:

“**5.26 Deposit Accounts**. Other than the Escrow Accounts and the deposit account set forth on Schedule II to the Security Agreement, Amerigon Germany does not maintain any deposit accounts (as defined in the UCC), securities accounts (as defined in the UCC) or other similar accounts.”

SECTION 2.2. Amendments to Article VII. Article VII of the Existing Credit Agreement is hereby amended as follows:

SECTION 2.2.1. Amendment to Section 7.18. Section 7.18 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“**7.18 Tender Offer Extensions and Withdrawal**. (a) Extend or permit the extension of the Takeover Offer beyond July 1, 2011 or (b) fail to withdraw the Takeover Offer on or prior to July 1, 2011.”

SECTION 2.2.2. Amendment to Article VII. Article VII of the Existing Credit Agreement is hereby amended by inserting the following new Section 7.19 at the end thereof:

“**7.19 Bank Accounts**. Open, or cause to be opened, any deposit account (as defined in the UCC), securities account (as defined in the UCC) or other similar account unless the Administrative Agent is given thirty (30) days prior written notice and the Administrative Agent is granted a first-priority, perfected Lien in such account for the benefit of the Lenders in accordance with the Security Agreement and, in respect of Amerigon Germany, in respect of any deposit account (as defined in the UCC) opened or to be opened with a financial institution in Germany, the German law governed account pledge agreement dated as of March 30, 2011 among Amerigon Germany, the Lenders party thereto and the Administrative Agent.”

ARTICLE III

CONDITIONS TO EFFECTIVENESS

This Amendment shall become effective on and as of the date first written above (the "Amendment Effective Date") following receipt by the Administrative Agent of counterparts hereof executed on behalf of the Borrowers and the Required Lenders.

ARTICLE IV

MISCELLANEOUS

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

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

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

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

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

SECTION 4.6. Full Force and Effect; Limited Amendment and Waiver. Except as expressly amended or waived hereby, all of the representations, warranties, terms, covenants, conditions and other provisions of the Existing Credit Agreement and the other Loan Documents shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with their respective terms. The amendments and waivers set forth herein shall be limited precisely as provided for herein to the provisions expressly amended or waived herein and shall not be deemed to be an amendment to, waiver of,

consent to or modification of any other term or provision of the Existing Credit Agreement or any other Loan Document or of any transaction or further or future action on the part of any Loan Party which would require the consent of the Lenders under the Existing Credit Agreement or any of the Loan Documents.

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

SECTION 4.8. Acknowledgement of the Lenders. Each of the Lenders acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Amendment and its own investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Loan Parties, all of the matters and transactions contemplated in this Amendment and all other matters incidental thereto, including any amendment releasing the Liens of each Lender from the Senior Loan Escrow Account and hereby confirms that it is not relying and has not relied on any statement or representation of the Administrative Agent or any other Lender or any of their Related Parties, including legal counsel, in connection with its decision to enter into this Amendment and any amendment releasing the Liens of each Lender from the Senior Loan Escrow Account.

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

AMERIGON INCORPORATED

By: _____

Name: Daniel R. Coker

Title: President and Chief Executive Officer

AMERIGON EUROPE GMBH

By: _____

Name:

Title:

First Amendment to Credit Agreement

BANK OF AMERICA, N.A., AS

Administrative Agent

By: _____

Name:

Title:

First Amendment to Credit Agreement

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

By: _____

Name: David K. Komrska

Title: Senior Vice President

First Amendment to Credit Agreement

By: _____
Name:
Title:

First Amendment to Credit Agreement

COMERICA BANK

By: _____
Name:
Title:

First Amendment to Credit Agreement

By: _____
Name:
Title:

First Amendment to Credit Agreement

By: _____
Name:
Title:

First Amendment to Credit Agreement

SECOND AMENDMENT
TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT, dated as of August 12, 2011 (this "Amendment") to the Existing Credit Agreement (such capitalized term and other capitalized terms used in this preamble and the recitals below to have the meanings set forth in, or are defined by reference in, Article I below) is entered into by and among AMERIGON INCORPORATED, a Michigan corporation (the "Company"), AMERIGON EUROPE GMBH, a German limited liability company ("Amerigon Germany" and, together with the Company, the "Borrowers" and each, a "Borrower"), each lender party hereto (collectively, the "Lenders" and individually, a "Lender") and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (in such capacity as administrative agent, the "Administrative Agent").

WITNESSETH:

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

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

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

ARTICLE I

DEFINITIONS

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

"Administrative Agent" is defined in the preamble.

"Amendment" is defined in the preamble.

"Amendment Effective Date" is defined in Article III.

"Amerigon Germany" is defined in the preamble.

"Borrower" is defined in the preamble.

"Company" is defined in the preamble.

“Credit Agreement” is defined in the first recital.

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

“Lender” is defined in the preamble.

SECTION 1.2. Other Definitions. Terms for which meanings are provided in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Amendment with such meanings.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT

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

SECTION 2.1. Amendments to Article I.

SECTION 2.1.1. Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following definitions in their proper alphabetical places:

“Canadian Dollars” means the lawful currency of Canada.

“Korean Won” means the lawful currency of Korea.

“Yen” means the lawful currency of Japan.

SECTION 2.1.2. Section 1.01 of the Existing Credit Agreement is hereby amended by amending the following definitions in their entirety to read as follows:

“Alternative Currency” means (a) with respect to any Loan, Euro and (b) with respect to any Letter of Credit, each of Canadian Dollars, Euro, Korean Won or Yen.

“Letter of Credit” means any standby letter of credit issued hereunder. Letters of Credit may be issued in Dollars or in any Alternative Currency.

