

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 5)*

AMERIGON INCORPORATED
(NAME OF ISSUER)

COMMON STOCK, NO PAR VALUE
(TITLE OF CLASS OF SECURITIES)

03070L 30 0
(CUSIP NUMBER)

GEORGE L. ARGYROS
ARNEL DEVELOPMENT COMPANY
949 SOUTH COAST DRIVE, SUITE 600
COSTA MESA, CA 92626
(714) 481-5000

WITH A COPY TO:

THOMAS M. WHEELER
TMW ENTERPRISES, INC.
801 WEST BIG BEAVER ROAD, SUITE 201
TROY, MI 48084
(248) 362-3620

(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON AUTHORIZED
TO RECEIVE NOTICES AND COMMUNICATIONS)

FEBRUARY 25, 2002
(DATE OF EVENT WHICH REQUIRES FILING OF THIS STATEMENT)

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

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Page 1 of 13

1. NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION OF ABOVE PERSON
George L. Argyros

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

3. SEC USE ONLY

4. SOURCE OF FUNDS
00

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

6. CITIZENSHIP OR PLACE OF ORGANIZATION
United States

7. NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
SOLE VOTING POWER

8. SHARED VOTING POWER
8,820,000 Shares

9. SOLE DISPOSITIVE POWER

10. SHARED DISPOSITIVE POWER
8,820,000 Shares

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
8,820,000 shares of Common Stock held as follows: (i) 40,000 shares owned by Mr. Argyros; (ii) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Westar Capital II, LLC ("Westar II"); Mr. Argyros disclaims beneficial ownership of these shares except to the extent of his interests in Westar II; (iii) 150,000 shares owned by Westar II; Mr. Argyros disclaims beneficial ownership of these shares except to the extent of his interests in Westar II; (iv) 83,333 shares underlying warrants held by Westar II; Mr. Argyros disclaims beneficial ownership of these shares until the shares are purchased upon exercise of the warrants, and he further disclaims beneficial ownership of these shares except to the extent of his interests in Westar II; (v) 16,605 shares underlying contingent warrants held by Westar II; Mr. Argyros disclaims beneficial ownership of such shares until the shares are purchased upon exercise of the warrants, and he further disclaims beneficial ownership of these shares except to the extent of his interests in Westar II; (vi) 2,686,567 shares issuable upon conversion of Series A Preferred Stock owned by Big Beaver Investments LLC ("Big Beaver"); Mr. Argyros disclaims beneficial ownership of these shares; (vii) 1,870,602 shares owned by Big Beaver; Mr. Argyros disclaims beneficial ownership of these shares; (viii) 1,269,721 shares underlying warrants held by Big Beaver; Mr. Argyros disclaims beneficial ownership of these shares; and (ix) 16,605 shares underlying contingent warrants held by Big Beaver; Mr. Argyros disclaims beneficial ownership of these shares.

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

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
50.2% (after giving effect to the exercise of the contingent warrants, which includes the exercise of other warrants upon which the exercisability of the contingent warrants depends)

14. TYPE OF REPORTING PERSON
IN

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1. NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION OF ABOVE PERSON
Thomas M. Wheeler

