

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 1
TO
FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

AMERIGON INCORPORATED
(Exact name of Registrant as specified in its charter)

CALIFORNIA
(State or other jurisdiction of
incorporation or organization)

95-4318554
(I.R.S. Employer
Identification Number)

5462 IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706
(626) 815-7400

(Address, including zip code, and telephone number,
including area code, of Registrant's principal executive offices)

RICHARD A. WEISBART
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APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:

At such time or times on and after the date on which this Registration Statement
becomes effective as the Selling Securityholders may determine.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act") other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	NUMBER OF SECURITIES OF EACH CLASS TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SECURITY(2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(2)	AMOUNT OF REGISTRATION FEE
Common Stock, no par value per share	2,500,000	\$7.3125 (3)	\$18,281,250.00	\$4,826.25(5)
	240,400 (1)	\$7.65625 (4)	\$ 1,840,562.50	\$ 485.91

(1) Includes a number of shares of Common Stock issuable upon exercise of certain warrants and options held by the Selling Securityholders and, pursuant to Rule 416 under the Securities Act, an indeterminate number of shares of Common Stock as may be issued from time to time upon exercise of such warrants or options by reason of adjustment of the number of shares of Common Stock to be issued upon such exercises under certain circumstances outlined in the Prospectus.

(2) Estimated solely for the purpose of calculating the registration fee.

(3) Pursuant to Rule 457(c), the price of the Common Stock is based upon the average of the high and low prices of the Common Stock on the Nasdaq SmallCap Market on June 28, 2000.

(4) Pursuant to Rule 457(c), the price of the Common Stock is based upon the average of the high and low prices of the Common Stock on the Nasdaq SmallCap Market on July 19, 2000.

(5) Previously paid.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

The information contained in this Preliminary Prospectus is not complete and may be changed. The Selling Securityholders may not sell these securities pursuant to this Prospectus until the Registration Statement filed with the Securities and Exchange Commission is effective. This Prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to completion, Preliminary Prospectus dated July 24, 2000.

PROSPECTUS

AMERIGON INCORPORATED

2,740,400 Shares of
Common Stock

The holders of our common stock who are identified in this prospectus may offer and sell from time to time up to 2,740,400 shares (subject to adjustment in certain circumstances) of our common stock by using this prospectus.

Our common stock covered by this prospectus may be sold from time to time in the over-the-counter market to purchasers in certain states provided that such sales satisfy the requirements for exemption from registration or qualification under the applicable laws of such states, including, without limitation, the following requirements: (1) all sales must be made either through broker-dealers acting as agents for the holders of our common stock who are identified in this prospectus or to broker-dealers who may purchase the securities as principals and thereafter sell the securities from time to time in the over-the-counter market, and all such broker-dealers are registered under the laws of any state in which any sales are deemed to occur; (2) any compensation (including without limitation, any discounts, concessions or commissions from the holders of our common stock who are identified in this prospectus or the purchasers for whom such broker-dealers may act as agents or to whom they may sell as principals) paid to broker-dealers must not exceed customary commissions; and (3) all sales must be made at market prices prevailing at the time of sale. See "Plan of Distribution."

Amerigon Incorporated's common stock is traded on the Nasdaq SmallCap Market under the ticker symbol "ARGN." On July 21, 2000, the closing sale price of the common stock, as reported by Nasdaq, was \$7.50 per share.

This investment involves a high degree of risk. See "Risk Factors" beginning on page 6 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is July __, 2000.

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FORWARD-LOOKING STATEMENTS

This prospectus and the documents it incorporates by reference contain forward-looking statements. Forward-looking statements relate to future periods and include descriptions of our plans, objectives, and underlying assumptions for future operations, our market opportunities, our acquisition opportunities, and our ability to compete.

Generally, "may," "will," "expect," "believe," "estimate," "anticipate," "intend," "continue" and similar words identify forward-looking statements. Forward-looking statements are based on our current expectations and are subject to risks and uncertainties that can cause actual results to differ materially. For information on these risks and uncertainties, see the "Risk Factors."

We urge you to consider these factors carefully in evaluating the forward-looking statements contained in this prospectus. Forward-looking statements are made only as of the date of this prospectus. We do not intend, and undertake no obligation, to update these forward-looking statements.

As used in this prospectus, "Company," "we," "us" and "our" refer to Amerigon Incorporated and its affiliates.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by reference to, and should be read in conjunction with, the more detailed information appearing elsewhere in this Prospectus or incorporated by reference herein. Investors should also carefully consider the information set forth under "Risk Factors."

The Company

We are a designer, marketer and manufacturer of proprietary high technology electronic components and systems for sale to automotive, truck and other original equipment manufacturers ("OEMs"). We are currently focusing the majority of our efforts on the introduction of our primary product, a Climate Control Seat(TM) ("CCS(TM)") system, which provides year-round comfort by providing both heating and cooling to seat occupants.

Additionally, we have a product still under development, our AmeriGuard(TM) radar-based speed and distance sensor system, which alerts drivers to the presence of objects near the vehicle.

Climate Control Seat System

In the past two years, we have supplied prototype seats containing our CCS system to virtually every major automobile manufacturer and seat supplier. As a result of this process, we were selected by Ford Motor Company ("Ford") to supply our CCS product to Johnson Controls, Inc. ("JCI") for installation in the 2000 model year Lincoln Navigator SUV. According to Automotive News, approximately 43,000 of these vehicles were produced in the 1999 calendar year. The CCS product is currently being offered as an optional feature on this vehicle, replacing the traditional seat heater. Initial production shipments to JCI commenced in late November 1999.

On March 27, 2000, we entered into a Value Participation Agreement ("VPA") with Ford. Pursuant to the VPA, Ford agreed that, through December 31, 2004, we have the exclusive right to manufacture and supply heated and cooled or heated and ventilated seats to Ford's tier 1 suppliers for installation in Ford, Lincoln and Mercury branded vehicles produced and sold in North America (other than Ford branded vehicles produced by AutoAlliance International, Inc.). Ford is not obligated to purchase any CCS units under the VPA.

We are also in pre-production preparation to supply our CCS product to a major Japanese automotive manufacturer for installation in a 2001 model year luxury vehicle. We are working with many other automotive OEMs and their seat suppliers in an effort to have the CCS product included in other models commencing with the 2002 model year and beyond. We currently have active development programs on nine other vehicle platforms, but no assurance can be given that our CCS system will be implemented in any of these vehicles. Currently, we are enjoying several competitive advantages including:

- . Innovative product - our CCS system is the only product currently offered that provides both active heating and cooling for automotive seats;

- . Proprietary technology - we own three patents, exclusively license three other patents and have one patent application pending relating to our CCS technology;

- . Time to market - it typically takes approximately five years for a new component to be developed and introduced in a new automotive model, which creates a significant barrier to entry for competing products and technologies; and

- . Seasoned automotive management team - our management team has substantial experience in the automotive industry, both individually and collectively.

CCS System Market Opportunity

By providing both a heating and cooling solution, we believe that the potential market for the CCS system is much larger than just the heated seat market alone. Some of the characteristics for this market opportunity include:

- . Approximately 56 million cars and light trucks were sold worldwide in 1999 (Source: Automotive News);

- . Assuming 2 front seats per vehicle, 112 million front seats are sold annually; and

- . The Company estimates that between 12 to 15 million traditional electric resistance heated seats are sold in new automobiles each year.

New entrants to the automotive components industry that wish to produce and supply innovative seating components must undergo a rigorous qualification process, which takes approximately five years. We believe that in addition to deterring new entrants, the existence of this qualification process represents switching costs for module integrators that are required to assist the new supplier in meeting automakers' requirements. Additionally, we believe module integrators are, like their automaker customers, trying to limit the number of suppliers.

CCS Strategy

Our strategy is to build upon the existing relationships currently in place between automobile manufacturers and their suppliers and to become the leading provider of climate controlled seating to the automotive marketplace. Key elements of our strategy include:

- . Continuing to partner with major automotive seat companies;
- . Completing the next generation of the CCS technology;
- . Increasing global penetration with global automotive companies; and
- . Continuing to expand our intellectual property.

AmeriGuard Radar System

Our AmeriGuard product is still under development, although we have sold AmeriGuard prototypes to various automotive and other companies. We are initially marketing it primarily as a backup warning system (BWS) for heavy trucks. We have been engaged in a multiphase test of our system with the New Mexico State Highway and Transportation Department and have recently delivered sixty systems to them for evaluation. In addition, we are currently working to obtain a development program with one of the world's leading suppliers of lighting systems for trucks and buses with a goal of

integrating our radar product into its lighting systems for heavy trucks. Our radar technology has many advantages over the other technologies currently in use:

- . Our radar sensors transmit and receive through the plastics typically used in bumper assemblies and lamp lenses;

- . Our radar products operate in rain, snow and when coated with thin layers of ice; and

- . Our radar utilizes solid-state electronics which require no maintenance or calibration.

Recent Developments

As a result of the extensive knowledge of thermoelectric technology obtained during the development of the CCS product, we have decided to establish a formal research and development program whereby improvements in thermoelectric technology will be pursued. The objective of this effort will be to expand and exploit the application of thermoelectric devices beyond CCS and to non-automotive applications.

In June 2000, we raised \$12.5 million in gross proceeds from a private placement of 2,500,000 shares of our common stock at an offering price of \$5.00 per share.

Corporate History

We were incorporated in California in 1991 and originally focused our efforts on developing electric vehicles and high technology automotive systems. Because the electric vehicle market did not develop as rapidly as anticipated, we substantially scaled back our efforts in that area beginning in 1997 and completely disposed of our electric vehicle business in June 1999. Our headquarters are located at 5462 Irwindale Avenue, Irwindale, California 91706, telephone (626) 815-7400.

RISK FACTORS

Investment in our common stock is speculative and involves a high degree of risk. You should only purchase shares if you can afford to lose your entire investment. In deciding whether to buy our common stock, you should carefully consider the following risk factors, the other information contained in this prospectus and the other information we have incorporated by reference.

Risks Relating to the Company's Business

Early Stage of Commercialization

Although we began operations in 1991, we are only in the early stages of commercial manufacturing and marketing of our products. We originally focused our efforts on developing electric vehicles and other automotive systems. Because the electric vehicle market did not develop as rapidly as we anticipated, we substantially scaled back our efforts in that area beginning in 1997 and completely disposed of our electric vehicle business in June 1999 to focus completely on our CCS and radar products. In December 1997, we received our first production orders for our CCS product, but shipments of production units in 1998 were very small. We were selected by Ford to supply our CCS product to JCI for installation in the 2000 model year Lincoln Navigator SUV. The CCS product is currently being offered as an optional feature on this vehicle and we commenced initial production shipments to JCI in late November 1999. There can be no assurance that sales will significantly increase, or that we will become profitable.

Substantial Operating Losses Since Inception

We have incurred substantial operating losses since our inception. As of December 31, 1999 and December 31, 1998, we had accumulated deficits since inception of \$43,880,000 and \$36,305,000, respectively. Our accumulated deficits are attributable to the costs of developmental and other start-up activities, including the industrial design, development and marketing of our products and a significant loss incurred on a major electric vehicle development contract. Of the \$23 million we spent between inception and 1996, \$18 to \$21 million of that amount was spent on electric vehicles or integrated voice technology, another discontinued product. As is typical for a development company transitioning for the first time into a production company, we have continued to incur losses due to continuing expenses without significant revenues or profit margins on the sale of products, and expect to incur significant losses for the foreseeable future.

We have not achieved profitability on a quarterly or annual basis to date and may continue to incur net losses for the foreseeable future. Failure to achieve profitability could deplete our current capital resources and reduce our ability to raise additional capital. We incurred net losses of approximately \$5.4 million in 1997, \$7.7 million in 1998, \$7.6 million in 1999 and \$2.1 million in the three months ended March 31, 2000. We had an accumulated deficit of approximately \$43.9 million as of December 31, 1999 and approximately \$45.9 million as of March 31, 2000. The report of our independent accountants with respect to the audited financial statements included in our Annual Report on Form 10-K for the year ended December 31, 1999 states that our recurring losses, negative cash flows from operations, significant accumulated deficit and expectation of incurring future losses raise substantial doubts about our ability to continue as a going concern. We expect to increase our operating expenses significantly, expand our sales and marketing operations and continue to develop and expand our product and service offerings. If increased revenues do not accompany these increased expenses, our business, financial condition and results of operations would be materially adversely affected.

Dependence on Acceptance by Consumers; Market Competition

We have engaged in a lengthy development process on the CCS product which involved developing a prototype for proof of concept and then adapting the basic system to actual seats provided by various automotive OEMs and their seat suppliers. In the last two years, we have supplied prototype seats containing our CCS system to virtually every major car manufacturer. As a result of this process, we were selected by Ford to supply our CCS product to JCI for installation in the 2000 model year Lincoln Navigator SUV. The CCS product is currently being offered as an optional feature on this vehicle. We commenced initial production shipments to JCI in late November 1999. We are working with many other automotive OEMs and their seat suppliers in an effort to have the CCS product included in other models commencing with the 2001 model year and beyond. We currently have active development programs on nine other vehicle platforms, but no assurance can be given that our CCS system will be implemented in any of these vehicles. Furthermore, there is no assurance that consumers will accept or desire our CCS product, particularly at the prices which will be charged by the OEM for the feature. This may prevent our CCS product from becoming a standard (as opposed to an optional) feature in vehicles and also may prevent other automotive OEMs from adopting our CCS product as an optional or standard feature for other models.

Need for Additional Financing

As is customary for a company only now initiating production, we have experienced negative cash flow from operations since our inception and have expended, and expect to continue to expend, substantial funds to continue our development and marketing efforts. In addition, as our CCS product now requires production in larger quantities, we will incur increased manufacturing costs. We have not generated and do not expect to generate in the near future sufficient revenues from the sales of our principal products to cover our operating expenses. In addition to the proceeds from the Offering, we will require additional financing through bank borrowings, debt or equity financing or otherwise to finance our planned operations. No assurance can be given that such alternate funding sources can be obtained or will provide sufficient, if any, financing for us.

At this time, funds from operations are not sufficient to meet our anticipated financial requirements. Based on current plans, we believe that the net funds raised from sale of the common stock offered in our June 2000 private placement, together with current cash balances and funds from operations, will be sufficient to meet our operating needs for up to the next 18 months. The actual amount of funds that we will need to operate during this period will be determined by many factors, some of which are beyond our control. Therefore, we may need funds sooner than currently anticipated.

Dependence on Relationships with Third Parties

Our ability to successfully market and manufacture our products is dependent on relationships with both third party suppliers and customers.

CCS

Our success in marketing the CCS product is dependent on acceptance of our product by automotive OEMs and their seat suppliers. The CCS product is being offered as an optional feature on the 2000 model year Lincoln Navigator SUV and we are working with many other automotive OEMs and their seat suppliers in an effort to have the CCS product included in other models commencing with the 2001 model year and beyond. However, there is no assurance that automotive OEMs will accept our product.

We rely on various vendors and suppliers for the components of our products and procure these components through purchase orders, with no guaranteed supply arrangements. While we believe that there are a number of alternative sources for most of these components, certain components, including thermoelectric devices, are only available from a limited number of suppliers. The loss of any significant supplier, in the absence of a timely and satisfactory alternative arrangement, or an inability to obtain essential components on reasonable terms or at all, could materially adversely affect our business, operations and cash flows.