“Revaluation Date” means (a) with respect to any Loan, each of the following: (i) each date of a Borrowing of a Eurocurrency Rate Loan denominated in an Alternative Currency, (ii) each date of a continuation of a Eurocurrency Rate Loan denominated in an Alternative Currency pursuant to Section 2.02, and (iii) such additional dates as the Administrative Agent shall determine or the Required Lenders shall require and (b) with respect to any Letter of Credit, each of the following: (i) each date of issuance of a Letter of Credit denominated in an Alternative Currency, (ii) each date of an amendment of any such Letter of Credit having the effect of increasing the amount thereof (solely with respect to the increased amount), (iii) each date of any payment by the L/C Issuer under

any Letter of Credit denominated in an Alternative Currency and (iv) such additional dates as the Administrative Agent or the L/C Issuer shall determine or the Required Lenders shall require.

SECTION 2.1.3. Section 1.03 of the Existing Credit Agreement is hereby amended by inserting the following new clause (c) immediately after clause (b) thereof:

“(c) Financial Determinations. As of any date of determination, for purposes of determining the Consolidated Fixed Charge Coverage Ratio and the Consolidated Leverage Ratio (and any financial calculations required to be made or included within such ratios, including the calculation of Consolidated EBITDA), the calculation of such ratios and other financial calculations shall include or exclude, as the case may be, the effect of any assets or businesses, including the Target and its Subsidiaries acquired by the Company pursuant to the Acquisition, that have been acquired or Disposed of by the Company or any of its Subsidiaries pursuant to the terms hereof (including through mergers or consolidations) as of such date of determination, as determined by the Company on a *pro forma* basis in accordance with GAAP, which determination may include one-time adjustments or reductions in costs, if any, directly attributable to any such permitted Disposition or acquisition, as the case may be, in each case (i) as approved by the Administrative Agent; provided that no such approval shall be required in connection with the Acquisition and (ii) giving effect to any such permitted acquisition or Disposition as if it had occurred on the first day of the applicable Measurement Period or, in the case of the Acquisition, as if it had occurred on the first day of the Measurement Period commencing April 1, 2011.”

SECTION 2.1.4. Section 1.08 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“**1.08 Letter of Credit Amounts**. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the Dollar Equivalent of the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the Dollar Equivalent of the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.”

SECTION 2.2. Amendments to Article II.

SECTION 2.2.1. Clause (a)(i)(A)(1) of Section 2.03 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(1) from time to time on any Business Day during the period from the Closing Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in Dollars or one or more Alternative Currencies for the account of the Company or its Subsidiaries, and to amend or extend Letters of Credit previously issued by it, in accordance with clause (b) below, and”

SECTION 2.2.2. Clause (a)(iii)(D) of Section 2.03 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(D) except as otherwise agreed by the Administrative Agent and the L/C Issuer, such Letter of Credit is to be denominated in a currency other than Dollars or an Alternative Currency;”

SECTION 2.2.3. Clause (b)(i)(B) of Section 2.03 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(B) the amount and currency thereof;”

SECTION 2.2.4. Clause (c)(i) of Section 2.03 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the L/C Issuer shall notify the Company and the Administrative Agent thereof. In the case of a Letter of Credit denominated in an Alternative Currency, the Company shall reimburse the L/C Issuer in such Alternative Currency, unless (A) the L/C Issuer (at its option) shall have specified in such notice that it will require reimbursement in Dollars, or (B) in the absence of any such requirement for reimbursement in Dollars, the Company shall have notified the L/C Issuer promptly following receipt of the notice of drawing that the Company will reimburse the L/C Issuer in Dollars. In the case of any such reimbursement in Dollars of a drawing under a Letter of Credit denominated in an Alternative Currency, the L/C Issuer shall notify the Company of the Dollar Equivalent of the amount of the drawing promptly following the determination thereof. Not later than 11:00 a.m. on the date of any payment by the L/C Issuer under a Letter of Credit to be reimbursed in Dollars, or the Applicable Time on the date of any payment by the L/C Issuer under a Letter of Credit to be reimbursed in an Alternative Currency (each such date, an “Honor Date”), the Company shall reimburse the L/C Issuer through the Administrative Agent in an amount equal to the amount of such drawing and in the applicable currency. If the Company fails to so reimburse the L/C Issuer by such time, the Administrative Agent shall promptly notify each Revolving Credit Lender of the Honor Date, the amount of the unreimbursed drawing (expressed in Dollars in the amount of the Dollar Equivalent thereof in the case of a Letter of Credit denominated in an Alternative Currency) (the “Unreimbursed Amount”), and the amount of such Lender’s Applicable Percentage thereof. In such event, the Company shall be deemed to have requested a Revolving Credit Borrowing of Base Rate Loans to be disbursed on the Honor Date in an amount equal to the Unreimbursed Amount, without regard to the minimum and multiples specified in Section 2.02 for the principal amount of Base Rate Loans, but subject to the amount of the unutilized portion of the Revolving Credit Commitments and the conditions set forth in Section 4.04 (other than the delivery of a Committed Loan Notice). Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.”

SECTION 2.2.5. Clause (e) of Section 2.03 of the Existing Credit Agreement is hereby amended by (a) deleting the “or” at the end of clause (iv) thereof, (b) renumbering clause (v) thereof to clause (vi) and (c) inserting the following new clause (v) immediately after clause (iv) thereof:

“(v) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to the Company or any Subsidiary or in the relevant currency markets generally; or”

SECTION 2.3. Amendment to Article VI. Section 6.21 of Article VI of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“**6.21 Intentionally Omitted.**”

SECTION 2.4. Amendment to Article VII. Section 7.17 of Article VII of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“**7.17 Lease Obligations.** Create, incur, assume or suffer to exist any obligations as lessee (a) for the rental or hire of real or personal property in connection with any sale and leaseback transaction, or (b) for the rental or hire of other real or personal property of any kind under leases or agreements to lease (excluding Capitalized Leases) having an original term of one year or more that would cause the direct and contingent liabilities of the Company and its Material Subsidiaries, on a consolidated basis, in respect of all such obligations (other than building leases and other such obligations as in effect on the Closing Date and set forth on Schedule 7.17 delivered in connection with the Target Credit Facility Documents) to exceed \$500,000 payable in any period of 12 consecutive months.”