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

3. SEC USE ONLY

4. SOURCE OF FUNDS
00

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

6. CITIZENSHIP OR PLACE OF ORGANIZATION
United States

7. NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
SOLE VOTING POWER

8. SHARED VOTING POWER
8,820,000 Shares

9. SOLE DISPOSITIVE POWER

10. SHARED DISPOSITIVE POWER
8,820,000 Shares

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
8,820,000 shares of Common Stock held as follows: (i) 40,000 shares
owned by Mr. Argyros; Mr. Wheeler disclaims beneficial ownership of
these shares; (ii) 2,686,567 shares issuable upon conversion of Series
A Preferred Stock owned by Westar Capital II, LLC ("Westar II"); Mr.
Wheeler disclaims beneficial ownership of these shares; (iii) 150,000
shares owned by Westar II; Mr. Wheeler disclaims beneficial ownership
of these shares; (iv) 83,333 shares underlying warrants held by Westar
II; Mr. Wheeler disclaims beneficial ownership of these shares; (v)
16,605 shares underlying contingent warrants held by Westar II; Mr.
Wheeler disclaims beneficial ownership of these shares; (vi) 2,686,567
shares issuable upon conversion of Series A Preferred Stock owned by
Big Beaver Investments LLC ("Big Beaver"); Mr. Wheeler disclaims
beneficial ownership of these shares except to the extent of his
interests in Big Beaver; (vii) 1,870,602 shares owned by Big Beaver;
Mr. Wheeler disclaims beneficial ownership of these shares except to
the extent of his interests in Big Beaver; (viii) 1,269,721 shares
underlying warrants held by Big Beaver; Mr. Wheeler disclaims
beneficial ownership of these shares until the shares are purchased
upon exercise of the warrants, and he further disclaims beneficial
ownership of these shares except to the extent of his interests in Big
Beaver; and (ix) 16,605 shares underlying contingent warrants held by
Big Beaver; Mr. Wheeler disclaims beneficial ownership of these shares
until the shares are purchased upon exercise of the warrants, and he
further disclaims beneficial ownership of these shares except to the
extent of his interests in Big Beaver.

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

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
50.2% (after giving effect to the exercise of the contingent warrants,
which includes the exercise of other warrants upon which the
exercisability of the contingent warrants depends).

14. TYPE OF REPORTING PERSON
IN

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1. NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION OF ABOVE PERSON
   Big Beaver Investments LLC
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2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)
                                     (a) 
                                     (b) 
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3. SEC USE ONLY
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4. SOURCE OF FUNDS
   00
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5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
   ITEMS 2(d) or 2(e) 
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6. CITIZENSHIP OR PLACE OF ORGANIZATION
   Delaware
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7. NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
   SOLE VOTING POWER
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8. SHARED VOTING POWER
   8,820,000
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9. SOLE DISPOSITIVE POWER
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10. SHARED DISPOSITIVE POWER
    8,820,000
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11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
    8,820,000 shares of Common Stock held as follows: (i) 40,000 shares
    owned by Mr. Argyros; Big Beaver Investments LLC ("Big Beaver")
    disclaims beneficial ownership of these shares; (ii) 2,686,567 shares
    issuable upon conversion of Series A Preferred Stock owned by Westar
    Capital II, LLC ("Westar II"); Big Beaver disclaims beneficial
    ownership of these shares; (iii) 150,000 shares owned by Westar II;
    Big Beaver disclaims beneficial ownership of these shares; (iv) 83,333
    shares underlying warrants held by Westar II; Big Beaver disclaims
    beneficial ownership of these shares; (v) 16,605 shares underlying
    contingent warrants held by Westar II; Big Beaver disclaims beneficial
    ownership of these shares; (vi) 2,686,567 shares issuable upon
    conversion of Series A Preferred Stock owned by Big Beaver; (vii)
    1,870,602 shares owned by Big Beaver; (viii) 1,269,721 shares
    underlying warrants held by Big Beaver; Big Beaver disclaims
    beneficial ownership of these shares until the shares are purchased
    upon exercise of the warrants; and (ix) 16,605 shares underlying
    contingent warrants held by Big Beaver; Big Beaver disclaims
    beneficial ownership of these shares until the shares are purchased
    upon exercise of the warrants.
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12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
    (See Instructions) 
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13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
    50.2% (after giving effect to the exercise of the contingent warrants,
    which includes the exercise of other warrants upon which the
    exercisability of the contingent warrants depends).
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14. TYPE OF REPORTING PERSON
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1. NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION OF ABOVE PERSON
Westar Capital II, LLC
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2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)
(a) 
(b) 
-----
3. SEC USE ONLY
-----
4. SOURCE OF FUNDS
00
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5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e) 
-----
6. CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware
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7. NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
SOLE VOTING POWER
-----
8. SHARED VOTING POWER
8,820,000
-----
9. SOLE DISPOSITIVE POWER
-----
10. SHARED DISPOSITIVE POWER
8,820,000
-----
11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
8,820,000 shares of Common Stock held as follows: (i) 40,000 shares
owned by Mr. Argyros; Westar Capital II, LLC ("Westar II") disclaims
beneficial ownership of these shares; (ii) 2,686,567 shares issuable
upon conversion of Series A Preferred Stock owned by Westar II; (iii)
150,000 shares owned by Westar II; (iv) 83,333 shares underlying
warrants held by Westar II; Westar II disclaims beneficial ownership
of these shares until the shares are purchased upon exercise of the
warrants; (v) 16,605 shares underlying contingent warrants held by
Westar II; Westar II disclaims beneficial ownership of these shares
until such time as the shares are purchased upon exercise of the
warrants; (vi) 2,686,567 shares issuable upon conversion of Series A
Preferred Stock owned by Big Beaver Investments LLC ("Big Beaver");
Westar II disclaims beneficial ownership of these shares; (vii)
1,870,602 shares owned by Big Beaver; Westar II disclaims beneficial
ownership of these shares; (viii) 1,269,721 shares underlying bridge
loan warrants held by Big Beaver; Westar II disclaims beneficial
ownership of these shares; and (ix) 16,605 shares underlying
contingent warrants held by Big Beaver; Westar II disclaims beneficial
ownership of these shares.
-----
12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES
(See Instructions) 
-----
13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
50.2% (after giving effect to the exercise of the contingent warrants,
which includes the exercise of other warrants upon which the
exercisability of the contingent warrants depends).
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14. TYPE OF REPORTING PERSON
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SCHEDULE 13D