Radar

In light of the lengthy sales cycles to automotive OEMs and recent successes with our radar products in tests with trucks and heavy construction equipment, we have decided to focus our radar product in the truck and heavy construction equipment market rather than sales to automotive OEMs for passenger vehicles. We are currently working to obtain a development program with one of the world's leading suppliers of lighting systems for trucks and buses with a goal of integrating our radar product into its lighting systems for heavy trucks. However, we do not yet have a commitment from this company and, in any event, the success of this approach will depend in part on the other party's own competitive, marketing and strategic considerations, including the relative advantages of alternative products being developed and/or marketed by such party.

Limited Manufacturing Experience

To date, we have been engaged in only limited manufacturing in small quantities, and there can be no assurance that our efforts to establish our manufacturing operations for any of our products will not exceed estimated costs or take longer than expected or that other unanticipated problems will not arise which will materially adversely affect our operations, financial condition and/or business prospects. Automobile manufacturers demand on-time delivery of quality products, and some have required the payment of substantial financial penalties for failure to deliver components to their plants on a timely basis. Such penalties, as well as costs to avoid them, such as working overtime and overnight air freighting parts that normally are shipped by other less expensive means of transportation, could have a material adverse effect on our business and financial condition. Moreover, the inability to meet demand for our products on a timely basis would materially adversely affect our reputation and prospects.

Limited Marketing Capabilities; Uncertainty of Market Acceptance

Because of the sophisticated nature and early stage of development of our products, we will be required to educate potential customers and successfully demonstrate that the merits of our products justify the costs associated with such products. In certain cases, however, we will likely encounter resistance from customers reluctant to make the modifications necessary to incorporate our products into their products or production processes. In some instances, we may be required to rely on our distributors or other strategic partners to market our products. The success of any such relationship will depend in part on the other party's own competitive, marketing and strategic considerations, including the relative advantages of alternative products being developed and/or marketed by any such party. There can be no assurance that we will be able to market our products properly so as to generate meaningful product sales.

Time Lag from Prototype to Commercial Sales

The sales cycle in the automotive components industry is lengthy and can be as long as five years or more for products that must be designed into a vehicle, since some companies take that long to design and develop a car. Even when selling parts that are neither safety-critical nor highly integrated into the vehicle, there are still many stages that an automotive supply company must go through before achieving

commercial sales. The sales cycle is lengthy because an automobile manufacturer must develop a high degree of assurance that the products it buys will meet customer needs, interface as easily as possible with the other parts of a vehicle and with the automobile manufacturer's production and assembly process, and have minimal warranty, safety and service problems. As a result, from the time that an OEM develops a strong interest in our CCS product, it normally will take several years before our CCS is available to consumers in that OEM's vehicles.

Radar Technology Still in Development Stage

In contrast to CCS, which has begun commercial production, our AmeriGuard product is still in a developmental stage. As with all development projects, the Board of Directors will monitor its progress and future prospects carefully. If current testing with the New Mexico Highway and Transportation Department is unsuccessful or our efforts to obtain a development program with a supplier of truck lighting systems fail, the Board may reconsider its decision to continue development of the radar technology.

Competition; Possible Obsolescence of Technology

The automotive component industry is subject to intense competition. Virtually all of our competitors are substantially larger in size, have substantially greater financial, marketing and other resources than we do, and have more extensive experience and records of successful operations than we do. Competition extends to attracting and retaining qualified technical and marketing personnel. There can be no assurance that we will successfully differentiate our products from those of our competitors, that the marketplace will consider our current or proposed products to be superior or even comparable to those of its competitors, or that we can succeed in establishing relationships with automobile manufacturers. Furthermore, no assurance can be given that competitive pressures we face will not adversely affect our financial performance. Due to the rapid pace of technological change, as with any technology-based product, our products may even be rendered obsolete by future developments in the industry. Our competitive position would be adversely affected if we were unable to anticipate such future developments and obtain access to the new technology.

Limited Protection of Patents and Proprietary Rights

As of December 31, 1999, we owned three patents and had three patents pending. We were also licensees of sixteen patents. We believe that patents and proprietary rights have been and will continue to be very important in enabling us to compete. There can be no assurance that any new patents will be granted or that our or our licensors' patents and proprietary rights will not be challenged or circumvented or will provide us with any meaningful competitive advantages or that any pending patent applications will issue. Furthermore, there can be no assurance that others will not independently develop similar products or will not design around any patents that have been or may be issued to our licensors or us. Failure to obtain patents in certain foreign countries may materially adversely affect our ability to compete effectively in certain international markets. We are aware that an unrelated party filed a patent application in Japan on March 30, 1992 with respect to technology similar to our CCS technology. We recently became aware of a patent issued in Japan on November 10, 1998 and in the U.S. on July 20, 1999 regarding a temperature conditioner which is similar to one component of our CCS technology. These are in the name of affiliates of Honda Motor Co., Ltd. and, if upheld, could have a material adverse effect upon our intellectual property position. We believe, however, that there is substantial doubt that such patents will be upheld.

We hold current and future rights to licensed technology through licensing agreements requiring the payment of minimum royalties and must continue to comply with those licensing agreements. Failure to do so or loss of such agreements could materially and adversely affect our business.

We also rely on trade secrets that we seek to protect, in part, through confidentiality and non-disclosure agreements with employees, customers, suppliers and other parties. There can be no assurance that these agreements will not be breached, that we would have adequate remedies for any such breach or that our trade secrets will not otherwise become known to or independently developed by competitors. To the extent that consultants, key employees or other third parties apply technological information independently developed by them or by others to our proposed projects, disputes may arise as to the proprietary rights to such information which may not be resolved in our favor. We may be involved from time to time in litigation to determine the enforceability, scope and validity of proprietary rights. Any such litigation could result in substantial cost to us and diversion of effort by our management and technical personnel. Additionally, with respect to licensed technology, there can be no assurance that the licensor of the technology will have the resources, financial or otherwise, or desire to defend against any challenges to the rights of such licensor to its patents.

Exclusive License on Heated and Cooled Seats; Non-Exclusive License on Radar Technology

In 1997, we negotiated with the licensor of the CCS technology an exclusive license for the manufacture and sale of licensed products for installation or use in automobiles, trucks, buses, vans and recreational vehicles. As part of the agreement, all intellectual property developed by us related to variable temperature seats is owned by us but such licensor will have the right to license our technology on a non-exclusive basis for use other than in automobiles, trucks, buses, vans and recreational vehicles.

Our license from Lawrence Livermore National Laboratory (LLNL) for one type of radar technology became non-exclusive as of December 31, 1998. The lack of exclusivity means that we have reduced intellectual property protection for technology developed from this license and face possible competition from other companies which can acquire this license from LLNL.

Special Factors Applicable to the Automotive Industry in General

Automotive customers typically reserve the right to unilaterally cancel contracts completely or to require unilateral price reductions. Although they generally reimburse companies for actual out-of-pocket costs incurred with respect to the particular contract up to the point of cancellation, these reimbursements typically do not cover costs associated with acquiring general purpose assets such as facilities and capital equipment, and may be subject to negotiation and substantial delays in receipts by us. Any unilateral cancellation of, or price reduction with respect to, any contract that we may obtain could reduce or eliminate any financial benefits anticipated from such contract and could have a material adverse effect on our financial condition and results of operations.

Dependence on Key Personnel

Our success will depend to a large extent upon the continued contributions of Richard A. Weisbart, President and Chief Executive Officer and a director and Dr. Lon E. Bell, Director of Technology, a director and our founder. We have obtained key-person life insurance coverage in the amount of \$2,000,000 on the life of Dr. Bell. The loss of the services of Dr. Bell, Mr. Weisbart or any of our executive personnel could materially adversely affect us.

Need to Retain Technical Personnel

Our success will depend, in part, upon our ability to retain qualified engineering and other technical and marketing personnel. There is significant competition for technologically qualified personnel in the geographical area of our business and we may not be successful in recruiting or retaining sufficient qualified personnel.

Reliance on Major Contractors

We have in the past engaged certain outside contractors to perform product assembly and other production functions for us, and we anticipate that we may desire to engage contractors for such purposes in the future. We believe that there are a number of outside contractors that provide services of the kind that have been used by us in the past and that we may desire to use in the future. However, no assurance can be given that any such contractors would agree to work for us on terms acceptable to us or at all. Our inability to engage outside contractors on acceptable terms or at all would impair our ability to complete any development and/or manufacturing contracts for which outside contractors' services may be needed. Moreover, our reliance upon third party contractors for certain production functions will reduce our control over the manufacture of its products and will make us dependent in part upon such third parties to deliver its products in a timely manner, with satisfactory quality controls and on a competitive basis.

Risk of International Operations

We may engage contractors located in foreign countries. Accordingly, we will be subject to all of the risks inherent in international operations, including work stoppages, transportation delays and interruptions, political instability, foreign currency fluctuations, economic disruptions, the imposition of tariffs and import and export controls, changes in governmental policies and other factors which could have an adverse effect on our business.

Potential Product Liability

Our business will expose us to potential product liability risks which are inherent in the manufacturing, marketing and sale of automotive components. In particular, there may be substantial warranty and liability risks associated with our products. If available, product liability insurance generally is expensive. While we presently have \$6,000,000 of product liability coverage with an additional \$3,000,000 in product recall coverage, there can be no assurance that we will be able to obtain or maintain such insurance on acceptable terms with respect to other products we may develop, or that any insurance obtained will provide adequate protection against any potential liabilities. When and if high volume production begins, we expect to purchase additional insurance coverage. In the event of a successful claim against us, a lack or insufficiency of insurance coverage could have a material adverse effect on our business and operations.

Risk of Foreign Sales

Many of the world's largest automotive OEMs are located in foreign countries. Accordingly, our business is subject to many of the risks of international operations, including governmental controls, tariff restrictions, foreign currency fluctuations and currency control regulations. However, historically, substantially all of our sales to foreign countries have been denominated in U.S. dollars. As such, our historical net exposure to foreign currency fluctuations has not been material. No assurance can be given that future contracts will be denominated in U.S. dollars, however.

Controlling Shareholders.

On March 29, 1999, we entered into a Securities Purchase Agreement with Westar Capital II LLC ("Westar Capital II") and Big Beaver Investments LLC ("Big Beaver") (the "Preferred Stockholders") pursuant to which the Preferred Stockholders invested \$9 million in Amerigon in return for 9,000 shares of Series A Preferred Stock (which are convertible into shares of our common stock at an initial conversion price of \$1.675 per common share) and contingent warrants. The contingent warrants are exercisable only to the extent certain other warrants to purchase shares of our common stock are exercised, and then only to purchase a number of shares in proportion to the shares purchased by the exercise of such other warrants in an amount equal to the percentage interest in us that they had in us after the initial investment (on an as converted basis). In connection with this transaction, the Preferred Stockholders obtained the right to elect a majority of our directors as well as rights of first refusal on future financings and registration rights. In addition, based upon the terms of the Series A Preferred Stock at June 14, 2000, the Preferred Stockholders would have approximately 58.4% of our common equity (on an as converted basis, excluding options and warrants).

As part of the VPA, we granted to Ford warrants exercisable for shares of our common stock. A warrant for the right to purchase 82,197 shares of our common stock at an exercise price of \$2.75 per share was issued and fully vested on March 27, 2000. An additional warrant for 26,148 shares of our common stock was issued due to certain antidilution provisions triggered by the sale of 2.5 million common shares on June 14, 2000. Additional warrants will be granted and vested based upon purchases by Ford of a specified number of CCS units throughout the length of the VPA. The exercise prices of these additional warrants depend on when such warrants vest, with the exercise price increasing each year. If Ford does not achieve specific goals in any year, the VPA contains provisions for Ford to make up the shortfall in the next succeeding year. If Ford achieves all of the incentive levels required under the VPA, warrants will be granted and vested for an additional 1,300,140 shares of our common stock. The total number of shares subject to warrants which may become vested will be adjusted in certain circumstances for antidilution purposes, including an adjustment for equity issuances of up to \$15 million on or before September 30, 2000, so that the percentage interest in us represented by the aggregate number of shares subject to warrants is not diluted by such issuances.

Fluctuations in Quarterly Results; Small "Float" and Possible Volatility of Stock Price.

Our quarterly operating results may fluctuate significantly in the future due to such factors as acceptance of our product by OEMs and consumers, timing of our product introductions and our competitors, availability and pricing of components from third parties, timing of orders, foreign currency exchange rates, technological changes and economic conditions generally. Broad market fluctuations in the stock markets can, obviously, adversely affect the market price of our common stock. In addition, failure to meet or exceed analysts' expectations of financial performance may result in immediate and significant price and volume fluctuations in our common stock.

Without a significantly larger number of shares available for trading by the public, or public "float," our common stock will be less liquid than stocks with broader public ownership, and as a result, trading prices of the common stock may significantly fluctuate and certain institutional investors may be unwilling to invest in such a thinly traded security.

Anti-Takeover Effects of Preferred Stock.

The Series A Preferred Stock which is outstanding confers upon its holders the right to elect five of seven members of the Board of Directors. In addition, the Series A Preferred Stock will vote together with the shares of our common stock on any other matter submitted to shareholders. Based upon the terms of the Series A Preferred Stock at June 14, 2000, the Preferred Stockholders would have approximately 58.4% of our common equity (on an as converted basis, excluding options and warrants) and the ability to approve or prevent any subsequent change in control.

In addition, our Board of Directors has the authority to issue up to 5,000,000 shares of preferred stock and to determine the price, rights, preferences and privileges of those shares without any further vote or action by the shareholders. The rights of the holders of our common stock will be subject to, and may be adversely affected by, the rights of the holders of any shares of preferred stock that may be issued in the future. The issuance of preferred stock, while providing desirable flexibility in connection with possible acquisitions and other corporate purposes, could have the effect of making it more difficult for a third party to acquire a majority of our outstanding voting stock.

Future Sales of Eligible Shares May Lower Price of Common Shares

Sales of substantial amounts of our common stock into the public market could lower the stock market price. Due to the following, future sales of substantial amounts are possible:

- . As of the close of trading on June 23, 2000, we have 4,414,189 shares of our common stock outstanding, of which 1,914,189 are eligible for sale under Rule 144 of the Securities Act of 1933 (as amended). In addition, employees and directors (who are not deemed affiliates) hold options to buy 887,107 shares of our common stock, 843,940 of which are under the 1993 and 1997 Employee Stock Option Plans and 43,167 of which are non-plan options. The common stock to be issued upon exercise of these options, has been registered, and therefore, may be freely sold when issued. We also have outstanding warrants to buy 2,555,118 shares of our common stock. In addition, we have 1,653,520 contingent warrants, which are exercisable only if certain other warrants are exercised and only to the extent that such other warrants are exercised. Any shares registered will be eligible for resale. If these shares are not sold, they may be included in certain registration statements to be filed by us in the future.
- . We may issue options to purchase up to an additional 557,960 shares of our common stock under our 1993 and 1997 stock option plans. These options will be fully transferable when issued.
- . The holders of our Series A preferred stock may convert it into 5,373,134 shares of our common stock. These holders possess demand and piggyback registration rights. Future sales by them could depress the market price of our common stock.

Lack of Dividends on Common Stock

We have never paid any cash dividends on our common stock and do not anticipate paying dividends in the near future.