SECTION 2.5. Amendment to Article VIII. Section 8.01(b) of Article VIII of the Existing Credit Agreement is hereby amended by deleting the reference to Section “6.21” contained therein.

ARTICLE III

CONDITIONS TO EFFECTIVENESS

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

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

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

ARTICLE IV

MISCELLANEOUS

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

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

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

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

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

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

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

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

AMERIGON INCORPORATED

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

AMERIGON EUROPE GMBH

By: _____
Name:
Title:

Second Amendment to Credit Agreement

BANK OF AMERICA, N.A., as

Administrative Agent

By: _____

Name:

Title:

Second Amendment to Credit Agreement

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

By: _____

Name: David K. Komrska

Title: Senior Vice President

Second Amendment to Credit Agreement

By: _____
Name:
Title:

Second Amendment to Credit Agreement

COMERICA BANK

By: _____
Name:
Title:

Second Amendment to Credit Agreement

By: _____
Name:
Title:

Second Amendment to Credit Agreement

By: _____
Name:
Title:

Second Amendment to Credit Agreement

THIRD AMENDMENT
TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT, dated as of October 28, 2011 (this "Amendment") to the Existing Credit Agreement (such capitalized term and other capitalized terms used in this preamble and the recitals below to have the meanings set forth in, or are defined by reference in, Article I below) is entered into by and among AMERIGON INCORPORATED, a Michigan corporation (the "Company"), AMERIGON EUROPE GMBH, a German limited liability company ("Amerigon Germany" and, together with the Company, the "Borrowers" and each, a "Borrower"), each lender party hereto (collectively, the "Lenders" and individually, a "Lender") and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer (in such capacity as administrative agent, the "Administrative Agent").

W I T N E S S E T H:

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

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

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

ARTICLE I

DEFINITIONS

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

"Administrative Agent" is defined in the preamble.

"Amendment" is defined in the preamble.

"Amendment Effective Date" is defined in Article III.

"Amerigon Germany" is defined in the preamble.

"Borrower" is defined in the preamble.

“Company” is defined in the preamble.

“Credit Agreement” is defined in the first recital.

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

“Lender” is defined in the preamble.

“Third Amendment Fee Letter” means the letter agreement dated September 28, 2011, among the Company, Amerigon Germany, the Administrative Agent and the Arranger.

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

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT

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

SECTION 2.1. Amendments to Article I.

SECTION 2.1.1. Section 1.01 of the Existing Credit Agreement is hereby amended by adding the following definitions in their proper alphabetical places:

“Amerigon Germany Term Loan Availability Period” means the period from and including the Third Amendment Effective Date to the earliest of (a) January 1, 2013, (b) the date of termination of the Aggregate Commitments pursuant to Section 2.06 and (c) the date of termination of the commitment of each Lender to make Loans and of the obligation of the L/C Issuer to make L/C Credit Extensions pursuant to Section 8.02.

“Amerigon Germany Term Loan Principal Amount” means the sum of (a) the Final Amerigon Germany Term Loan Amount plus (b) the aggregate principal amount of each Amerigon Germany Term Borrowing advanced pursuant to Section 2.01(b).

“Existing Credit Agreement” means that certain Credit Agreement, dated as of March 30, 2011, among the Company, Amerigon Germany, each lender from time to time party thereto and Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer as amended prior to the Third Amendment Effective Date.

“Third Amendment Effective Date” means 28, 2011.

SECTION 2.1.2. Section 1.01 of the Existing Credit Agreement is hereby amended by amending the following definitions in their entirety to read as follows:

“Alternative Currency” means (a) with respect to any Loan, Euro and (b) with respect to any Letter of Credit, each of Canadian Dollars, Euro, Sterling or Yen.

“Amerigon Germany Term Facility” means, at any time, (a) on or prior to the last day of the Amerigon Germany Term Loan Availability Period, the aggregate amount of the Amerigon Germany Term Commitments at such time and (b) thereafter, the aggregate principal amount of the Amerigon Germany Term Loans of all Amerigon Germany Term Lenders outstanding at such time.

“Amerigon Germany Term Lender” means at any time, (a) on or prior to the last day of the Amerigon Germany Term Loan Availability Period, any Lender that has an Amerigon Germany Commitment at such time and (b) thereafter, any Lender that holds Amerigon Germany Term Loans at such time.