George L. Argyros, Thomas M. Wheeler, Big Beaver Investments LLC ("Big Beaver"), and Westar Capital II, LLC ("Westar II") hereby amend their report on Schedule 13D filed on April 8, 1999 (the "Original Statement"), their Amendment No. 1 to the Original Statement filed on June 22, 1999 (the "First Amendment"), their Amendment No. 2 to the Original Statement filed on April 26, 2000 (the "Second Amendment"), their Amendment No. 3 to the Original Statement filed on June 7, 2000 (the "Third Amendment"), and their Amendment No. 4 to the Original Statement filed on October 4, 2001 (the "Fourth Amendment"). George L. Argyros, Thomas M. Wheeler, Big Beaver and Westar II are collectively referred to herein as the "Reporting Persons."

ITEM 1. SECURITY AND ISSUER.

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

ITEM 2. IDENTITY AND BACKGROUND.

Westar II is a Delaware limited liability company engaged in the business of investing in both private and public companies. Westar II's managing member is Westar Capital Associates II, LLC, a Delaware limited liability company ("Westar Associates"). George Argyros has a controlling interest in Westar II and Westar Associates. Mr. Argyros is the Chairman of the Board and Chief Executive Officer of Arnel and Affiliates, a private investment company. John Clark is the managing member of Westar Associates. Mr. Clark's principal occupation is as a partner of Westar Capital, LLC, a Delaware limited liability company ("Westar Capital"). Westar Capital is a private investment firm. Mr. Clark is a member of the board of directors of the Issuer. Mr. Clark and Mr. Argyros are United States citizens. The principal business address of each of Westar II, Westar Associates, Westar Capital, and John Clark is 949 South Coast Drive, Suite 650, Costa Mesa, California 92626. The principal business address of each of Mr. Argyros and Arnel and Affiliates is 949 South Coast Drive, Suite 600, Costa Mesa, California 92626.

Big Beaver is a Delaware limited liability company engaged in the business of investing in both private and public companies. The managing member and holder of a controlling interest in Big Beaver is W III H Partners LP ("W III H"). The general partner of W III H is TMW Enterprises, Inc., a Delaware corporation ("TMW"). Thomas M. Wheeler owns a controlling interest in TMW. Mr. Wheeler is a private investor. Oscar B. Marx, III is a member of Big Beaver. Paul Oster is a member of Big Beaver, and the Treasurer of TMW and Big Beaver. Messrs. Oster and Marx are members of the board of directors of the Issuer. Mr. Oster is currently the Chief Executive Officer of the Issuer. Messrs. Wheeler, Oster and Marx are United States citizens. The principal business address of each of Big Beaver, TMW, and Messrs. Wheeler, Oster and Marx is 801 W. Big Beaver Road, Suite 201, Troy, Michigan 48084. The principal address of W III H is 50 Rockefeller Plaza, 54th Floor, New York, New York.