USE OF PROCEEDS

We will not receive any proceeds from the sale of the shares of common stock offered by the Selling Securityholders pursuant to this prospectus. However, we will receive the proceeds upon the exercise of warrants to purchase shares of Common Stock held by certain Selling Securityholders. Such proceeds, when received by us, will be used for general corporate purposes.

SELLING SECURITYHOLDERS

The shares of common stock offered pursuant to this prospectus have been issued to the Selling Securityholders (or their assignees) directly by our company. Of the shares of our common stock covered by this prospectus, we:

- issued 2,500,000 shares in a private placement completed in June 2000 pursuant to an exemption from registration contained in Regulation D promulgated under Section 4(2) of the Securities Act.;
- will issue up to 240,400 shares upon exercise of warrants and options held by certain Selling Securityholders, subject to adjustment under certain circumstances.

The following table sets forth certain information with respect to the beneficial ownership of shares of our common stock by the Selling Securityholders as of June 14, 2000 and the number of shares which may be offered pursuant to this prospectus for the account of each of the Selling Securityholders or their transferees from time to time. Except as described in the footnotes to the table, to the best of our knowledge, none of the Selling Securityholders has had any position, office or other material relationship with our company or any of our affiliates.

Selling Securityholder	Number of Shares Beneficially Owned Prior to the Offering (1)	Maximum Number of Shares Which May Be Sold in the Offering (1)	Number of Shares Beneficially Owned After the Offering (2)	Percentage of Class Beneficially Owned After the Offering (2)
Roger K . Baumberger	9,250	9,250	0	*
Martin A. Bell	19,040	19,040	0	*
Big Beaver Investments, LLC (3)	150,000	150,000	0	5.47%
BLT Receivables, LLC	10,000	10,000	0	*
H. Russell Bomhoff	8,000	8,000	0	*
Alison Brown	572	572	0	*
C.B. Wilber Investments, L.L.C.	20,000	20,000	0	*
Vito Capotorto	952	952	0	*
Clarion Capital Corporation	60,000	60,000	0	2.19%
Clarion Partners, L.P.	40,800	40,800	0	*
Clarion Offshore Fund Ltd.	19,200	19,200	0	*
J. Morton Davis	14,184	14,184	0	*
D.H. Blair & Co., Inc.	19,040	19,040	0	*
D.H. Blair Investment Banking Corp.	14,184	14,184	0	*
William P. Dioguardia	900	900	0	*
The dotCom Fund, L.L.C.	60,000	60,000	0	2.19%

Endeavor Asset Management, L.P.	50,000	50,000	0	1.82%
Michael Epstein	2,000	2,000	0	*
Carl Frankson	10,000	10,000	0	*
Vito Galati	15,000	15,000	0	*
Robert Giannini	500	500	0	*
Aaron M. Gurewitz (4)	1,000	1,000	0	*
Steven D. Heinemann	50,000	50,000	0	1.82%
Jeff Ho	10,000	10,000	0	*
Lighthouse Genesis Partners USA, L.P.	20,000	20,000	0	*
Arnold H. Kraus and Barbara Kraus TTEES F/B/O The Kraus Rev. Trust (4)	5,000	5,000	0	*
Matthies Family Trust DTD 1/1/91	5,000	5,000	0	*
Dave Nachamie	952	952	0	*
Arnold Owen TTEE Guaranteed & Trust Co. F/B/O Arnold Owen 712-96023	10,000	10,000	0	*
Pemigewasset Partners, L.P.	30,000	30,000	0	*
Pharos Genesis Fund	130,000	130,000	0	4.74%
Potomac Capital Partners, LP	10,000	10,000	0	*
Precision Capital Partners, LP	50,000	50,000	0	1.82%
Ruki Renov	68,865	56,740	12,125	2.07%
RLR Partners L.P.	25,000	25,000	0	*
RMM International, LLC	20,000	20,000	0	*
Byron Roth and Michelle Roth CO-TTES of the Roth Living Trust DTD 12-13-96 (4)	5,000	5,000	0	*
Roth Capital Partners, Inc. (5)	64,000	64,000	0	2.34%
Joseph P. Schimmelpfennig (4)	5,000	5,000	0	*
Seligman Frontier Fund, Inc.	406,052	406,052	0	14.82%
Seligman Global Fund Series, Inc. - Seligman Global Smaller Companies Fund	300,945	300,945	0	10.98%
Seligman Global Horizon Funds - Seligman Horizon Global Smaller Companies Fund	7,565	7,565	0	*
Seligman Portfolios, Inc. - Seligman Frontier Portfolio	25,518	25,518	0	*
Seligman Portfolios, Inc. - Global Smaller Companies Portfolio	9,920	9,920	0	*
Steven Sherman	1,904	1,904	0	*
Michael Sicilliano	952	952	0	*
Spencer Trask Holdings, Inc.	8,100	8,100	0	*
Spencer Trask Securities, Inc.	10,000	10,000	0	*
Esther Stahler	56,740	56,740	0	2.07%
Adam K .Stern	9,250	9,250	0	*
Sutro & Co.	10,000	10,000	0	*
TCM Partners, L.P.	85,000	85,000	0	3.10%
TCM Management F/B/O Donald Wright	15,000	15,000	0	*
Scott Turkel Money Purchase Plan	2,000	2,000	0	*

TVC Associates Inc.	10,000	10,000	0	*
Union Bank of California, TTEE Retirement Plan of Cades Schutte & Wright, CS-Galati (Ret) #610001339-26	5,000	5,000	0	*
Valor Capital Management, L.P.	350,000	350,000	0	12.77%
Brian Wasserman	1,332	1,332	0	*
Watson Investment Partners, L.P.	205,000	205,000	0	7.48%
Watson Investment Partners II, L.P.	45,000	45,000	0	1.64%
Westar Capital II, LLC (6)	150,000	150,000	0	5.47%
Kenton E. Wood	3,808	3,808	0	*

* less than one percent.

- (1) Assumes exercise of all common stock purchase warrants or options beneficially owned by the Selling Securityholder at the exercise price and for the maximum number of shares permitted as of the date of this prospectus, but not any other shares of common stock beneficially owned by such securityholder. Share figures include shares of our common stock issued in the private placement as well as shares of our common stock underlying the following warrants:

Selling Securityholder	Shares Underlying Warrants
Roger K. Baumberger	9,250
Martin A. Bell	19,040
Alison Brown	572
Vito Capotorto	952
J. Morton Davis	14,184
D.H. Blair & Co., Inc.	19,040
D.H. Blair Investment Banking Corp.	14,184
William P. Dioguardia	900
Michael Epstein	2,000
Robert Giannini	500
Dave Nachamie	952
Ruki Renov	56,740
Steven Sherman	1,904
Michael Sicilliano	952
Spencer Trask Holdings, Inc.	8,100
Spencer Trask Securities, Inc.	10,000
Esther Stahler	56,740
Adam K. Stern	9,250
Sutro & Co.	10,000
Brian Wasserman	1,332
Kenton E. Wood	3,808

- (2) Assumes that each Selling Securityholder will sell all shares of common stock offered pursuant to this prospectus, but not any other shares of common stock beneficially owned by such Securityholder.

- (3) Big Beaver Investments, LLC ("Big Beaver"), one of the Company's two largest shareholders, holds 4,500 shares of Series A Preferred Stock which is convertible into 2,686,567 shares of Common

Stock. Oscar B. Marx, III and Paul Oster, President and Chief Financial Officer, respectively, of Big Beaver, are directors of the Company.

(4) Mr. Gurewitz is a principal, Mr. Kraus is the Chief Operating Officer, Mr. Roth is the Chief Executive Officer and Mr. Schimmelpfennig is a vice-president of Roth Capital Partners, Inc., placement agent in the Company's June 14, 2000 private placement.

(5) Roth Capital Partners, Inc. acted as placement agent in the Company's June 14, 2000 private placement and in such capacity received warrants to purchase 188,000 shares at an exercise price of \$5.00 per share. These warrants expire on June 14, 2005.

(6) Westar Capital II, LLC ("Westar"), one of the Company's two largest shareholders, holds 4,500 shares of Series A Preferred Stock which is convertible into 2,686,567 shares of Common Stock. John W. Clark, a general partner of Westar, is a director of the Company.

PLAN OF DISTRIBUTION

The Selling Securityholders may sell the shares covered by this prospectus from time to time in the over-the-counter market to purchasers in certain states provided that such sales satisfy the requirements for exemption from registration or qualification under the applicable laws of such states, which may include, without limitation, the following requirements: (1) all sales must be made either through broker-dealers acting as agents for the Selling Securityholders or to broker-dealers who may purchase the securities as principals and thereafter sell the securities from time to time in the over-the-counter market, and all such broker-dealers must be registered under the laws of any state in which any sales are deemed to occur; (2) any compensation (including without limitation, any discounts, concessions or commissions from the Selling Securityholders or the purchasers for whom such broker-dealers may act as agents or to whom they may sell as principals) paid to broker-dealers must not exceed customary commissions; and (3) all sales must be made at market prices prevailing at the time of sale. Selling Securityholders may not offer or sell the securities covered by this Prospectus in any state where the offer or sale is not permitted.

The Selling Securityholders and broker-dealers, if any, acting in connection with such sale might be deemed to be underwriters within the meaning of Section 2(11) of the Securities Act and any commission received by them and any profit on the resale of the securities might be deemed to be underwriting discounts and commissions under the Securities Act.

DESCRIPTION OF SECURITIES TO BE REGISTERED

Our current authorized capital consists of 20,000,000 authorized shares of common stock and 5,000,000 shares of preferred Stock. The holders of common stock are entitled to receive dividends if, as and when declared by our Board of Directors, subject to the rights of the holders of any other class of our shares entitled to receive dividends in priority to the common stock. Upon liquidation, dissolution or winding up of the Company, the holders of common stock are entitled to receive the assets of the Company remaining after the rights of the holders of any other class or shares entitled to receive assets in priority to the holders of the common stock have been satisfied.

The holders of the common stock are entitled to one vote for each share held at all meetings of our stockholders.

LEGAL MATTERS

The validity of the shares of common stock intended to be sold pursuant to this prospectus will be passed upon for the Company by O'Melveny & Myers LLP.

EXPERTS

The financial statements and financial statement schedule incorporated in this prospectus by reference to the Annual Report on Form 10-K of Amerigon Incorporated for the year ended December 31, 1999 have been so included in reliance on the report (which contains an explanatory paragraph relating to the Company's ability to continue as a going concern as described in Note 2 to the financial statements) of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

AVAILABLE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-3 under the Securities Act with respect to the shares of common stock offered by this prospectus. This prospectus does not contain all the information set forth in the registration statement and the exhibits and schedules thereto. For further information about us and the shares of common stock, we refer you to the registration statement and to the exhibits and schedules filed with it. Statements contained in this prospectus as to the contents of any contract or other documents referred to are not necessarily complete. We refer you to those copies of contracts or other documents that have been filed as exhibits to the registration statement, and statements relating to such documents are qualified in all aspects by such reference.

We are subject to the information requirements of the Securities Exchange Act of 1934 and therefore we file reports, proxy statements and other information with the Commission. You can inspect and copy the reports, proxy statements and other information that we file at the public reference facilities maintained by the Commission at the Public Reference Room, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's regional offices at 7 World Trade Center, Suite 1300, New York, New York 10048 and 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. You can also obtain copies of such material from the Commission's Public Reference Room, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. The Commission also makes electronic filings publicly available on its Web site at <http://www.sec.gov>. Reports, proxy and information statements and other information about us may be inspected at the National Association of Securities Dealers, Inc. at 1735 K Street, N.W., Washington, D.C. 20006.

Our common stock is traded on the Nasdaq SmallCap Market under the symbol "ARGN." Certain information, reports and proxy statements of our Company are also available for inspection at the offices of the Nasdaq SmallCap Market Reports Section, 1735 K Street, Washington, D.C. 20006.

INFORMATION INCORPORATED BY REFERENCE

The following documents, which we have filed with the Commission, are incorporated by reference into this prospectus:

- . our annual report on Form 10-K for the fiscal year ended December 31, 1999;
- . our quarterly report on Form 10-Q for the fiscal quarter ended March 31, 2000; and

. our current reports on Form 8-K, event dates May 22, 2000 and June 15, 2000.

All documents that we file with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and before the termination of the offering of the shares of common stock shall be deemed incorporated by reference into this prospectus and to be a part of this prospectus from the respective dates of filing such documents.

We will provide without charge to each person to whom a copy of this prospectus is delivered, upon such person's written or oral request, a copy of any and all of the information incorporated by reference in this prospectus, other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into the information that this prospectus incorporates. Requests should be directed to the Secretary at Amerigon Incorporated, 5462 Irwindale Avenue, Irwindale, California 91706, telephone number (626) 815-7400.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus shall be deemed modified, superseded or replaced for purposes of this prospectus to the extent that a statement contained in this prospectus or in any subsequently filed document that also is or is deemed to be incorporated by reference in this prospectus modifies, supersedes or replaces such statement. Any statement so modified, superseded or replaced shall not be deemed, except as so modified, superseded or replaced, to constitute a part of this prospectus.

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You should rely only on the information incorporated by reference, provided in this prospectus or any supplement or that we have referred you to. We have not authorized anyone else to provide you with different information. You should not assume that the information in this prospectus or any supplement is accurate as of any date other than the date on the front of those documents. However, you should realize that the affairs of the Company may have changed since the date of this prospectus. This prospectus will not reflect such changes. You should not consider this prospectus to be an offer or solicitation relating to the securities in any jurisdiction in which such an offer or solicitation relating to the securities is not authorized, if the person making the offer or solicitation is not qualified to do so, or if it is unlawful for you to receive such an offer or solicitation.
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AMERIGON
INCORPORATED

2,740,400 Shares of
Common Stock

PROSPECTUS

July __, 2000
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PART II

Item 14. Other Expenses of Issuance and Distribution

The expenses in connection with the registration of shares of the Selling Securityholders will be borne by the Company and are estimated as follows:

Commission registration fee.....	\$ 851,250
Printing and engraving.....	6,521
Accounting fees and expenses.....	40,000
Legal fees and expenses.....	220,000
Miscellaneous expenses.....	31,000
Total.....	\$1,148,771

Item 15. Indemnification Of Directors and Officers

The Company's Articles of Incorporation limit the liability of its directors. As permitted by the California General Corporation Law, directors will not be liable to the Company for monetary damages arising from a breach of their fiduciary duty as directors in certain circumstances. Such limitation does not affect liability for any breach of a director's duty to the Company or its shareholders (i) with respect to approval by the director of any transaction from which he derives an improper personal benefit, (ii) with respect to acts or omissions involving an absence of good faith, that he believes to be contrary to the best interests of the Company or its shareholders, that involve intentional misconduct or a knowing and culpable violation of law, that constitute an unexcused pattern of inattention that amounts to an abdication of his duty to the Company or its shareholders, or that show a reckless disregard for his duty to the Company or its shareholders in circumstances in which he was or should have been aware, in the ordinary course of performing his duties, of a risk of serious injury to the Company or its shareholders, or (iii) based on transactions between the Company and its directors or another corporation with interrelated directors or on improper distributions, loans or guarantees under applicable sections of the California General Corporation Law. Such limitation of liability also does not affect the availability of equitable remedies such as injunctive relief or rescission.