“Applicable Percentage” means (a) in respect of the Company Term Facility, with respect to any Company Term Lender at any time, the percentage (carried out to the ninth decimal place) of the Company Term Facility represented by (i) on or prior to the Closing Date, such Company Term Lender’s Company Term Commitment at such time and (ii) thereafter, the principal amount of such Company Term Lender’s Company Term Loans at such time, (b) in respect of the Amerigon Germany Term Facility, with respect to any Amerigon Germany Term Lender at any time, the percentage (carried out to the ninth decimal place) of the Amerigon Germany Term Facility represented by (i) on or prior to the last day of the Amerigon Germany Term Loan Availability Period, such Amerigon Germany Term Lender’s Amerigon Germany Term Commitment at such time and (ii) thereafter, the principal amount of such Amerigon Germany Term Lender’s Amerigon Germany Term Loans at such time and (c) in respect of the Revolving Credit Facility, with respect to any Revolving Credit Lender at any time, the percentage (carried out to the ninth decimal place) of the Revolving Credit Facility represented by such Revolving Credit Lender’s Revolving Credit Commitment at such time, in each case, subject to adjustment as provided in Section 2.16. If the commitments of each Revolving Credit Lender to make Revolving Credit Loans and the obligation of the L/C Issuer to make L/C Credit Extensions or each Amerigon Germany Term Lender to make Amerigon Germany Term Loans have been terminated pursuant to Section 8.02, or if the Revolving Credit Commitments or the Amerigon Germany Term Commitments, as applicable, have expired, then the Applicable Percentage of each Revolving Credit Lender in respect of the Revolving Credit Facility and each Amerigon Germany Term Lender in respect of the Amerigon Germany Term Facility shall be determined based on the Applicable Percentage of such Revolving Credit Lender in respect of the Revolving Credit Facility and Amerigon Germany Term Lender in respect of the Amerigon Germany Term Facility, respectively, most recently in effect, giving effect to any subsequent assignments. The Applicable Percentage of each Lender in respect of each Facility as of the Third Amendment Effective Date is set forth opposite the name of such Lender on Schedule 2.01 or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable.

“Consolidated EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of the Company and its Subsidiaries on a consolidated basis for the most recently completed Measurement Period plus (a) the following to the extent deducted in calculating such Consolidated Net Income: (i) Consolidated Interest Charges, (ii) the provision for Federal, state, local and foreign income taxes payable, (iii) depreciation and amortization expense, (iv) Acquisition Transaction Expenses in an aggregate amount not exceeding \$13,000,000, (v) non-cash unrealized losses on Swap Contracts, (vi) non-cash unrealized losses attributable to foreign currency transactions and (vii) other non-recurring expenses, as approved by the Administrative Agent in its reasonable discretion, reducing such Consolidated Net Income which do not represent a cash item in such period or any future period (in each case of or by the Company and its Subsidiaries on a consolidated basis for such Measurement Period) and minus (b) the following to the extent included in calculating such Consolidated Net Income: (i) Federal, state, local and foreign income tax credits, (ii) non-cash unrealized gains on Swap Contracts, (iii) non-cash unrealized gains attributable to foreign currency transactions and (iv) all non-cash items increasing Consolidated Net Income, in each case, of or by the Company and its Subsidiaries for such Measurement Period.

“Measurement Period” means, at any date of determination, the most recently completed four fiscal quarters of the Company or, if fewer than four consecutive fiscal quarters of the Company have been completed since the Closing Date, the fiscal quarters of the Company that have been completed since the Closing Date; provided that: (a) for purposes of determining an amount of any item (excluding cash payments made strictly in accordance with the Preferred Equity Subordination Agreement) included in the calculation of a financial ratio or financial covenant for the fiscal quarter ended June 30, 2011, such amount for the Measurement Period then ended shall equal such item for such fiscal quarter multiplied by four; (b) for purposes determining an amount of any item (excluding cash payments made strictly in accordance with the Preferred Equity Subordination Agreement) included in the calculation of a financial ratio or financial covenant for the fiscal quarter ended September 30, 2011, such amount for the Measurement Period then ended shall equal such item for the two fiscal quarters then ended multiplied by two; and (c) for purposes of determining an amount of any item (excluding cash payments made strictly in accordance with the Preferred Equity Subordination Agreement) included in the calculation of a financial ratio or financial covenant for the fiscal quarter ended December 31, 2011, such amount for the Measurement Period then ended shall equal such item for the three fiscal quarters then ended multiplied by 4/3.

SECTION 2.1.1. Section 1.01 of the Existing Credit Agreement is hereby amended by deleting the definition of “Korean Won” in its entirety.

SECTION 2.2. Amendments to Article II.

SECTION 2.2.1. Clause (b) of Section 2.01 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(b) The Amerigon Germany Term Borrowings. (i) Prior to the Third Amendment Effective Date and pursuant to the Existing Credit Agreement, each Amerigon Germany Term Lender made a loan to Amerigon Germany in an amount equal to such Amerigon Germany Term Lender’s Amerigon Germany Term Commitment, in an aggregate principal amount of \$33,000,000, of which the Alternative Currency Equivalent of \$4,861,587.15 remains outstanding as of the Third Amendment Effective Date. Each of the parties hereto acknowledges and agrees that the Amerigon Germany Term Loans (as defined in the Existing Credit Agreement) shall continue as Amerigon Germany Term Loans for all purposes under this Credit Agreement and the other Loan Documents. (ii) Subject to the terms and conditions set forth herein, each Amerigon Germany Term Lender severally agrees to make further loans to Amerigon Germany from time to time during the Amerigon Germany Term Loan Availability Period in an aggregate amount not to exceed such Amerigon Germany Term Lender’s aggregate Amerigon Germany Term Commitment. Each Amerigon Germany Term Borrowing shall consist of Amerigon Germany Term Loans made simultaneously by the Amerigon Germany Term Lenders in accordance with their respective Applicable Percentage of the Amerigon Germany Term Facility. Amounts borrowed under this Section 2.01(b) and repaid or prepaid may not be reborrowed. Amerigon Germany Term Loans may be Base Rate Loans or Eurocurrency Rate Loans as further provided herein. Amerigon Germany Term Loans may be borrowed in Dollars or the Alternative Currency.”

SECTION 2.2.2. Clause (b)(ii) of Section 2.06 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“The aggregate Amerigon Germany Term Commitments shall be automatically and permanently reduced (A) by the amount of each Amerigon Germany Term Borrowing on the date of each such Amerigon Germany Term Borrowing and (B) to the extent not reduced to zero prior thereto, to zero on the first day succeeding the last day of the Amerigon Germany Term Loan Availability Period.”