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

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

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

This Amendment No. 5 relates to: (i) the loan in the principal amount of \$2,500,000 (the "Loan") by Big Beaver to the Issuer pursuant the Credit Agreement (as described in the Fourth Amendment), as amended by the First Amendment to the Credit Agreement dated as of December 1, 2001 (a copy of which is attached hereto as Exhibit 2), and as further evidenced the Amended and Restated Convertible Promissory Note dated as of December 1, 2001 (a copy of which is attached hereto as Exhibit 4) (together with other ancillary documents relative to the Loan, the "Loan Documents"); and (ii) the Exchange Agreement dated as of February 12, 2002 between Big Beaver and the Issuer (the "Exchange Agreement," a copy of which is attached hereto as Exhibit 6).

Pursuant to the Loan Documents, the Issuer granted to Big Beaver the right to convert all or any portion of the outstanding principal amount and accrued but unpaid interest under the Loan to shares of Issuer Common Stock (the "Conversion Right"). In connection with the Loan, the Issuer issued to Big Beaver the Bridge Loan Warrant (as described in the Fourth Amendment), which was cancelled and superseded by the Amended and Restated Bridge Loan Warrant dated as of December 1, 2001 (the "Amended Loan Warrant," a copy of which is attached hereto as Exhibit 3). Under the Amended Loan Warrant, Big Beaver is entitled to purchase all or any portion of 652,174 shares of Issuer Common Stock (as may be adjusted pursuant to the Amended Loan Warrant).

Pursuant to the Exchange Agreement, Big Beaver, effective February 25, 2002 (the "Closing Date"), converted all of the outstanding principal amount plus accrued but unpaid interest through the Closing Date under the Loan into 1,720,602 shares of Issuer Common Stock. In addition, pursuant to the Exchange Agreement, Big Beaver agreed to reduce the number of shares of Issuer Common Stock purchasable by Big Beaver under the Amended Loan Warrant from 652,174 shares to 326,087 shares of Issuer Common Stock. Accordingly, the Company issued to Big Beaver the Second Amended and Restated Bridge Loan Warrant effective as of the Closing Date (the "Second Amended Loan Warrant," a copy of which is attached hereto as Exhibit 7), which cancels and supercedes the Amended Loan Warrant. Under the Second Amended Loan Warrant, Big Beaver is entitled to purchase all or any portion of 326,087 shares of Issuer Common Stock (as may be adjusted pursuant to the Second Amended Loan Warrant). As additional consideration for the Exchange Agreement and the transactions contemplated therein, the Company issued to Big Beaver the Warrant to Purchase 860,301 Shares of Common Stock, No Par Value (the "Exchange Warrant," a copy of which is attached hereto as Exhibit 8).

ITEM 4: PURPOSE OF TRANSACTION.

Pursuant to the Loan Documents, Big Beaver made the Loan to the Issuer, which was fully funded to the Issuer as of January 24, 2002. The purpose of the Loan is to provide the Issuer with proceeds for its general corporate purposes.

Pursuant to the Loan Documents, the Issuer granted to Big Beaver the Conversion Right wherein Big Beaver is entitled to convert all or any portion of the outstanding principal amount and accrued but unpaid interest under the Loan to shares of Issuer Common Stock. Big Beaver may exercise the Conversion Right at any time until repayment in full of the Loan. Pursuant to the Exchange Agreement and effective the Closing Date, Big Beaver converted all of the outstanding principal amount (\$2,500,000) plus accrued but unpaid interest through the Closing Date (\$80,903) under the Loan at a conversion price of \$1.50 per share into 1,720,602 shares of Issuer Common Stock.

Pursuant to the Loan Documents, the Issuer issued to Big Beaver the Amended Loan Warrant wherein Big Beaver has the right to purchase all or any portion of 652,174 shares of Issuer Common Stock (as may be adjusted pursuant to the Amended Loan Warrant). Pursuant to the Exchange Agreement, Big Beaver agreed to reduce the number of shares of Issuer Common Stock purchasable under the Amended Loan Warrant from 652,174 shares to 326,087 shares of Issuer Common Stock. Accordingly, the Amended Loan Warrant was cancelled and superceded by the Second Amended Loan Warrant. Under the Second Amended Loan Warrant, Big Beaver has the right to purchase all or any portion of 326,087 shares of Issuer Common Stock (as may be adjusted pursuant to the Second Amended Loan Warrant). The exercise price for such shares under the Second Amended Loan Warrant is \$1.15 per share (as may be adjusted pursuant to the Second Amended Loan Warrant). The Second Amended Loan Warrant may be exercised at any time on or before February 25, 2007.