The Company's Bylaws provide that the Company shall indemnify its directors and officers to the full extent permitted by California law, including circumstances in which indemnification is otherwise discretionary under California law, and the Company has entered into indemnity agreements with its directors and officers providing such indemnity.

Item 16. Exhibits

See attached Exhibit Index that follows the signature page.

Item 17. Undertakings

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (1)(i) and (1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) That, for purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(6) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a

new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Amendment No. 1 to Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irwindale, State of California, on July 24, 2000.

AMERIGON INCORPORATED

By: /s/ Richard A. Weisbart

Richard A. Weisbart
President, Chief Executive Officer
and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 1 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Capacity	Date
-----	-----	----
* ----- Richard A. Weisbart	Director, President, Chief Executive Officer and Chief Financial Officer (Principal Executive and Financial Officer)	
* ----- Craig P. Newell	Vice President, Finance (Principal Accounting Officer)	
* ----- Oscar B. Marx, III	Chairman of the Board	
* ----- Lon E. Bell, Ph.D.	Vice Chairman of the Board	
* ----- Roy A. Anderson	Director	
* ----- John W. Clark	Director	
* ----- Paul Oster	Director	
* ----- James J. Paulsen	Director	

* By: /s/ Craig P. Newell

Craig P. Newell
Attorney-in-fact

July 24, 2000

Exhibit Number	Description
- - - - -	- - - - -
1.1*	Form of Common Shares Subscription Agreement
1.2*	Form of Escrow Agreement
4.1	Form of Specimen Certificate of Company's Common Stock (1)
4.2	Form of Common Stock Purchase Warrant
4.3	Form of Warrant to Purchase Class A Common Stock
4.4	Form of Underwriter's Unit Purchase Option
5.1*	Opinion of O'Melveny & Myers LLP
23.1	Consent of Independent Accountants
23.2*	Consent of Counsel (included in Exhibit 5.1)
24.1*	Powers of Attorney (included on page S-1)

(1) Previously filed as an exhibit to the Company's Registration Statement on Form SB-2, as amended, File No. 33-61702-LA, and incorporated by reference.

* Previously filed.

COMMON STOCK PURCHASE WARRANT

THIS SECURITY AND ANY SHARES ISSUED UPON EXERCISE OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THE APPLICABLE SECURITY HAS BEEN REGISTERED UNDER THE ACT AND SUCH LAWS OR (1) REGISTRATION UNDER SUCH LAWS IS NOT REQUIRED AND (2) AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY IS FURNISHED TO THE COMPANY TO THE EFFECT THAT REGISTRATION UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED.

AMERIGON INCORPORATED

WARRANT TO PURCHASE COMMON STOCK

This certifies that, for value received, _____ a Delaware corporation (the "Holder") is entitled to subscribe for and purchase up to _____ shares (subject to adjustment from time to time pursuant to the provisions of Section 5 hereof) of fully paid and nonassessable Class A Common Stock of Amerigon Incorporated, a California corporation (the "Company"), at the price specified in Section 2 hereof, as such price may be adjusted from time to time pursuant to Section 5 hereof (the "Warrant Price"), subject to the provisions and upon the terms and conditions hereinafter set forth.

As used herein, the term "Common Stock" shall mean the Company's presently authorized Class A Common Stock, no par value, and any stock into or for which such Common Stock may hereafter be converted or exchanged.

1. Term of Warrant.

The purchase right represented by this Warrant is exercisable, in whole or in part, at any time during a period beginning on _____, ____ and ending _____, ____.

2. Warrant Price.

The Warrant Price is \$_____ per share, subject to adjustment from time to time pursuant to the provisions of Section 5 hereof.

3. Method of Exercise or Conversion; Payment; Issuance of New Warrant.

(a) Exercise. Subject to Section 1 hereof, the purchase right represented by this Warrant may be exercised by the Holder, in whole or in part, by the surrender of this Warrant (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company and by the payment to the Company, by cashier's check or wire transfer, of an amount equal to the then applicable Warrant Price per share

multiplied by the number of shares then being purchased. The Company agrees that the shares so purchased shall be deemed to be issued to the Holder as the record owner of such shares as of the close of business on the date on which this Warrant shall have been surrendered and payment made for such shares as aforesaid. In the event of any exercise of this Warrant, certificates for the shares of stock so purchased shall be delivered to the Holder within 15 business days thereafter and, unless this Warrant has been fully exercised or expired, a new Warrant representing the portion of the shares, if any, with respect to which this Warrant shall not then have been exercised, shall also be issued to the Holder within such 15 business day period.

(b) Conversion. Subject to Section 1 hereof, the Holder may convert this Warrant (the "Conversion Right"), in whole or in part, into the number of shares (less the number of shares which have been previously exercised or as to which the Conversion Right has been previously exercised) calculated pursuant to the following formula by surrendering this Warrant (with the notice of exercise form attached hereto as Exhibit 1 duly executed) at the principal office of the Company specifying the number of shares the rights to purchase which the Holder desires to convert:

$$X = \frac{Y (A - B)}{A}$$

where: X = the number of shares of Common Stock to be issued to the Holder;

Y = the number of shares of Common Stock subject to this Warrant for which the Conversion Right is being exercised;

A = the Market Price of the Common Stock (as defined below) as of the trading day immediately preceding the date of exercise of this Warrant; and

B = the Warrant Price

For purposes hereof, the "Market Price of the Common Stock" shall be the closing price per share of the Common Stock of the Company on the principal national securities exchange on which the Common Stock of the Company is then listed or admitted to trading or, if not then listed or traded on any such exchange, on the NASDAQ National Market System, or if then not listed or traded on such system, the closing bid price per share on NASDAQ or other over-the-counter trading market. If at any time such quotations are not available, the market price of a share of Common Stock shall be the highest price per share which the Company could obtain from a willing buyer (not a current employee or

director) for shares of Common Stock sold by the Company, from authorized but unissued shares, as determined in good faith by the Board of Directors of the Company, unless the Company shall become subject to a merger, acquisition or other consolidation pursuant to which the Company is not the surviving party, in which case the market price of a share of Common Stock shall be deemed to be the value received by the holders of the Company's Common Stock for each share of Common Stock pursuant to the Company's acquisition.

The Company agrees that the shares so converted shall be deemed issued to the Holder as the record owner of such shares as of the close of business on the date on which this Warrant shall have been surrendered as aforesaid. In the event of any conversion of this Warrant, certificates for the shares of stock so converted shall be delivered to the holder hereof within 15 business days thereafter and, unless this Warrant has been fully converted or expired, a new Warrant representing the portion of the shares, if any, with respect to which this Warrant shall not then have been converted, shall also be issued to the holder hereof within such 15-day period.

4. Stock Fully Paid; Reservation of Shares.

All Common Stock which may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be fully paid and nonassessable, and free from all United States taxes, liens and charges with respect to the issue thereof. During the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized, and reserved for the purpose of the issuance upon exercise of the purchase rights evidenced by this Warrant, a sufficient number of shares of its Common Stock to provide for the exercise of the rights represented by this Warrant.

5. Adjustment of Purchase Price and Number of Shares.

The kind of securities purchasable upon the exercise of this Warrant, the Warrant Price and the number of shares purchasable upon exercise of this Warrant shall be subject to adjustment from time to time upon the occurrence of the following events:

(a) Reclassification, Consolidation, or Merger. In case of any reclassification or change of outstanding securities of the class issuable upon exercise of this Warrant (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination), or in case of any consolidation or merger of the Company with or into another corporation, other than a merger with another corporation in which the Company is

a continuing corporation and which does not result in any reclassification or change of outstanding securities issuable upon exercise of this Warrant, the Company, or such successor, as the case may be, shall execute a new Warrant, providing that the Holder of this Warrant shall have the right to exercise such new Warrant and procure upon such exercise, in lieu of each share of Common Stock theretofore issuable upon exercise of this Warrant, the kind and amount of shares of stock, other securities, money and property receivable upon such reclassification, change, consolidation, or merger by a Holder of one share of Common Stock; provided, however, that the Board of Directors of the Company may determine that, upon the occurrence of any of the following listed events, this Warrant will, on such date of occurrence and if unexercised, in whole or in part, by the Holder, will thereupon terminate: (i) a stockholder approved dissolution or liquidation of the Company; (ii) a stockholder approved sale of substantially all of the Company's business and/or assets to a person or entity that is not a subsidiary or affiliate of the Company; or (iii) any consolidation or merger of the Company with or into one or more entities that are not subsidiaries or other affiliates of the Company where the Company does not survive. Any new Warrant shall provide for adjustments, which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 5. The provisions of this subparagraph (a) shall similarly apply to successive reclassification, changes, consolidations, and mergers.

(b) Subdivision or Combination of Shares. If the Company at any time while this Warrant remains outstanding and unexpired shall subdivide or combine its common stock, or distribute dividends on its common stock payable in Common Stock, the Warrant Price shall be proportionately decreased in the case of a subdivision or increased in the case of a combination or dividend.

(c) Adjustment of Number of Shares. Upon each adjustment in the Warrant Price pursuant to any of subparagraphs (a) through (c) of this Section 5, the number of shares of Common Stock purchasable hereunder shall be adjusted, to the nearest whole share, to the product obtained by multiplying the number of shares purchasable immediately prior to such adjustment in the Warrant Price by a fraction, the numerator of which shall be the Warrant Price immediately prior to such adjustment and the denominator of which shall be the Warrant Price immediately thereafter.

6. Notice of Adjustments.

Whenever any Warrant Price shall be adjusted pursuant to Section 5 hereof, the Company shall prepare a certificate signed by its chief financial officer setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, the Warrant Price after giving effect to such adjustment and the number of shares then purchasable upon exercise of this Warrant, and shall cause copies of such certificate to be mailed (by first class mail, postage prepaid) to the Holder of this Warrant at the address specified in Section 11(c) hereof, or at such other address as may be provided to the Company in writing by the Holder of this Warrant.

7. Fractional Shares.

No fractional shares of Common Stock will be issued in conjunction with any exercise hereunder, but in lieu of such fractional shares the Company shall make a cash payment therefore on the basis of the Warrant Price then in effect.

8. Compliance with Securities Act.

The Holder of this Warrant, by acceptance hereof, agrees that this Warrant and the shares of Common Stock to be issued on exercise hereof are being acquired for investment and that it will not offer, sell or otherwise dispose of this Warrant or any shares of Common Stock to be issued upon exercise hereof except under circumstances which will not result in a violation of the Securities Act of 1933, as amended (the "Act"). This Warrant and all shares of Common Stock issued upon exercise of this Warrant (unless registered under the Act) shall be stamped and imprinted with a legend substantially in the following form:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS IT HAS BEEN REGISTERED UNDER THE ACT AND SUCH LAWS OR (1) REGISTRATION UNDER SUCH LAWS IS NOT REQUIRED AND (2) AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY IS FURNISHED TO THE COMPANY TO THE EFFECT THAT REGISTRATION UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED."

9. Transfer and Exchange of Warrant.

This Warrant is not transferrable or exchangeable without the consent of the Company which is not to be unreasonably withheld upon the Holder providing to Company a written opinion by independent counsel satisfactory to the Company opining that the transfer or exchange will not violate any Federal or state securities laws.

10. Piggy-Back Registration Rights.

(a) Registration. If prior to expiration of this

Warrant, the Company proposes to register any of its securities under the Act, in connection with the public offering of such securities (other than a registration form relating to: (i) a registration of a stock option plan, stock purchase or compensation or incentive plan or of stock issued or issuable pursuant to any such plan, or a dividend investment plan; (ii) a registration of securities proposed to be issued in exchange for securities or assets of or in connection with a merger or consolidation with, another entity; or (iii) a registration of securities proposed to be issued in exchange for, or as a right exercisable only by holders of, other securities of the Company), the Company shall promptly (but in no event later than 30 days prior to such registration) give the Holder written notice of such registration together with a list of the jurisdictions in which the Company intends to attempt to qualify such securities under applicable state securities laws. Upon the written request of the Holder given within 10 days after receipt of such written notice from the Company in accordance with Section 11(c), the Company shall include in the registration statement to be filed by it under the Act in connection with such offering all of the Common Stock issuable pursuant to this Warrant (the "Registrable Securities") that the Holder has requested to be registered. The Holder may only exercise the rights pursuant to this Section 10 once.

(b) Underwritten Offering. The right of the Holder to "piggyback" in an underwritten public offering of the Company's securities pursuant to Section 10(a) shall be conditioned upon the Holder's participation in such underwriting and the inclusion of the Holder's Registrable Securities in the underwriting to the extent provided herein. If the Holder proposes to distribute its securities through such underwriting, the Holder shall (together with the Company and any other stockholders of the Company distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for underwriting by the Company and, if requested, custody and power of attorney agreements in customary form. Notwithstanding any other provision of this Section 10, if the underwriter determines that marketing factors require a limitation of the number of shares to be underwritten, the Company shall so advise all stockholders and Holders of Registrable Securities of the Company participating in the underwriting and registration, and the number of securities that may be included in the registration and underwriting shall be allocated first to the Company, and then any remaining shares shall be allocated among such stockholders and Holders of Registrable Securities of the Company pro rata based on the number of shares for which registration was requested.

(c) Non-Underwritten Offering. The following provisions will apply in the event the registration relates to an offering other than an underwritten public offering: The Holder shall promptly notify the Company of the proposed manner of sale of any Common Stock to be sold pursuant to such Registration Statement other than in unsolicited brokers' transactions

including only usual and customary brokers' commissions. The Holder shall not undertake any such transactions other than unsolicited brokers' transactions including only usual and customary brokers' commissions unless (i) the Holder shall have furnished all information required to be disclosed in any related prospectus or prospectus supplement, and (ii) the Holder shall have agreed in writing to bear all of the incremental costs directly attributable to such manner of sale.

(d) Expenses. All "Registration Expenses" (as defined below) shall be borne by the Company. All "Selling Expenses" (as defined below) shall be borne by the Holder pro rata with all other selling shareholders participating in such registration on the basis of the number of the shares registered on their behalf (except for Selling Expenses referred to in clause (c)(ii) of this Section which shall be borne by the Holder causing such expenses to be incurred). "Registration Expenses" shall mean all expenses incurred by the Company in complying with the provisions of this Section 10, including, without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company, which shall be paid in any event by the Company), but excluding Selling Expenses. "Selling Expenses" shall mean all fees of counsel to selling stockholders, underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of the Common Stock pursuant to the Registration Statement (including also the incremental costs referred to in clause (c)(ii) of this Section).

(e) Suspension of Effectiveness. The Company's obligations under paragraph (a) above shall not restrict its ability to suspend the effectiveness of, or direct the Holder not to offer or sell securities under, the Registration Statement, at any time, for such reasonable period of time which the Company believes is necessary to prevent the premature disclosure of any events or information having a material effect on the Company. In addition, The Company shall not be required to keep the Registration Statement effective, or may, without suspending such effectiveness, instruct the Holder not to sell the Common Stock during any period during which the Company is instructed, directed, ordered or otherwise requested by any governmental agency or self-regulatory organization to stop or suspend such trading or sales.