SECTION 2.2.3. Clause (c) of Section 2.06 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(c) Application of Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of the Letter of Credit Sublimit or Swing Line Sublimit, the Revolving Credit Commitment or the Amerigon Germany Term Commitment under this Section 2.06. Upon any reduction of (i) the Revolving Credit Commitments, the Revolving Credit Commitment of each Revolving Credit Lender shall be reduced by such Lender’s Applicable Revolving Credit Percentage of such reduction amount and (ii) the Amerigon Germany Term Commitments, the Amerigon Germany Term Commitment of each Amerigon Germany Term Lender shall be reduced by such Lender’s Applicable Percentage of such reduction amount. All fees in respect of the Revolving Credit Facility or the Amerigon Germany Term Facility, as applicable, accrued until the effective date of any termination of the Revolving Credit Facility or the Amerigon Germany Term Facility, as applicable, shall be paid on the effective date of such termination.”

SECTION 2.2.4. Clause (b) of Section 2.07 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Amerigon Germany Term Loans. The Borrowers shall repay to the Amerigon Germany Term Lenders the aggregate principal amount of all Amerigon Germany Term Loans outstanding on the Maturity Date and on the last Business Day of each of March, June, September and December occurring during each other period set forth below commencing March 31, 2013, in each case, in equal quarterly installments of the aggregate amount due for such period during such period of the respective amounts set forth opposite such periods (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.05):

<u>Period</u>	<u>Amount</u>
March 31, 2013 through June 30, 2013	6.25% of the Amerigon Germany Term Loan Principal Amount
September 30, 2013 through June 30, 2014	15% of the Amerigon Germany Term Loan Principal Amount
September 30, 2014 through June 30, 2015	17.5% of the Amerigon Germany Term Loan Principal Amount
September 30, 2015 through December 31, 2015	10% of the Amerigon Germany Term Loan Principal Amount
Maturity Date	The then outstanding principal amount of Amerigon Germany Term Loans

SECTION 2.2.5. Clause (a) of Section 2.09 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(a) Commitment Fee. The Company shall pay to the Administrative Agent for the account of (i) each Revolving Credit Lender in accordance with its Applicable Revolving Credit Percentage, a commitment fee in Dollars equal to the Applicable Rate ~~times~~ the actual daily amount by which the aggregate Revolving Credit Commitments exceed the sum of (A) the Outstanding Amount of Revolving Credit Loans and (B) the Outstanding Amount of L/C Obligations, subject to adjustment in accordance with Section 2.16 and (ii) each Amerigon Germany Term Loan Lender in accordance with its Applicable Percentage, a commitment fee in Dollars equal to the Applicable Rate times the actual daily amount of the aggregate Amerigon Germany Term Commitments. The commitment fees shall accrue at all times during the Availability Period and the Amerigon Germany Term Loan Availability Period, as applicable, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date with

respect to Revolving Credit Loans and the first such date to occur after the Third Amendment Effective Date with respect to Amerigon Germany Term Loans and, in each case, on the last day of the Availability Period and the Amerigon Germany Term Loan Availability Period, as applicable. The commitment fee shall be calculated quarterly in arrears, and if there is any change in the Applicable Rate during any quarter, the actual daily amount shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.”

SECTION 2.3. Amendment to Article IV. Section 4.04 of the Existing Credit Agreement is hereby amended by inserting the following new clause (e) immediately after clause (d) thereof:

“(e) In the event of a Credit Extension consisting of an Amerigon Germany Term Borrowing (other than the Amerigon Germany Term Borrowing made on the Closing Date), Amerigon Germany shall certify to the Administrative Agent in writing that the proceeds of such Credit Extension will be used solely in connection with the tenders of Equity Interests in connection with the Domination Agreement.”

SECTION 2.4. Amendment to Article VI. Section 6.11 of Article VI of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“6.11 **Use of Proceeds**. Use the proceeds of (a) the Credit Extensions (other than the Amerigon Germany Term Loans advanced during the Amerigon Germany Term Loan Availability Period) (i) to finance a portion of the Acquisition, (ii) to pay fees and expenses incurred in connection with the transactions contemplated hereby and by the Related Documents, (iii) to provide ongoing working capital and (iv) for other general corporate purposes of the Borrowers and their respective Material Subsidiaries not in contravention of any Law or of any Loan Document and (b) the Amerigon Germany Term Loans advanced during the Amerigon Germany Term Loan Availability Period, solely to fund the potential tender of shares of the Target in connection with the Domination Agreement.

SECTION 2.5. Amendment to Schedule 2.01. Schedule 2.01 of the Existing Credit Agreement is hereby amended in its entirety as set forth on Annex A attached hereto.

ARTICLE III

CONDITIONS TO EFFECTIVENESS

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

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

SECTION 3.2. Affirmation and Consent. The Administrative Agent shall have received, with counterparts for each Lender, a duly executed copy of an Affirmation and Consent, dated as of the Amendment Effective Date, in form and substance satisfactory to the Administrative Agent, duly executed and delivered by each of the Guarantors.

SECTION 3.3. Opinions. The Administrative Agent shall have received a favorable opinion of (a) Honigman Miller Schwartz and Cohn LLP, U.S. counsel to the Loan Parties, and (b) Milbank, Tweed, Hadley & McCloy LLP, German counsel to the Loan Parties, in each case, addressed to the Administrative Agent and each Lender as to corporate, enforceability, and security interest matters, in form and substance satisfactory to the Administrative Agent.