(f) Holdback Agreement. In the event of any filing of a prospectus supplement or the commencement of an underwritten public distribution of the Company's securities under a registration statement, the Holder agrees not to effect any public sale or distribution of the Company's Common Stock (except pursuant to such registration statement to the extent the Holder's Registrable Securities are included therein), including a sale pursuant to Rule 144 under the Act, during a period designated by the Company in a written notice duly given to the

Holder, which period shall commence approximately 14 days prior to the effective date of any such filing of such prospectus supplement or the commencement of such underwritten public distribution of such Common Stock under a registration statement and shall continue for up to 134 consecutive days

(g) Information. The Company may require the Holder to furnish to the Company such information regarding itself and the distribution of the Common Stock as the Company may from time to time reasonably request in writing and such other information as may be legally required in connection with such registration. The Holder agrees to furnish promptly to the Company all information required to be disclosed in order to make any previously furnished information not materially misleading.

(h) Indemnification.

(i) The Company will indemnify the Holder against all reasonable expenses, claims, losses, damages and liabilities (or actions in respect thereof), including any of the foregoing incurred in the defense and settlement of any litigation, arising out of or based upon any untrue statement (or alleged untrue statement) of a material fact contained in the registration statement, prospectus or documents incorporated by reference therein, or based upon any omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein not misleading, and including any of the foregoing incurred or arising out of any violation by the Company of the Act or any rule or regulation promulgated under the Act; provided, however, that the Company will not be under an obligation to indemnify the Holder if any of the foregoing are based upon any untrue statement or omission or alleged untrue statement or omission made in reliance upon information furnished to the Company by the Holder; provided further that the indemnity agreements contained in this subsection shall not apply to amounts paid in any settlement if such settlement is effected without the prior written consent of the Company.

(ii) The Holder, if participating in the registration pursuant hereto, will indemnify the Company, its directors and officers, each person who controls the Company within the meaning of Section 15 of the Act, and each other selling shareholder participating in such registration (a "Selling Member"), against all reasonable expenses, claims, losses, damages and liabilities incurred and actions arising out of any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement and any documents related thereto or based upon any omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein not misleading, and including any of the foregoing incurred or arising out of the violation by any the Holder of the Act or any rule or regulation promulgated thereunder or under the Securities Exchange Act of 1934; provided, however, that the Holder will only be obligated to indemnify any of them for any of the foregoing based upon a

material misstatement or an omission (alleged or otherwise) made in reliance upon information furnished to the Company by the Holder.

(iii) Each party entitled to indemnification under this Section 10 ("Indemnified Party") shall give prompt notice to the party required to provide indemnification ("Indemnifying Party") as soon as Indemnified Party has actual knowledge of any claim for which indemnity may be sought, and shall permit Indemnifying Party to assume and control the defense of any such claim or any litigation resulting therefrom, provided that Indemnified Party will have the right to approve (whose approval shall not be unreasonably withheld) of the counsel chosen by Indemnifying Party to defend such claim or litigation, and provided that Indemnified Party may participate in such defense at Indemnified Party's expense. The failure of any Indemnified Party to give notice of a claim subject to indemnification shall not relieve Indemnifying Party of its obligations under this Agreement unless the failure to give such notice is prejudicial to Indemnifying Party's ability to defend such claim. Indemnifying Party shall not assume the defense for matters as to which there is a conflict of interest or separate and different defense. In defending such claim, Indemnifying Party shall not, without the prior written consent of Indemnified Party, consent to the entry of any judgment or enter into any settlement which does not include an unconditional provision releasing Indemnified Party from all liability in respect to such claim or litigation.

(iv) The obligations of the Company and the Holder under this subsection (h) shall survive the completion of any offering of Common Stock pursuant to the registration statement hereunder, and otherwise.

(i) Other Covenants. The Holder agrees, in connection with any disposition of Common Stock, to comply with all applicable prospectus delivery requirements of the Securities and Exchange Commission. The Holder further agrees that upon receipt of any notice from the Company of the happening of any event of the kind requiring the cessation of the distribution of a prospectus or the distribution of a supplemented or amended prospectus, the Holder will forthwith discontinue disposition of Common Stock pursuant to the registration statement covering such shares until the Holder's receipt of the copies of the supplemented or amended prospectus from the Company, or until it is advised in writing by the Company that the use of the prospectus may be resumed, and, if so directed by the Company, the Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in the Holder's possession, of the prospectus covering such shares current at the time of receipt of such notice.

(j) Assignment. The rights granted to the Holder pursuant to this Section 10 may not be, directly or indirectly, assigned or transferred except in connection with a transfer of

this Warrant.

11. Miscellaneous.

(a) No Rights as Shareholder. The Holder of this Warrant shall not be entitled to vote or receive dividends or be deemed the Holder of Common Stock or any other securities of the Company that may at any time be issuable on the exercise hereof for any purpose, nor shall anything contained herein be construed to confer upon the Holder of this Warrant, as such, any of the rights of a shareholder of the Company or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issuance of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance or otherwise) or to receive notice of meetings, or to receive dividends or subscription rights or otherwise until the Warrant shall have been exercised and the shares purchasable upon the exercise hereof shall have become deliverable, as provided herein.

(b) Replacement. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction, or mutilation of this Warrant and, in the case of mutilation, on surrender and cancellation of this Warrant, the Company, at the Holder's expense, will execute and deliver, in lieu of this Warrant, a new Warrant of like tenor.

(c) Notice. Any notice given to either party under this Warrant shall be in writing, and any notice hereunder shall be deemed to have been given upon the earlier of delivery thereof by hand delivery, by courier, or by standard form of telecommunication or three (3) business days after the mailing thereof in the U.S. mail if sent registered mail with postage prepaid, addressed to the Company at its principal executive offices and to the Holder at its address set forth in the Company's books and records or at such other address as the Holder may have provided to the Company in writing.

(d) Governing Law. This Warrant shall be governed and construed under the laws of the State of California.

[Remainder of page intentionally left blank]

This Warrant is executed as of this ____ day of December, 1998.

AMERIGON INCORPORATED

By: _____

Name: _____

Title: _____

EXHIBIT 1

NOTICE OF EXERCISE

TO: AMERIGON INCORPORATED

1. Check Box that Applies:

The undersigned hereby elects to purchase _____ shares of Class A Common Stock of AMERIGON INCORPORATED pursuant to the terms of the attached Warrant, and tenders herewith payment of the purchase price of such shares in full.

The undersigned hereby elects to convert the attached warrant into _____ shares of Class A Common Stock of AMERIGON INCORPORATED pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares of Class A Common Stock in the name of the undersigned or in such other name as is specified below:

(Name)

(Address)

3. The undersigned represents that the aforesaid shares of Class A Common Stock are being acquired for the account of the undersigned for investment and not with a view to, or for resale in connection with, the distribution thereof and that the undersigned has no present intention of distributing or reselling such shares.

Signature

THESE WARRANTS AND ANY SHARES OF CLASS A COMMON STOCK ISSUABLE UPON THEIR EXERCISE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SAID SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT.

WARRANT
TO PURCHASE CLASS A COMMON STOCK

Warrant No. 01
- - - - -

This Warrant issued by Amerigon Incorporated, a California corporation (the "Company"), as of December 29, 1995, entitles Sutro & Co. Incorporated (the "Registered Holder") to purchase Fifty Thousand (50,000) shares of the Company's Class A Common Stock at an initial purchase price of \$10.25 per share (the "Purchase Price").

This Warrant is being issued pursuant to the Private Placement Agreement dated July 5, 1995, between the Company and the Registered Holder.

SECTION 1. Definitions. As used herein, the following terms shall have the following meanings, unless the context shall otherwise require:

(a) "Common Stock" shall mean the Class A Common Stock of the Company, whether now or hereafter authorized.

(b) "Corporate Office" shall mean the office of the Company at which at any particular time its principal business shall be administered, which office is located at the date hereof at 404 E. Huntington Drive, Monrovia, California, 91016. Attention: Chairman or President.

(c) "Exercise Date" shall mean the date on which the Company shall have received both (a) at Warrant and a Notice of Exercise in the form attached hereto, both duly executed by the Registered Holder thereof or his attorney duly authorized in writing, and (b) payment in cash, or by official bank or certified check made payable to the Company, of an amount in lawful money of the United States of America equal to the applicable Purchase Price.

(d) "Initial Warrant Exercise Date" shall mean December 29, 1995.

(e) "Purchase Price" shall mean the initial purchase price to be paid per share of Common Stock upon exercise of each Warrant in accordance with the terms hereof, which price shall be \$10.25, subject to adjustment from time to time pursuant to the provisions of Section 7 hereof, and subject to the Company's right to reduce the Purchase Price upon notice to all Registered Holders.

(f) "Registered Holders" shall mean the persons in whose names the Warrants shall be registered on the books maintained by the Company.

(g) "Warrant Expiration Date" shall mean 5:00 P.M. (California time) on December 28, 2000; provided that if such date shall in the State of California be a holiday or a day on which banks are authorized to close, then 5:00 P.M. (California time) on the next following day which in the State of California is not a holiday or a day on which banks are authorized to close. Upon notice to all Registered Holders the Company shall have the right to extend the Warrant Expiration Date.

(h) "Warrant Shares" shall mean the shares of Common Stock issued or issuable, as the case may be, from time to time upon exercise of the Warrants, subject to modification and adjustment as provided in Section 7.

SECTION 2. Issuance of Warrants

(a) This Warrant initially entitles the Registered Holder to purchase an aggregate of 50,000 Warrant Shares.

(b) From time to time, up to the Warrant Expiration Date, the Company shall execute and deliver Warrants in required whole number denominations to the person entitled thereto in connection with any exchange permitted under this Warrant provided that no Warrant shall be issued except (i) those initially issued hereunder, (ii) those issued on or after the Initial Warrant Exercise Date, upon the partial exercise of this Warrant, to evidence any unexercised Warrants held by the exercising Registered Holder, (iii) those issued upon any exchange pursuant to Section 5; (iv) those issued in replacement of lost, stolen, destroyed or mutilated Warrants pursuant to Section 6; and (v) at the option of the Company, in such form as may be approved by its Board of Directors, to reflect (a) any adjustment or change in the Purchase Price or the number of Warrant Shares made pursuant to Section 7 hereof and (b) other modifications approved by Registered Holders.

SECTION 3. Form and Execution of Warrants; Exercise of Warrants

(a) Warrants shall be executed on behalf of the Company by its Chairman of the Board, President, any Vice President or Chief Financial Officer by manual signatures. In case any officer of the Company who shall have signed any of the Warrants shall cease to be such officer of the Company before the date of issuance of the Warrants and issue and delivery thereof, such Warrants may nevertheless be issued and delivered with the same force and effect as though the person who signed such Warrants and not ceased to be such officer of the Company. After execution by the Company, each Warrant shall then be delivered to the Registered Holder.

(b) Each Warrant may be exercised by the Registered Holder thereof at any time or from time to time on or after the Initial

Warrant Exercise Date, but not after the Warrant Expiration Date, upon the terms and subject to the conditions set forth herein. A Warrant shall be deemed to have been exercised immediately prior to the close of business on the Exercise Date and the person entitled to receive the securities deliverable upon such exercise shall be treated for all purposes as the holder upon exercise thereof as of the close of business on the Exercise Date. As soon as practicable on or after the Exercise Date the Company shall deposit the proceeds received from the exercise of a Warrant, and promptly after clearance of checks received in payment of the Purchase Price pursuant to such Warrants, cause to be issued and delivered by the Company's transfer agent to the person or persons entitled to receive the same, a certificate or certificates for the securities deliverable upon such exercise (plus a Warrant for any remaining unexercised Warrants of the Registered Holder).

SECTION 4. Certain Covenants of the Company.

(a) The Company covenants that it will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issue upon exercise of the Warrants, such number of shares of Common Stock as shall then be issuable upon the exercise of all outstanding Warrants. The Company covenants that all shares of Common Stock which shall be issuable upon exercise of the Warrants and payment of the Purchase Price shall, at the time of delivery, be duly and validly issued, fully paid, nonassessable and free from all taxes, liens and charges with respect to the issued thereof (other than those which the Company shall promptly pay or discharge).

(b) The Company will use reasonable efforts to obtain appropriate approvals or registrations under state "blue sky" securities laws with respect to the exercise of the Warrants: provided, however, that the Company shall not be obligated to file any general consent to service of process or qualify as a foreign corporation in any jurisdiction. With respect to any such securities laws, however, Warrants may not be exercised by, or shares of Common Stock issued to, any Registered Holder in any State in which such exercise would be unlawful.

(c) The Company shall pay all documentary, stamp or similar taxes and other governmental charges that may be imposed with respect to the issuance of Warrants, or the issuance, or delivery of any shares upon exercise of the Warrants, provided, however, that if the shares of Common Stock are to be delivered in a name other than the name of the Registered Holder of the Warrant being exercised, then no such delivery shall be made unless the person requesting the same has paid to the Company the amount of transfer taxes or charges incident thereto, if any.

(d) The Company will take such action as any Registered Holder may reasonably request, all to the extent required from time to time to facilitate any sale or disposition by any such holder of the Warrants or Warrant Shares without registration under the Act and/or any applicable state securities laws within the limitation of the exemptions provided by any rule or regulation thereunder, including, without limitation, Rule 144 under the Act (but excluding Rule 144A thereunder). In addition, the Company will cooperate with each Registered Holder in supplying such information as may be necessary to complete and file any information reporting forms presently or thereafter required by any regulatory authority; including, without limitation, the

Securities and Exchange Commission, as a condition to exemption from the Act and/or any applicable state securities law for the sale or other disposition of any Warrant or any Warrant Shares.

(e) The Company shall indemnify, save and hold harmless the Registered Holder and the holder of any Warrant Shares from and against any and all liability, loss, costs, damage, reasonable attorneys' and accountants' fees and expenses, court costs and all other out-of-pocket expenses incurred by such holder in connection with preserving, exercising and/or enforcing any of the terms hereof.

SECTION 5. Transfer and Exchange of Warrant.

(a) Upon surrender for registration of transfer or exchange of this Warrant at the Corporate Office, the Company shall execute and deliver in the name of the designated transferee or transferees one or more new Warrants representing the right to purchase at the Purchase Price a like aggregate number of Warrant Shares. At the option of the holder hereof, this Warrant may be exchanged for the other Warrants representing the right to purchase a like aggregate number of Warrant Shares upon surrender of this Warrant at such office. Whenever this Warrant is so surrendered for exchange, the Company shall execute and deliver the Warrants which the holder making the exchange is entitled to receive, provided, that Warrant Shares issuable pursuant to the exchanged Warrants shall be issuable in an amount representing a whole number of Warrant Shares. Every Warrant presented or surrendered for registration of transfer or exchange shall be accompanied by an Assignment in the form attached hereto duly executed by the holder thereof or its attorney duly authorized in writing. All Warrants issued upon any registration of transfer or exchange of other Warrants shall be the valid obligations of the Company, evidencing the same rights, and entitled to the same benefits, as the Warrants surrendered upon such registration of transfer or exchange. If any Warrant is to be issued in the name or names of anyone other than the Registered Holder, then, if required by the Company, the Registered Holder thereof shall deliver with such Warrant an opinion of counsel to the effect that the sale, transfer, or assignment of the Warrant Shares to be transferred or exchanged is exempt from the requirements of the Act, which opinion shall be addressed to the Company, provided at the expense of the Registered Holder of the Warrant to be transferred or exchanged and provided by counsel reasonable satisfactory to the Company and in of the form and substance reasonably satisfactory to the Company.

(b) the Company shall keep at its office books in which it shall register the Warrants in accordance with its practice (the "Warrant Register"). The Company shall not at any time close the Warrant Register so as to result in preventing or delaying the exercise or transfer of this Warrant.

(c) The Company may require payment by such holder of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

(d) All Warrants surrendered for exercise, transfer, or for exchange in case of mutilated Warrants, shall be promptly canceled by the Company and thereafter retained by the Company until the Warrant Expiration Date, or such other time as the Company shall determine solely with its discretion.

SECTION 6. Loss or Mutilation. Upon receipt by the Company of

evidence satisfactory to them of the ownership of and loss, theft, destruction or mutilation of any Warrant and (in case of loss, theft or destruction) of indemnity satisfactory to them, and (in case of loss, theft or destruction) upon surrender and cancellation thereof, the Company shall execute and deliver to the Registered Holder in lieu thereof a new Warrant or like tenor representing an equal aggregate number of Warrants. Applicants for a substitute Warrant shall comply with such other reasonable regulations and pay such other reasonable charges as the Company may prescribe or require.

SECTION 7. Adjustment of Exercise Price and Number of Shares of Common Stock or Warrants.

(a) Adjustment for Dividends in Other Stock, Property, etc.; Reclassification, etc. In case at any time or from time to time, the holders of Common Stock (or Other Securities) shall have received, or (on or after the record date fixed for the determination of shareholders eligible to receive) shall have become entitled to receive, without payment therefor.

(i) other or additional stock or other securities or property (other than cash) by way of dividend, or

(ii) any cash (excluding cash dividends payable solely out of earnings or earned surplus of the Company), or

(iii) other or additional stock or other securities or property (including cash) by way of spin-off, split-up, reclassification recapitalization, combination of shares or similar corporate rearrangement.

other than additional shares of Common Stock (or Other Securities) issued as a stock dividend or in a stock-split (adjustments in respect of which are provided for in subsection 7(c)(i), then and in each such case the holder of this Warrant, on the exercise hereof, shall be entitled to receive the amount of stock and other securities and property (including cash in the cases referred to in subdivisions (ii) and (iii) of this section 7(a) which such holder would hold on the date of such exercise if on the date hereof he had been the holder of record of the finally determined number of Warrant Shares subject to this Warrant and had thereafter, during the period from the date hereof to and including the date of such exercise, retained such shares and all such other or additional stock and other securities and property (including cash in the cases referred to in subdivisions (ii) and (iii) of this section 7(a) receivable by him as aforesaid during such period giving effect to all adjustments called for during such period by sections 7(b) and 7(c).

(b) Adjustment for Reorganization, Consolidation, Merger, etc.

(i) In case at any time or from time to time, the Company shall at any time consolidate with or merge into another corporation, the holder hereof will thereafter receive, upon the exercise hereof, the securities or property to which a holder of the number of share of Common Stock then deliverable upon the exercise hereof would have been entitled upon such consolidation or merger, and the Company shall take such steps in connection with such consolidation or merger as may be necessary to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or property thereafter deliverable upon the exercise of the Warrant. A sale of all or substantially all of the assets

of the Company for a consideration (apart from the assumption of obligations) consisting primarily of securities shall be deemed a consolidation or merger for the foregoing purposes.

(ii) In the event of any dissolution of the Company following the transfer of all or substantially all of its properties or assets, the Company, prior to such dissolution, shall at its expense deliver or cause to be delivered the stock and other securities and property (including cash, where applicable) receivable by the holder of this Warrant after the effective date of such dissolution pursuant to this Section 7(b) to the Registered Holder.

(iii) Upon any reorganization, consolidation, merger or transfer (and any dissolution following any transfer) referred to in this Section 7(b), this Warrant shall continue in full force and effect and the terms hereof shall be applicable to the share of stock and other securities and property receivable upon the exercise of this Warrant after the consummation of such reorganization, consolidation or merger or the effective date of dissolution following any such transfer, as the case may be, and shall be binding upon the issuer of any such stock or other securities, including, in the case of any such transfer, the person acquiring all or substantially all of the properties or assets of the Company.

(c) Adjustment for Stock Splits, Etc.

(i) Stock Splits, Etc. In the event that the Company shall (i) issue additional shares of the Common Stock as a dividend or other distribution on outstanding Common Stock, (ii) subdivide its outstanding shares of Common Stock, or (iii) combine its outstanding share of the Common Stock into a smaller number of shares of the Common Stock, then, in each such event, the Purchase Price shall, simultaneously with the happening of such event, be adjusted by multiplying the then Purchase Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such event and the denominator of which shall be the number of shares of Common Stock outstanding immediately after such event, and the product so obtained shall thereafter be the Purchase Price then in effect. The Purchase Price, as so adjusted, shall be readjusted in the same manner upon the happening of any successive event or events described herein in this subsection 7(c)(i). The holder of this Warrant shall thereafter, on the exercise hereof, be entitled to receive that number of shares of Common Stock determined by multiplying the number of shares of Common Stock which would otherwise (but for the provisions of this subsection 7(c)(i) be issuable on such exercise by a fraction of which (i) the numerator is the Purchase Price which would otherwise (but for the provisions of this subsection 7(c)(i) be in effect, and (ii) the denominator is the Purchase Price in effect on the date of such exercise.

(d) Certificate as to Adjustments. In each case of any adjustment or readjustment in the shares of Common Stock (or Other Securities) issuable on the exercise of the Warrants, the Company at its expense will promptly cause its Chief Financial Officer or independent certified public accountants of recognized standing selected by the Company to compute such adjustment or readjustment in accordance with the terms of the Warrants and prepare a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or receivable by the Company for any additional shares of Common Stock (or Other Securities) issued or sold or deemed to have been issued or sold, (ii)

the number of shares of common stock to be received upon exercise of this Warrant, in effect immediately prior to such issue or sale and as adjusted and readjusted as provided in this Warrant. The Company will forthwith mail a copy of each such certificate to each holder of a Warrant, and will, on the written request at any time of any holder of a Warrant, furnish to such holder a like certificate setting forth the Purchase Price at the time in effect and showing how it was calculated.

SECTION 8. Fractional Warrants and Fractional Shares.

(a) If the number of shares of Common Stock purchasable upon the exercise of each Warrant is adjusted pursuant to Section 7 hereof, the Company shall nevertheless not be required to issue fractions of shares, upon exercise of the Warrants or otherwise, or to distribute certificates that evidence fractional shares. With respect to any fraction of a share called for upon any exercise hereof, the Company shall pay to the Registered Holder an amount in cash equal to such fraction multiplied by the current market value of such fractional share, determined as follows:

(i) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on the NASDAQ National Market ("NMS"), the current value shall be the last reported sale price of the Common Stock on such exchange on the last business day prior to the Exercise Date or if no closing sale price is quoted, the average of the closing bid and asked prices for such day on such exchange or system; or

(ii) If the Common Stock is listed in the over-the-counter market (other than on NMS) or admitted to unlisted trading privileges, the current value shall be the mean of the last reported bid and asked prices reported by the National Quotation Bureau, Inc. on the last business day prior to the Exercise Date; or

(iii) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current value shall be the Purchase Price.

SECTION 9. Warrantholder Not Deemed Stockholder. No Holder of Warrants shall, as such, be entitled to vote or to receive dividends or be deemed the holder of Common Stock that may at any time be issuable upon exercise of such Warrants for any purpose whatsoever, nor shall anything contained herein be construed to confer upon the holder of Warrants, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issue or reclassification of stock, change of par value or change of stock to no par value, consolidation, merger or conveyance or otherwise), or to receive notice of meetings, or to receive dividends or subscription rights, until such holder shall have exercised such Warrants and been issued shares of Common Stock in accordance with the provisions hereof.

10. Registration Rights.

(a) Demand Registration Right. The Company covenants and agrees with the Registered Holder and any subsequent Registered Holders of the Warrants and/or Warrants Shares that, on one occasion, within 60 days after receipt of a written request from Registered Holders of more than 50% in

interest of the aggregate of Warrants and/or Warrant Shares issued pursuant hereto, the Company shall, on one occasion, file a registration statement (and use its best efforts to cause such registration statement to become effective under the Act at the Company's expense) with respect to the offering and sale or other disposition of the Warrant Shares (the "Offered Warrant Shares"). The Company shall not be obligated to file and have declared effective a registration statement with respect to the Offered Warrant Shares on more than one occasion.

The Company may defer the filing of a registration statement for up to 90 days after the request for registration is made if the Board of Directors determines in good faith that such registration or post-effective amendment would adversely affect or otherwise interfere with a proposed or pending transaction by the Company, including without limitation a material financing or a corporate reorganization, or during any period of time in which the Company is in possession of material inside information concerning the Company or its securities, which information the Company determines in good faith is not ripe for discharge.

The Company shall not honor any request to register Warrant Shares pursuant to this Section received later than the Warrant Expiration Date. The Company shall not be required (i) to maintain the effectiveness of the registration statement beyond the earlier to occur of 120 days after the effective date of the registration statement or the date on which all of the Offered Warrant Shares have been sold (the "Termination Date"); provided, however, that if at the Termination Date the Offered Warrant Shares are covered by a registration statement which also covers other securities and which is required to remain in effect beyond the Termination Date, the Company shall maintain in effect such registration statement as it relates to Offered Warrant Shares for so long as such registration statement (or any substitute registration statement) remains or is required to remain in effect for any such other securities. All expenses of registration pursuant to this subsection 10(a) shall be borne by the Company.

The Company shall be obligated pursuant to this Section to include in the registration statement Warrant Shares that have not yet been purchased by a Registered Holder of Warrants so long as such Registered Holder of Warrants submits an undertaking to the Company that such Registered Holder intends to exercise Warrants representing the number of Warrant Shares to be included in such registration statement prior to the consummation of the public offering with respect to such Warrant Shares. In addition, such Registered Holder of Warrants is permitted to pay the Company the Warrant Price for such Warrant Shares upon the consummation of the public offering with respect to such Warrant Shares.

(b) Piggy-back Registration Rights. The Company covenants and agrees with the Registered Holders and any subsequent Registered Holders of the Warrants and/or Warrant Shares that in the event the Company proposes to file a registration statement under the Act with respect to any class of security (other than in connection with an exchange offer, a non-cash offer or a registration statement on Form S-8 or Form S-4 or other unsuitable registration statement form) which becomes effective then the Company shall in each case give written notice of such proposed filing to the Registered Holders of Warrants and Warrant Shares at least 30 days before the proposed filing date and such notice shall offer to such Registered Holders the opportunity to include in such registration statement such number of Warrant Shares as they may request, unless, in the opinion of counsel to

the Company reasonably acceptable to any such Registered Holder of Warrants or Warrant Shares who wishes to have Warrant Shares included in such registration statement, registration under the Act is not required for the transfer of such Warrants and/or Warrant Shares in manner proposed by such Registered Holders. The Company shall not honor any such request to register any such Warrant Shares if the request is received later than the Warrant Expiration Date, and the Company shall not be required to honor any request (a) to register any such Warrant Shares if the Company is not notified in writing of any such request pursuant to this Section within at least 20 days after the Company has given notice to the Registered Holders of the filing, or (b) to register Warrant Shares that represent in the aggregate fewer than 25% of the aggregate number of Warrant Shares. The Company shall permit, or shall cause the managing underwriter of a proposed offering to permit, the Registered Holders of Warrant Shares requested to be included in the registration (the "Piggy-back Shares") to include such Piggy-back Shares in the proposed offering on the same terms and conditions as applicable to securities of the Company included therein or as applicable to securities of any person other than the Company and the Registered Holders of Piggy-back Shares if the securities of any such person are included therein. Notwithstanding the foregoing, if any such managing underwriter shall advise the Company in writing that it believes that the distribution of all or a portion of the Piggy-back Shares requested to be included in the registration statement concurrently with the securities being registered by the Company would materially adversely affect the distribution of such securities by the Company for its own account, then the number of shares to be offered for the account of all persons (other than the Company or such other persons on whose behalf the underwritten offering was initiated) participating in such registration shall be reduced or limited (to zero if necessary) pro rata in proportion to the extent necessary to reduce the total number of shares requested to be included in such offering to the number of shares, if any, recommended by such managing underwriter or underwriters. All expenses of the piggy-back registration pursuant to this section 10(b) shall be borne by the Company, except that underwriting commissions and expenses attributable to the Piggy-back Shares and fees and disbursements of counsel (if any) to the Registered Holders requesting that such Piggy-back Shares be offered will be borne by such Registered Holders.

The Company shall be obligated pursuant to this subsection 10(b) to include in the Piggy-back Offering, Warrant Shares that have not yet been purchased by a Registered Holder of Warrants so long as such Registered Holder of Warrants submits an undertaking to the Company that such Registered Holder intends to exercise Warrants representing the number of Warrant Shares to be included in such Piggy-back Offering prior to the consummation of such Piggy-back Offering. In addition, such Registered Holder of Warrants is permitted to pay the Company the Warrant Price for such Warrant Shares upon the consummation of the Piggy-back Offering.

If the Company decides not to proceed with a Piggy-back Offering, the Company has no obligation to proceed with the offering of the Piggy-back Shares.

(c) In connection with the registration of Warrant Shares in accordance with this Section, the Company agrees to:

(i) Use its best efforts to register or qualify the Warrant Shares for offer or sale under the state securities or Blue Sky

laws of such states which the Registered Holders of such Warrant Shares shall designate, until the dates specified in subsections 10(a) and 10(b) above in connection with registration under the Act; provided, however, that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action which would subject it to general service of process in any jurisdiction where it is not now so subject or to register or get a license as a broker or dealer in securities in any jurisdiction where it is not so registered or licensed.

(ii) (A) in the event of any registration with respect to any Warrant Shares pursuant to this Section, the Company will indemnify and hold harmless any Registered Holder whose Warrant Shares are being so registered and each person, if any, who controls such Registered Holder within the meaning of the Act, against any losses, claims, damages or liabilities, joint or several, to which such Registered Holder or such controlling person may be subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained, on the effective date thereof, in any such registration statement, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse each such Registered Holder and each such controlling person for any legal or other expenses reasonably incurred by such Registered Holder or such controlling person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in any such registration statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with written information furnished by such Registered Holder expressly for use in the preparation thereof. The Company will not be liable to a claimant to the extent of any misstatement corrected or remedied in any amended prospectus if the Company timely delivers a copy of such amended prospectus to such indemnified person and such indemnified person does not timely furnish such amended prospectus to such claimant. The Company shall not be required to indemnify any Registered Holder or controlling person for any payment made to any claimant in settlement of any suit or claim unless such payment is approved by the Company.

(B) Each such Registered Holder of Warrants and/or Warrant Shares will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed any such registration statement, and each person, if any, who controls the Company within the meaning of the Act, against any losses, claims, damages or liabilities to which the Company, or any such director, officer or controlling person may become subject under the Act, or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any such registration statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereto,

or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any such registration statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with written information furnished by such Registered Holder expressly for use in the preparation thereof; and will reimburse any legal or other expenses reasonably incurred by the Company, or any such director, officer or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the indemnity agreement contained in this subparagraph 10(c)(ii)(B) shall not apply to amounts paid to any claimant in settlement of any suit or claim unless such payment is first approved by such Registered Holder.