SECTION 3.4. Secretary's Certificates. The Administrative Agent shall have received, in form and substance satisfactory to the Administrative Agent, a certificate of the secretary or other officer of each Loan Party certifying (a) as to the names and signatures of each officer of such Loan Party authorized to execute and deliver this Amendment or the Affirmation and the other Loan Documents to which such Loan Party is a party delivered in connection herewith, (b) as to the resolutions of such Loan Party's board of directors or other appropriate governing body approving and authorizing the execution, delivery and performance of this Agreement, the Affirmation and the other Loan Documents to which such Loan Party is a party delivered in connection herewith and (c) that there have been no changes to the Organization Documents of any Loan Party since the Closing Date.

SECTION 3.5. Good Standing. The Administrative Agent shall have received copies of certificates of good standing, existence or its equivalent with respect to each Loan Party certified as of a recent date by the appropriate Governmental Authorities of the state or other jurisdiction of incorporation or organization and each other jurisdiction in which the failure to so qualify and be in good standing could reasonably be expected to have a Material Adverse Effect.

SECTION 3.6. No Material Adverse Effect. Since December 31, 2010, there has been no event or circumstance, either individually or in the aggregate, that has had or could reasonably be expected to have a Material Adverse Effect.

SECTION 3.7. Costs and Expenses, etc. The Administrative Agent shall have received for the account of each Lender, all fees, costs and expenses (a) due under the Third Amendment Fee Letter and (B) due and payable pursuant to Section 10.04 of the Credit Agreement, if then invoiced, including fees and expenses of counsel to the Administrative Agent.

ARTICLE IV

MISCELLANEOUS

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

SECTION 4.2. Loan Document Pursuant to Existing Credit Agreement. This Amendment is a Loan Document executed pursuant to the Existing Credit Agreement and

shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with all of the terms and provisions of the Existing Credit Agreement, as amended hereby, including Article X thereof.

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

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

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

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

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

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

AMERIGON INCORPORATED

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

AMERIGON EUROPE GMBH

By: _____
Name:
Title:

Third Amendment to Credit Agreement

BANK OF AMERICA, N.A., AS

Administrative Agent

By: _____

Name:

Title:

Third Amendment to Credit Agreement

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

By: _____

Name: David K. Komrska

Title: Senior Vice President

Third Amendment to Credit Agreement

By: _____

Name:

Title:

Third Amendment to Credit Agreement

COMERICA BANK

By: _____
Name:
Title:

Third Amendment to Credit Agreement

By: _____
Name:
Title:

Third Amendment to Credit Agreement

By: _____
Name:
Title:

Third Amendment to Credit Agreement

**COMMITMENTS
AND APPLICABLE PERCENTAGES**

<u>Lender</u>	<u>Company Term Loan Commitment</u>	<u>Applicable Company Term Loan Percentage</u>	<u>Amerigon Germany Term Loan Commitment</u>	<u>Applicable Amerigon Germany Term Loan Percentage</u>	<u>Revolving Credit Commitment</u>	<u>Applicable Revolving Credit Percentage</u>
Bank of America, N.A.	\$7,834,005.93	22.3828763%	\$10,072,293.32	22.3828740%	\$5,595,718.51	22.3828740%
JPMorgan Chase Bank, N.A.	\$7,483,229.55	21.3806558%	\$ 9,621,295.15	21.3806559%	\$5,345,163.97	21.3806559%
Comerica Bank	\$7,483,229.55	21.3806558%	\$ 9,621,295.13	21.3806558%	\$5,345,163.96	21.3806558%
The Huntington National Bank	\$6,664,751.32	19.0421466%	\$ 8,568,965.99	19.0421466%	\$4,760,536.66	19.0421466%
KeyBank National Association	\$5,534,783.65	15.8136675%	\$ 7,116,150.42	15.8136676%	\$3,953,416.90	15.8136676%
Total	\$ 35,000,000	100.000000000%	\$ 45,000,000	100.000000000%	\$ 25,000,000	100.000000000%

Third Amendment to Credit Agreement

SECOND AMENDMENT
TO CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT, dated as of October 11, 2011 (this "Amendment") to the Existing Credit Agreement (such capitalized term and other capitalized terms used in this preamble and the recitals below to have the meanings set forth in, or are defined by reference in, Article I below) is entered into by and among W.E.T. AUTOMOTIVE SYSTEMS, AG, a German stock corporation (the "German Borrower"), W.E.T. AUTOMOTIVE SYSTEMS LTD., a Canadian corporation (the "Canadian Borrower" and, together with the German Borrower, the "Borrowers" and each, a "Borrower"), each lender party hereto (collectively, the "Lenders" and individually, a "Lender"), BANC OF AMERICA SECURITIES LIMITED, as administrative agent (in such capacity, the "Administrative Agent") and BANK OF AMERICA, N.A., as Swing Line Lender and L/C Issuer ("Bank of America").

W I T N E S S E T H:

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

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

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

ARTICLE I

DEFINITIONS

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

"Administrative Agent" is defined in the preamble.

"Amendment" is defined in the preamble.

"Amendment Effective Date" is defined in Article III.

"Bank of America" is defined in the preamble.

"Borrower" is defined in the preamble.

"Canadian Borrower" is defined in the preamble.

“Credit Agreement” is defined in the first recital.

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

“German Borrower” is defined in the preamble.

“Lender” is defined in the preamble.

SECTION 1.2. Other Definitions. Terms for which meanings are provided in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Amendment with such meanings.