(C) In order to provide for just and equitable contribution in any action in which a claim for indemnification is made pursuant to this subsection 10(c)(ii)(C) but is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this subsection 10(c)(ii)(C) provides for indemnification in such case, all the parties hereto shall contribute to the aggregate losses, claims, damages or liabilities ("Damages") to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of the Company on the one hand and the Registered Holders on the other hand in connection with the statements or omissions that resulted in such Damages, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of the Registered Holders on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Registered Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission so that each Registered Holder whose Warrant Shares are being registered is responsible pro rata for the portion represented by the public offering price received by such Registered Holder from the sale of such Registered Holder's Warrant Shares, and the Company is responsible for the remaining portion; provided, however, that (i) no Registered Holder shall be required to contribute any amount in excess of the public offering price received by such Registered Holder from the sale of such Registered Holder's Warrant Shares and (ii) no person guilty of a fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation. This subsection 10(c)(ii)(C) shall not be operative as to any Registered Holder of Warrant Shares to the extent that the Company has received indemnity under this subsection 10(c)(ii)(C).

(d) Pursuant to that certain Registration Rights Agreement dated as of December 29, 1995, between the Company, and Fidelity Galileo Fund, L.P. and Fidelity Copernicus Fund, L.P. (collectively, "Fidelity"), the Company is obligated to file a registration statement registering 500,000 shares of Common Stock owned by Fidelity by March 15, 1996 (the

"Fidelity Registration"). The Registered Holder(s) hereby agrees that the registration of Warrant Shares at the same time as the Fidelity Registration, provided such registration becomes effective on the same terms as Section 2(a) of the Registration Rights Agreement (except that the Target Filing Date for purposes of this Warrant shall be April 30, 1996 and the Target Effective Date shall mean the date 90 days after April 30, 1996), shall satisfy and constitute exercise of the demand registration right set forth in subsection 10(a) herein.

SECTION 11. Rights of Action. All rights of action with respect to this Warrant are vested in the Registered Holder of the Warrants, and the Registered Holder of a Warrant, without consent of the holder of any other Warrant, may, on his own behalf and for his own benefit, enforce against the Company his right to exercise his Warrants for the purchase of shares of Common Stock in the manner provided in this Warrant.

SECTION 12. Agreement of Warrantholder. Every holder of a Warrant, by his acceptance thereof, consents and agrees with the Company that the Company may deem and treat the person in whose name the Warrant is registered as the holder and as the absolute, true and lawful owner of the Warrants represented thereby for all purposes, and the Company shall not be affected by any notice or knowledge to the contrary.

SECTION 13. Gender, Singular and Plural. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa.

SECTION 14. Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of California, without reference to principles of conflict of laws.

SECTION 15. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed to have been made when delivered or mailed first class registered or certified mail, postage prepaid, as follows: if to the Registered Holder of a Warrant, at the address of such holder as shown on the registry books maintained by the Company; if to the Company, at 404 E. Huntington Drive, Monrovia, California 91016, Attention: Chairman or President.

SECTION 16. Binding Effect. This Warrant shall be binding upon and inure to the benefit of the Company (and its respective successors and assigns) and the holders from time to time of Warrants. Nothing in this Warrant is intended or shall be construed to confer upon any other person any right, remedy or claim, in equity or at law, or to impose upon any other person and duty, liability or obligation.

SECTION 17. Termination. This Warrant shall terminate at the close of business on the Warrant Expiration Date.

SECTION 18. Amendment. Any amendment, supplement or modification of or to any provision of this Warrant, any waiver of any provision of this Warrant and any consent to any departure by any party from the terms of any provision of this Warrant, shall be effective (i) only if it is

made or given in writing and signed by the Company and by the beneficial owners of a majority of the Warrant Shares (assuming exercise of all outstanding Warrants), and (ii) only in the specific instance and for the specific purpose for which made or given.

SECTION 19. Remedies. The Company stipulates that the remedies at law of the holders of the Warrants and of Warrant Shares in the event of any default or threatened default by the Company in the performance of or compliance with any of the terms of the Warrants are not and will not be adequate and that, to the fullest extent permitted by law, such terms may be specifically enforced by a decree for the specific performance of any agreement contained herein or therein or by an injunction against a violation of any of the terms hereof or thereof, or otherwise.

SECTION 20. Modification and Severability. If, in any action before any court or agency legally empowered to enforce any provision contained herein, any provision hereof is found to be unenforceable, then such provision shall be deemed modified to the extent necessary to make it enforceable by such court or agency. If any such provision is unenforceable as set forth in the preceding sentence, the unenforceability of such provision shall not affect the other provisions of this Warrant, but this Warrant shall be construed as if such unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the undersigned individual has signed this Warrant on behalf of the Company as of the date first above written.

AMERIGON INCORPORATED

By:

Lon E. Bell
President & CEO

FORM OF NOTICE OF EXERCISE

(To be executed only upon partial or full exercise of the within Warrant)

The undersigned registered holder of the within Warrant irrevocably exercises the within Warrant for and purchases _____ shares of Class A Common Stock of Amerigon Incorporated and herewith makes payment therefor in the amount of \$_____, all at the price and on the terms and conditions specified in the within Warrant, and requests that a certificate for such shares hereby purchased be issued in the name of and delivered to (a) the undersigned or (b) _____, whose address is _____ and, if such shares shall not include all the Warrant Shares issuable as provided in the within Warrant, that a new Warrant of like tenor for the number of Warrant Shares not being purchased hereunder be issued in the name of and delivered to (a) the undersigned or (b) _____ whose address is _____.

Dated: _____, _____, _____

(Print Name of Holder)

By: -----
(Signature of Registered Holder)

FORM OF ASSIGNMENT

(To be executed only upon the assignment of the within Warrant)

FOR VALUE RECEIVED, the undersigned registered holder of the within Warrant hereby sells, assigns, and transfers unto _____, whose address is _____, all of the rights of the undersigned under the within Warrant, with respect to _____ shares of Class A Common Stock of Amerigon Incorporated and, if such shares shall not include all the Warrant Shares issuable as provided in the within Warrant, that a new Warrant of like tenor for the number of Warrant Shares not being transferred hereunder be issued in the name of and delivered to the undersigned, and does hereby irrevocably constitute and appoint _____ Attorney to register such transfer on the books of Amerigon Incorporated maintained for the purpose, with full power of substitution in the premises.

Dated: _____, _____, _____

(Print Name of Holder)

By: -----
(Signature of Registered Holder)

Option to Purchase
1,700 UnitsAmerigon Incorporated
Unit Purchase Option
Dated: February 18, 1997

THIS CERTIFIES THAT _____ (herein sometimes called the "Holder") is entitled to purchase from Amerigon Incorporated, a California corporation (hereinafter called the "Company"), at the prices and during the periods as hereinafter specified, up to ONE THOUSAND SEVEN HUNDRED (1,700) Units ("Units"), each Unit consisting of 280 shares of the Company's Class A Common Stock, no par value, as now constituted ("Class A Common Stock"), and 280 warrants to purchase Class A Common Stock ("Class A Warrants"). Each Class A Warrant is exercisable to purchase one share of Class A Common Stock at an exercise price of \$5.00 from February 12, 2000 through February 12, 2002. The Class A Warrants are herein referred to as the "Warrants."

The Units have been registered under a Registration Statement on Form S-2, (File No. 333-17401) declared effective by the Securities and Exchange Commission on February 12, 1997 (the "Registration Statement"). This Option, together with options of like tenor, constituting in the aggregate options (the "Options") to purchase 1,700 Units, subject to adjustment in accordance with Section 8 of this Option (the "Option Units"), was originally issued pursuant to an underwriting agreement between the Company and D.H. Blair Investment Banking Corp., as underwriter (the "Underwriter") in connection with a public offering (the "Offering") of 17,000 Units (the "Public Units") through the Underwriter, in consideration of \$1.70 received for the Options.

Except as specifically otherwise provided herein, the Class A Common Stock and the Warrants issued pursuant to the option herein granted (the "Option") shall bear the same terms and conditions as described under the caption "Description of Securities" in the Registration Statement, and the Warrants shall be governed by the terms of the Warrant Agreement dated as of February 12, 1997 executed in connection with such public offering (the "Warrant Agreement"); and except that (i) the holder shall have registration rights under the Securities Act of 1933, as amended (the "Act"), for the Option, the Class A Common Stock and the Warrants included in the Option Units, and the shares of Class A Common Stock underlying the Warrants, as more fully described in Section 6 of this Option and (ii) the Warrants issuable upon exercise of the Option will be subject to redemption by the Company pursuant to the Warrant Agreement only at any time after the Option has been exercised the Warrants underlying the Option Units are outstanding. Any such redemption shall be on the same terms and conditions as the Warrants included in the Public Units (the "Public Warrants"). The Company will list the Class A Common Stock underlying this Option and, at the Holder's request the Warrants, on the Nasdaq National

Market, the Nasdaq SmallCap Market or such other . exchange or market as the Class A Common Stock or Public Warrants may then be listed or quoted. In the event of any extension of the expiration date or reduction of the exercise price of the Public Warrants, the same changes to the Warrants included in the Option Units shall be simultaneously effected.

1. The rights represented by this Option shall be exercised at the prices, subject to adjustment in accordance with Section 8 of this Option ("the "Exercise Price"), and during the periods as follows:

(a) During the period from February 12, 1997 through February 11, 2000 inclusive, the Holder shall have no right to purchase any Option Units hereunder, except that in the event of any merger, consolidation or sale of all or substantially all the capital stock or assets of the Company or in the case of any statutory exchange of securities with another corporation (including any exchange effected in connection with a merger of another corporation into the Company) subsequent to February 11, 2000, the Holder shall have the right to exercise this Option and the Warrants included herein at such time and receive the kind and amount of shares of stock and other securities and property (including cash) which a holder of the number of shares of Class A Common Stock underlying this Option and the Warrants included in this Option would have owned or been entitled to receive had this Option been exercised immediately prior thereto.

(b) Between February 12, 2000 and February 12, 2002 inclusive, the Holder shall have the option to purchase Option Units hereunder u a price of \$1,493.50 per Unit.

(c) After February 12, 2002 the Holder shall have no right to purchase any Units hereunder.

2. (a) The rights represented by this Option may be exercised at any time within the period above specified in whole or in part, by (i) the surrender of this Option (with the purchase form at the end hereof properly executed) at the principal executive office of the Company (or such other office or agency of the Company as it may designate by notice in writing to the Holder at the address of the Holder appearing on the books of the Company); and (ii) payment to the Company of the exercise price then in effect for the number of Option Units specified in the above-mentioned purchase form together with applicable stock transfer taxes, if any. This Option shall be deemed to have been exercised, in whole or in part to the extent specified, immediately prior to the close of business on the date this Option is surrendered and payment is made in accordance with the foregoing provisions of this Section 2, and the person or persons

in whose name or names the certificates for shares of Class A Common Stock and Warrants shall be issuable upon such exercise shall become the holder or holders of record of such Class A Common Stock and Warrants at that time and date. The certificates for the Class A Common Stock and Warrants so purchased shall be delivered to the Holder as soon as practicable but not later than ten (10) days after the rights represented by this Option shall have been so exercised.

(b) At any time during the period specified, during which this Option may be exercised, the Holder may, at its opinion, exchange this Option, in whole or in part (an "Option Exchange"), into the number of Option Units determined in accordance with this Section (b), by surrendering this Option at the principal office of the Company or at the office of its stock transfer agent, accompanied by a notice stating such Holder's intent to effect such exchange, the number of Option Units into which this Option is to be exchanged and the date on which the Holder requests that such Option Exchange occur (the "Notice of Exchange"). The Option Exchange shall take place on the date specified in the Notice of Exchange or, if later, the date the Notice of Exchange is received by the Company (the "Exchange Date"). Certificates for the shares of Class A Common Stock and Warrants issuable upon such Option Exchange and, if applicable, a new Option of like tenor evidencing the balance of the Option Units remaining subject to this Option, shall be issued as of the Exchange Date and delivered to the Holder within seven (7) days following the Exchange Date. In connection with any Option exchange, this Option shall represent the right to subscribe for and acquire the number of Option Units (rounded to the next highest integer) equal to (x) the number of Option Units specified by the Holder in its Notice of Exchange up to the maximum number of Option Units subject to this option (the "Total Number") less (y) the number of Option Units equal to the quotient obtained by dividing (A) the product of the Total Number and the existing Exercise Price by (B) the Fair Market Value. "Fair Market Value" shall have the meaning indicated in Subsections (i) through (iv) below for the aggregate value of all shares of Class A Common Stock and Warrants which comprise a Unit:

(i) If the Class A Common Stock or Warrants are listed on a national securities exchange or admitted to unlisted trading privileges on such exchange or listed for trading on the Nasdaq National Market or the Nasdaq SmallCap Market, the Fair Market Value shall be the average of the last reported sales prices or the average of the means of the last reported bid and asked prices, respectively, of Class A Common Stock or Warrants, respectively, on such exchange or market for the five (5) business days ending on the last business day prior to the Exchange Date; or

(ii) If the Class A Common Stock or Warrants are not so listed or admitted to unlisted trading

privileges, the Fair Market Value shall be the average of the means of the last reported bid and asked prices of the Class A Common Stock or Warrants, respectively, for the five (5) business days ending on the last business day prior to the Exchange Date; or

(iii) If the Class A Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the Fair Market Value shall be an amount, not less than book value thereof as at the end of the most recent fiscal year of the Company ending prior to the Exchange Date, determined in such reasonable manner as may be prescribed by the Board of Directors of the Company; or

(iv) If the Warrants are not so listed or admitted to unlisted trading privileges, and bid and asked prices are not so reported for Warrants, then Fair Market Value for the Warrants shall be an amount equal to the difference between (i) the Fair Market Value of the shares of Class A Common Stock which may be received upon the exercise of the Warrants, as determined herein, and (ii) the Warrant Exercise Price.

3. Neither this Option nor the underlying securities shall be transferred, sold, assigned, or hypothecated, except that they may be transferred to successors of the Holder, and may be assigned in whole or in part to any person who is an officer of the Holder, any member participating in the selling group relating to the Offering or any officer of such selling group member. Any such assignment shall be effected by the Holder (i) executing the form of assignment at the end hereof and (ii) surrendering this Option for cancellation at the office or agency of the Company referred to in Section 2 hereof accompanied by a certificate (signed by an officer of the Holder if the Holder is a corporation), stating that each transferee is a permitted transferee under this Section 3 hereof, whereupon the Company shall issue, in the name or names specified by the Holder (including the Holder) a new Option or Options of like tenor and representing in the aggregate rights to purchase the same number of Option Units as are purchasable hereunder.

4. The Company covenants and agrees that all shares of Class A Common Stock which may be issued a part of the Option Units purchased hereunder and the Class A Common Stock which may be issued upon exercise of the warrants will, upon issuance, be duly and validly issued, fully paid and nonassessable and no personal liability will attach to the holder thereof. The Company further covenants and agrees that during the periods within which this Option may be exercised, the Company will at all times have authorized and reserved a sufficient number of shares of its Class A Common Stock to provide for the exercise of this Option and that it will have authorized and reserved a sufficient number of shares of Class A Common Stock for issuance upon exercise of the Warrants included in the Option Units.

5. This Option shall not entitle the Holder to any voting rights or any other rights, or subject to the Holder to any liabilities, as a stockholder of the Company.

6. (a) The Company shall advise the Holder or its transferee, whether the Holder holds the Option or has exercised the Option and holds Option Units or any of the securities underlying the Option Units, by written notice at least two weeks prior to the filing of any post-effective amendment to the Registration Statement or of any new registration statement or post-effective amendment thereto under the Act (other than a registration statement on Form S-4 or S-8 or any form substituting therefor or any other limited purpose form that would not permit the inclusion of the Registrable Securities) covering any securities of the Company, for its own account or for the account of others, and will for a period of seven years from the effective date of the Registration Statement, upon the request of the Holder, include in any such post-effective amendment or registration statement, such information as may be required to permit a public offering of the Option, all or any of the Option Units, the Class A Common Stock or Warrants included in the Option Units or the Class A Common Stock issuable upon the exercise of the Warrants (the "Registrable Securities").

(b) If the Underwriter, D.H. Blair & Co., Inc., J. Morton Davis or any 50% holder (as defined below) (each, a "Requesting Holder") shall give notice to the Company at any time to the effect that such holder desires to register under the Act this Option, the Option Units or any of the underlying securities contained in the Option Units under such circumstances that a public distribution (within the meaning of the Act) of any such securities will be involved then the Company will promptly, but no later than four weeks after receipt of such notice, file a post-effective amendment to the current Registration Statement or a new registration statement on Form S-1 or such other form as the holder requests pursuant to the Act, to the end that the Option, the Option Units and/or any of the securities underlying the Option Units may be publicly sold under the Act as promptly as practicable thereafter and the Company will use its best efforts to cause such registration to become and remain effective (including the taking of such steps as are necessary to obtain the removal of any stop order) for a period of up to nine months or until the distribution contemplated in the registration statement has been completed, whichever first occurs (provided, that such nine month limitation shall be extended indefinitely in the event the registration statement is on Form S-3 or any successor thereto); provided, that such holder shall furnish the Company with appropriate information in connection therewith as the Company may reasonably request in writing. Any Requesting Holder may, at its option, request the filing of a post-effective amendment to the current Registration Statement or a new registration statement under the Act on two occasions during the thirty month period beginning thirty months from the effective date of the Registration Statement; provided, that the aggregate

number of registrations that may be requested by all Requesting Holders shall be limited to two. Any Requesting Holder may, at its option request the registration of the Option and/or any of the securities underlying the Option in a registration statement made by the Company as contemplated by Section 6(a) or in connection with a request made pursuant to this Section 6(b) prior to acquisition of the Option Units issuable upon exercise of the Option and even though the Holder has not given notice of exercise of the Option. Any Requesting Holder may, at its option, request such post-effective amendment or new registration statement during the described period with respect to the Option, the Option Unit as a unit, or separately as to the Class A Common Stock and/or Warrants included in the Option Units and/or the Class A Common Stock issuable upon the exercise of the Warrants, and such registration rights may be exercised by the Requesting Holder prior to or subsequent to the exercise of the Option.

Within ten days after receiving any such notice pursuant to this Section 6(b), the Company shall give notice to the other holders of the Options, advising that the Company is proceeding with such post-effective amendment or registration statement and offering to include therein the securities underlying the Options of the other holders, provided that they shall furnish the Company with such appropriate information (relating to the intentions of such holders) in connection therewith as the Company shall reasonably request in writing. In the event demand for registration is made by a Requesting Holder and the registration statement is not filed within the period specified herein and in the event the registration statement is not declared effective under the Act prior to February 12, 2002, then, at the holders' request, the Company shall purchase the Options from the holder for a per option price equal to the difference between (i) the Fair Market Value of the Class A Common Stock on the date of notice multiplied by the number of shares of Class A Common Stock issuable upon exercise of the Option and the underlying Warrants and (ii) the average per share purchase price of the Option and each share of Class A Common Stock underlying the Option. All costs and expenses of the first such post-effective amendment or new registration statement under this paragraph 6(b) shall be borne by the Company, except that the holders shall bear the fees of their own counsel and any underwriting discounts or commissions applicable to any of the securities sold by them.

(c) The term "50% holder" as used in this Section 6 shall mean the holder of at least 50% of the Class A Common Stock and the Warrants underlying the Options (considered in the aggregate) and shall include any owner or combination of owners of such securities, which ownership shall be calculated by determining the number of shares of Class A Common Stock held by such owner or owners as well as the number of shares then issuable upon exercise of the Warrants.

(d) Whenever pursuant to Section 6 a registration statement relating to any Registrable Securities is filed under

the Act, amended or supplemented, the Company shall (i) supply prospectuses and such other documents as the Holder may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities, (ii) use its best efforts to register and qualify any of the Registrable Securities for sale in such states as such Holder designates (provided, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as maybe required by the Act), (iii) furnish indemnification in the manner provided in Section 7 hereof (iv) notify each Holder of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading and, at the request of any such Holder, prepare and furnish to such Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state material fact required to be stated therein or necessary to make the statements therein not misleading and (v) do any and all other acts and things which may be necessary or desirable to enable such Holders to consummate the public sale or other disposition of the Registrable Securities. The Holders shall furnish appropriate information in connection therewith and indemnification as set forth in Section 7.

(e) The Company shall not permit the inclusion of any securities other than the Registrable Securities and securities of the Company held by securityholders who have duly exercised registration rights existing on the date hereof to be included in any registration statement filed pursuant to Section 6(b) hereof without the prior written consent of the Requesting Holders; provided, that if the underwriter advises the Requesting Holders in writing that marketing factors require a limitation of the number of shares to be underwritten, then the Company shall exclude from such underwriting, to the fullest extent possible, (i) first, the maximum number of securities, if any, other than Registrable Securities as is necessary in the opinion of the managing underwriter(s) to reduce the size of the offering and (ii) then the minimum number of Registrable Securities as is necessary in the opinion of the managing underwriters) to reduce the size of the offering.

(f) The Company shall furnish to each Holder participating in the offering and to each underwriter, if any, a signed counterpart, addressed to such Holder or underwriter, of (i) an opinion of counsel to the Company, dated the effective date of such registration statement (or, if such registration

includes an underwritten public offering, an opinion dated the date of the closing under the underwriting agreement), and (ii) if such registration includes an underwritten public offering, a "cold comfort" letter dated the effective date of such registration statement and dated the date of the closing under the underwriting agreement signed by the independent public accountants who have issued a report on the Company's financial statements included in such registration statement, in each case covering substantially the same matters with respect to such registration statement (and the prospectus included therein) and, in the case of such accountants' letter, with respect to events subsequent to the date of such financial statements, as are customarily covered in opinions of issuer's counsel and in accountants' letters delivered to underwriters in underwritten public offerings of securities.

(g) The Company shall deliver promptly to each Holder participating in the offering requesting the correspondence and memoranda described below and to the managing underwriter copies of all correspondence between the Commission and the Company, its counsel or auditors and all memoranda relating to discussions with the Commission or its staff with respect to the registration statement and permit each Holder and underwriter to do such investigation, upon reasonable advance notices, with respect to information contained in or omitted from the registration statement as it deems reasonably necessary to comply with applicable securities laws or rules of the National Association of Securities Dealers, Inc. ("NASD"). Such investigation shall include access to non-confidential books, records and properties and opportunities to discuss the business of the Company with its officers and independent auditors, all to such reasonable extent and at such reasonable times as any such Holder shall reasonably request.

7. (a) Whenever pursuant to Section 6 a registration statement relating to the Registrable Securities is filed under the Act, amended or supplemented, the Company will indemnify and hold harmless each holder of the Registrable Securities covered by such registration statement, amendment or supplement (such holder being hereinafter called the "Distributing Holder"), and each person, if any, who controls (within the meaning of the Act) the Distributing Holder, and each underwriter (within the meaning of the Act) of such securities and each person, if any, who controls (within the meaning of the Act) any such underwriter, against any losses, claims, damages or liabilities, joint or several, to which the Distributing Holder, any such controlling person or any such underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any such registration statement or any preliminary prospectus or final prospectus constituting a part thereof or any amendment or supplement thereto, or arise out of or are based upon the omission to state therein a material fact required to be stated therein or necessary to make the

statements therein not misleading; and will reimburse the Distributing Holder and each such controlling person and underwriter for any legal or other expenses reasonably incurred by the Distributing Holder or such controlling person or underwriter in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in said registration statement, said preliminary prospectus, said final prospectus or said amendment or supplement in reliance upon and in conformity with written information furnished by such Distributing Holder specifically for use in the preparation thereof.

(b) Each Distributing Holder shall, severally but not jointly, indemnify and hold harmless the Company, each of its directors each of its officers who have signed the registration statement, and each person, if any, who controls the Company within the meaning of the Act against any losses, claims, damages or liabilities to which such indemnified person may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in said registration statement, said preliminary prospectus, said final prospectus, or said amendment or supplement, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in each case, to the extent, but only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in said registration statement, said preliminary prospectus, said final prospectus or said amendment or supplement in reliance upon and in conformity with written information furnished by such Distributing Holder specifically for use in the preparation thereof, except that the maximum amount which may be recovered from the Distributing Holder pursuant to this Section 7 or otherwise shall be limited to the amount of net proceeds received by the Distributing Holder from the sale of the Registrable Securities.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party, give the indemnifying party notice of the commencement thereof, but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 7.

(d) In case any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly

with any other indemnifying party similarly notified to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation.

(8) In addition to the provisions of Section 1(a) of this Option, the Exercise Price in effect at any time and the number and kind of securities purchasable upon the exercise of the Options shall be subject to adjustment from time to time upon the happening of certain events as follows:

(a) In case the Company shall (i) declare a dividend or make a distribution on its outstanding shares of Class A Common Stock in shares of Class A Common Stock, (ii) subdivide or reclassify its outstanding shares of Class A Common Stock into a greater number of shares, or (iii) combine or reclassify its outstanding shares of Class A Common Stock into a smaller number of shares, the Exercise Price in effect at the time of the record date for such dividend or distribution or of the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the Exercise Price by a fraction, the denominator of which shall be the number of shares of Class A Common Stock outstanding after giving effect to such action, and the numerator of which shall be the number of shares of Class A Common Stock outstanding immediately prior to such action. Such adjustment shall be made successively whenever any event listed above shall occur.

(b) Whenever the Exercise Price payable upon exercise of each Option is adjusted pursuant to Section (a) above, (i) the number of shares of Class A Common Stock included in an Option Unit shall simultaneously be adjusted by multiplying the number of shares of Class A Common Stock included in Option Unit immediately prior to such adjustment by the Exercise Price in effect immediately prior to such adjustment and dividing the product so obtained by the Exercise Price, as adjusted and (ii) the number of shares of Class A Common Stock or other securities issuable upon exercise of the Warrants included in the Option Units and the exercise price of such Warrants shall be adjusted in accordance with the applicable terms of the Warrant Agreement.

(c) No adjustment in the Exercise Price shall be required unless such adjustment would require an

increase or decrease of at least five cents (\$0.05) in such price; provided, however, that any adjustments which by reason of this Subsection (c) are not required to be made shall be carried forward and taken into account in any subsequent adjustment required to be made hereunder. All calculations under this Section 8 shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be. Anything in this Section 8 to the contrary notwithstanding, the Company shall be entitled, but shall not be required, to make such changes in the Exercise Price, in addition to those required by this Section 8, as it shall determine, in its sole discretion, to be advisable in order that any dividend or distribution in shares of Class A Common Stock, or any subdivision, reclassification or combination of Class A Common Stock, hereafter made by the Company shall not result in any Federal Income tax liability to the holders of Class A Common Stock or securities convertible into Class A Common Stock (including Warrants issuable upon exercise of this Option).

(d) Whenever the Exercise Price is adjusted, as herein provided, the Company shall promptly but no later than 10 days after any request for such an adjustment by the Holder, cause a notice setting forth the adjusted Exercise Price and adjusted number of Option Units issuable upon exercise of each Option and, if requested, information describing the transactions giving rise to such adjustments, to be mailed to the Holders, at the address set forth herein, and shall cause a certified copy thereof to be mailed to its transfer agent, if any. The Company may retain a firm of independent certified public accountants selected by the Board of Directors (who may be the regular accountants employed by the Company) to make any computation required by this Section 8, and a certificate signed by such firm shall be conclusive evidence of the correctness of such adjustment.

(e) In the event that at any time, as a result of an adjustment made pursuant to Subsection (a) above, the Holder of this Option thereafter shall become entitled to receive any share of the Company, other than Class A Common Stock thereafter the number of such other shares so receivable upon exercise of this Option shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Class A Common Stock contained in Subsections (a) to (c), inclusive above.

(t) In case any event shall occur as to which the other provisions of this Section 8 or Section 1(a) hereof are not strictly applicable but as to which the

failure to make any adjustment would not fairly protect the purchase rights represented by this Option in accordance with the essential intent and principles hereof then, in each such case; the Holders of Options representing the right to purchase a majority of the Option Units may appoint a firm of independent public accountants reasonably acceptable to the Company, which shall give their opinion as to the adjustment, if any, on a basis consistent with the essential intent and principles established herein, necessary to preserve the purchase rights represented by the Options. Upon receipt of such opinion, the Company will promptly mail a copy thereof to the Holder of this Option and shall make the adjustments described therein. The fees and expenses of such independent public accountants shall be borne by the Company.

9. This Agreement shall be governed by and in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

IN WITNESS WHEREOF, Amerigon Incorporated has caused this Option to be signed by its duly authorized officers under its corporate seal, and this Option to be dated February 18, 1997.

AMERIGON INCORPORATED

By: _____
Lon E. Bell, Ph.D., President

(Corporate Seal)
Attest:

PURCHASE FORM

(To be signed only upon exercise of option)

The undersigned, the holder of the foregoing Option, hereby irrevocably elects to exercise the purchase rights represented by such Option for, and to purchase thereunder, _____ Units of Amerigon Incorporated, each Unit consisting of 280 shares of Class A Common Stock, no par value, and 280 Class A Warrant(s) to purchase Class A Common Stock, and herewith makes payment of \$ _____ thereof.

Dated: _____ Instructions for Registration
of Stock and Warrants

Print Name

Address

Signature

OPTION EXCHANGE

The undersigned, pursuant to the provisions of the foregoing Option, hereby elects to exchange its Option for _____ Units of Amerigon Incorporated, each Unit consisting of 280 shares of Class A Common Stock, no par value, and 280 Class A Warrant(s) to purchase Class A Common Stock, pursuant to the Option Exchange provisions of the Option.

Dated: _____

Print Name

Address

Signature

TRANSFER FORM

(To be signed only upon transfer of the Option)

For value received, the undersigned hereby sells, assigns, and transfers unto _____ the right to purchase Units represented by the foregoing Option to the extent of _____ Units, and appoints _____ attorney to transfer such rights on the books of Amerigon Incorporated, with full power of substitution in the premises.

Dated:

D.H. BLAIR INVESTMENT BANKING CORP.

By:

Address

In the presence of

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statement on Amendment No. 1 to Form S-3 of our report dated February 4, 2000, except for Note 10, as to which the date is March 30, 2000 and for Note 17, as to which the date is March 27, 2000, relating to the financial statements and financial statement schedule, which appears in Amerigon Incorporated's Annual Report on Form 10-K for the year ended December 31, 1999. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

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Costa Mesa, California
PricewaterhouseCoopers LLP

July 24, 2000