ARTICLE II

AMENDMENTS TO CREDIT AGREEMENT

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

SECTION 2.1. Amendments to Article I. Article I of the Existing Credit Agreement is hereby amended as follows:

SECTION 2.1.1. Amendments to Section 1.01. The following definitions in Section 1.01 of the Existing Credit Agreement are hereby amended and restated in their entirety to read as follows:

“Consolidated EBITDA” means, at any date of determination, an amount equal to Consolidated Net Income of the German Borrower and its Subsidiaries on a consolidated basis for the most recently completed Measurement Period plus (a) the following to the extent deducted in calculating such Consolidated Net Income: (i) Consolidated Interest Charges, (ii) the provision for federal, state, local and foreign income taxes payable, (iii) depreciation and amortization expense, (iv) Acquisition Transaction Expenses in an aggregate amount not exceeding the Alternative Currency Equivalent of €1,500,000, (v) non-cash unrealized losses on Swap Contracts, (vi) non-cash unrealized losses attributable to foreign currency transactions and (vii) other non-recurring expenses, as approved by the Administrative Agent in its reasonable discretion, reducing such Consolidated Net Income in such period or any future period (in each case of or by the German Borrower and its Subsidiaries on a consolidated basis for such Measurement Period) and minus (b) the following to the extent included in calculating such Consolidated Net Income: (i) federal, state, local and foreign income tax credits, (ii) non-cash unrealized gains on Swap Contracts, (iii) non-cash unrealized gains attributable to foreign currency transactions and (iv) all non-cash items increasing Consolidated Net Income, in each case, of or by the German Borrower and its Subsidiaries for such Measurement Period.

“Outstanding Amount” means (a) with respect to Term Loans on any date, the amount of the aggregate outstanding principal amount thereof in the relevant currency thereof after giving effect to any borrowings and prepayments or repayments of such Term Loans occurring on such date; (b) with respect to Revolving Credit Loans on any date, the Euro Equivalent amount of the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Revolving Credit Loans occurring on such date; (c) with respect to Swing Line Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of such Swing Line Loans occurring on such date; and (d) with respect to any L/C Obligations on any date, the Euro Equivalent amount of the aggregate outstanding amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements by the Company of Unreimbursed Amounts.

“Solvent” and “Solvency” mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property and assets of such Person is greater than the total amount of liabilities (other than, with respect to the Canadian Borrower, liabilities consisting of shareholder loans and/or redeemable preferred shares and with respect to WET Ukraine, liabilities consisting of shareholder loans and/or intercompany loans), including contingent liabilities, of such Person, (b) the present fair salable value of the property and assets of such Person is not less than the amount that will be required to pay the probable liability (other than, with respect to the Canadian Borrower, liabilities consisting of shareholder loans and/or redeemable preferred shares and with respect to WET Ukraine, liabilities consisting of shareholder loans and/or intercompany loans) of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities (other than, with respect to the Canadian Borrower, liabilities consisting of shareholder loans and/or redeemable preferred shares and with respect to WET Ukraine, liabilities consisting of shareholder loans and/or intercompany loans) beyond such Person’s ability to pay such debts and liabilities as they mature, (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property and assets would constitute an unreasonably small capital, and (e) such Person is able to pay its debts and liabilities (other than, with respect to the Canadian Borrower, liabilities consisting of shareholder loans and/or redeemable preferred shares and with respect to WET Ukraine, liabilities consisting of shareholder loans and/or intercompany loans), contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

SECTION 2.1.2. Amendment to Section 1.05. Section 1.05 of the Existing Credit Agreement is hereby amended by inserting the parenthetical “(other than with respect to Term Loans)” immediately after the term “Outstanding Amounts” set forth therein.

SECTION 2.2. Amendments to Article II. Article II of the Existing Credit Agreement is hereby amended as follows:

SECTION 2.2.1. Amendment to Section 2.01. Section 2.01 of the Existing Credit Agreement is hereby amended by inserting the following phrase at the end of such Section:

“As of the Funding Release Date, the aggregate principal amount of Terms Loans denominated in Euro outstanding shall be €20,000,000 and the aggregate principal amount of Terms Loans denominated in U.S. Dollars outstanding shall be \$14,065,000.”

SECTION 2.2.2. Amendment to Section 2.05(b)(ii). Section 2.05(b)(ii) of the Existing Credit Agreement is hereby amended by inserting the phrase “or as permitted by Section 7.02(c)” immediately after the phrase “Unrestricted Loan Party” set forth therein.

SECTION 2.2.3. Amendment to Section 2.07(a). Section 2.07(a) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(a) Term Loans. The Borrowers shall repay to the Term Lenders the aggregate principal amount of all Term Loans outstanding (i) on the Maturity Date (provided that such Term Loans denominated in Euro shall be repaid in Euro and such Term Loans denominated in any Alternative Currency shall be repaid in such Alternative Currency) and (ii) on the last Business Day of each of August 2011 and September 2011 as set forth below and the last Business Day of each of March, June, September and December occurring during each other period as set forth below commencing December 2011, in each case, in the respective amounts set forth opposite such periods (which amounts shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.05):”

Period	Amount for Term Loans denominated in Euro	Amount for Term Loans denominated in U.S. Dollars
August 31, 2011	€666,666.67	\$468,833.33
September 30, 2011	€333,333.33	\$234,416.67
December 31, 2011 through December 31, 2015 Maturity Date	€1,000,000.00	\$703,250.00
	The then aggregate outstanding principal amount of such Term Loans denominated in Euro	The then aggregate outstanding principal amount of such Term Loans denominated in U.S. Dollars

SECTION 2.3. Amendments to Article VII. Article VII of the Existing Credit Agreement is hereby amended as follows:

SECTION 2.3.1. Amendment to Section 7.02(c). Section 7.02(c) of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(c) Investments of the German Borrower in any Unrestricted Loan Party and Investments of any Material Subsidiary in the German Borrower or in another Material Subsidiary (other than any Chinese Subsidiary or WET Ukraine); provided that, notwithstanding the foregoing, each of the German Borrower and WET Hungary shall be permitted to make Investments in the form of advance loans and other similar Indebtedness to WET Ukraine to be used by WET Ukraine (i) for Capital Expenditures and working capital purposes, but only in an aggregate amount not to exceed (A) €2,000,000 from May 16, 2011 through December 31, 2011 and (B) €2,000,000 during any calendar year commencing January 1, 2012 and thereafter and (ii) for WET Ukraine’s proposed warehouse expansion, but only in an aggregate amount not to exceed €3,000,000; provided further that the German Borrower shall be permitted to increase its Investment in the Equity Interest of WET Ukraine in an amount not to exceed €7,000,000;”

SECTION 2.3.2. Amendments to Section 7.05. Section 7.05 of the Existing Credit Agreement is hereby amended by (a) deleting the “and” at the end of clause (f) thereof, (b) inserting “and” at the end of clause (g) thereof and (c) inserting a new clause (h) as follows:

“(h) Dispositions of accounts receivables due and owing by WET Ukraine to the German Borrower in connection with any increase in the Equity Interest of WET Ukraine by the German Borrower as permitted under Section 7.02(c);”

SECTION 2.3.3. Amendment to Section 7.03(f). Section 7.03(f) of the Existing Credit Agreement is hereby amended by deleting the reference to “Unrestricted Loan Parties” and inserting “Loan Parties” in lieu thereof.

SECTION 2.3.4. Amendment to Section 7.06. Section 7.06 of the Existing Credit Agreement is hereby amended by deleting (a) the “and” at the end of clause (c) thereof, (b) deleting clause (d) thereof in its entirety and (c) inserting new clauses (d) and (e) as follows:

“(d) (i) the German Borrower may issue and sell its common Equity Interests, so long as the Net Cash Proceeds thereof are applied to the prepayment of the Loans pursuant to Section 2.05(b) and (ii) the Canadian Borrower may issue common Equity Interests in connection with the replacement or reclassification of its current Class A special shares; and

(e) WET Ukraine may issue common Equity Interests to the German Borrower in connection with the transactions permitted by Section 7.02(c).”

SECTION 2.3.5. Amendment to Section 7.08. Section 7.08 of the Existing Credit Agreement is hereby amended by deleting the reference to “Unrestricted Loan Parties” and inserting “Loan Parties” in lieu thereof.

SECTION 2.3.6. Amendment to Section 7.12. Section 7.12 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“7.12 **Amendments of Organization Documents**. Amend any of its Organization Documents without the consent of the Required Lenders, except any amendment which (a) is minor or technical in nature, (b) would not be reasonably likely to adversely affect the rights and remedies of the Administrative Agent or other Secured Parties under this Agreement or the other Loan Documents, (c) any amendment of the Organization Documents of the Canadian Borrower in connection with the replacement or reclassification of its Class A special shares as permitted under Section 7.06(d) or any amendment of the Organization Documents of WET Ukraine in connection with the increase of its outstanding Equity Interest as permitted under Section 7.06(e).”

SECTION 2.3.7. Amendment to Section 7.14. Section 7.14 of the Existing Credit Agreement is hereby amended by inserting the following proviso immediately prior to the “.” at the end thereof:

“; provided that the German Borrower may reduce any intercompany Indebtedness due and owing from WET Ukraine at any time and from time to time prior to the due date for regularly scheduled payments or the maturity thereof solely to the extent such reduction is made with a corresponding increase of the Equity Interest of the German Borrower in WET Ukraine.”

SECTION 2.3.8. Amendment to Section 7.17. Section 7.17 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“7.17 **Lease Obligations**. Create, incur, assume or suffer to exist any obligations as lessee (a) for the rental or hire of real or personal property in connection with any sale and leaseback transaction, or (b) for the rental or hire of other real or personal property of any kind under leases or agreements to lease (excluding Capitalized Leases) having an original term of one year or more that would cause the direct and contingent liabilities of the German Borrower and its Material Subsidiaries, on a consolidated basis, in respect of all such obligations to exceed €1,300,000 payable in any period of 12 consecutive months.”

ARTICLE III

CONDITIONS TO EFFECTIVENESS

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

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

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

ARTICLE IV

MISCELLANEOUS

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

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

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

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

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

SECTION 4.6. Full Force and Effect; Limited Amendment. Except as expressly amended hereby, all of the representations, warranties, terms, covenants, conditions and other provisions of the Existing Credit Agreement and the other Loan Documents shall remain

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

SECTION 4.7. Representations and Warranties. In order to induce the Lenders to execute and deliver this Amendment, the Borrower hereby represents and warrants to the Lenders that, both before and after giving effect to this Amendment, all statements set forth in clauses (a) and (b) of Section 4.03 of the Credit Agreement are true and correct; provided that with respect to the representation and warranty set forth in Section 5.18 of the Credit Agreement as it relates to the Canadian Borrower and WET Ukraine, the Lenders hereby acknowledge the Borrower's representation that the deviation from the definition of Solvent under the Existing Credit Agreement as set forth in the Solvency Certificates delivered by each of the Canadian Borrower and WET Ukraine is immaterial.

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

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

By: _____
Name:
Title:

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

By: _____
Name:
Title:

Second Amendment to Credit Agreement

BANC OF AMERICA SECURITIES LIMITED,
as Administrative Agent

By: _____

Name:

Title:

Second Amendment to Credit Agreement

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

By: _____
Name:
Title:

Second Amendment to Credit Agreement

By: _____
Name:
Title:

Second Amendment to Credit Agreement

COMERICA BANK

By: _____
Name:
Title:

Second Amendment to Credit Agreement

By: _____
Name:
Title:

Second Amendment to Credit Agreement

KEYBANK NATIONAL ASSOCIATION

By: _____

Name:

Title:

Second Amendment to Credit Agreement