In connection with the Exchange Agreement, the Issuer also issued to Big Beaver the Exchange Warrant wherein Big Beaver has the right to purchase all or any portion of 860,301 shares of Issuer Common Stock (as may be adjusted pursuant to the Exchange Warrant). The exercise price for such shares under the Exchange Warrant is \$2.00 per share (as may be adjusted pursuant to the Exchange Warrant). The Exchange Warrant may be exercised at any time on or before February 25, 2007.

In connection with the Loan Documents, the Issuer, Big Beaver and Westar II entered into the Third Amendment to the Investors' Rights Agreement dated as of December 1, 2001 (a copy of which is attached hereto as Exhibit 5), which amends the Investors' Rights Agreement dated as of June 8, 1999, as amended to date (collectively, the "Amended Rights Agreement"). Under the Amended Rights Agreements, Big Beaver and Westar II each will have certain rights to register for resale pursuant to the Securities Act of 1933, as amended (the "Securities Act"), any and all shares of Issuer Common Stock received as Registrable Securities (as defined in the Amended Rights Agreement), including, without limitation, such shares of Issuer Common Stock received by Big Beaver upon the exercise of the Conversion Right and the Amended Loan Warrant (as may be amended). Pursuant to the terms and conditions of the Amended Rights Agreement, Big Beaver and Westar II were also granted rights of first refusal to participate in future sales of equity securities by the Issuer.

In connection with the Exchange Agreement, the Issuer and Big Beaver entered into the Registration Rights Agreement dated as of the Closing Date (the "Registration Rights Agreement," a copy of which is attached hereto as Exhibit 9). Under the Registration Rights Agreement, Big Beaver will have certain rights to register for resale pursuant to the Securities Act any and all shares of Issuer Common Stock received as Registrable Securities (as defined in the Registration Rights Agreement), including, without limitation, such shares of Issuer Common Stock received by Big Beaver in connection with the Exchange Agreement and upon the exercise of the Exchange Warrant.

In connection with the Exchange Agreement, Big Beaver and Westar (and others named therein) executed the Agreement and Consent dated as of the Closing Date (a copy of which is attached hereto as Exhibit 10) wherein Big Beaver and Westar agreed not to convert a portion of their respective shares of Series A Preferred Stock of the Issuer convertible into an aggregate of 3,398,582 shares of Issuer Common Stock until such time as the Issuer has increased its authorized shares of Issuer Common Stock from 20,000,000 to 30,000,000 shares.

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

The foregoing summary of the above-referenced documents is qualified in its entirety by reference to the copies of such documents included as exhibits to the Original Statement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and/or this Amendment No. 5 to Schedule 13D, which are incorporated herein by their entirety by this reference.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) - (b) According to the Issuer, there were 10,771,230 shares of Issuer Common Stock outstanding as of the Closing Date.

As of the Closing Date, Big Beaver holds (the "Big Beaver Interests"):
(i) an aggregate of 1,870,602 shares of Issuer Common Stock, comprising of 1,720,602 shares acquired upon the exercise of the Conversion Right as set forth in the Exchange Agreement and 150,000 shares acquired upon the exercise of certain conversion rights under the credit transactions described in the Second Amendment and the Third Amendment (the "Previous Credit Transactions"); (ii) warrants to purchase an aggregate of 1,269,721 shares of Issuer Common Stock, comprising of warrants to purchase (A) 326,087 shares of Issuer Common Stock under the Second Amended Loan Warrant, (B) 860,301 shares of Issuer Common Stock under the Exchange Warrant, and (C) 83,333 shares of Issuer Common Stock under bridge loan warrants issued in connection with the Previous Credit Transactions (as each of the foregoing may be adjusted pursuant to the applicable warrant instrument); and (iii) 4,500 shares of Series A Preferred Stock of the Issuer which are convertible into 2,686,567 shares of Issuer Common Stock. As of the Closing Date, Westar II holds (the "Westar Interests"): (i) 150,000 shares of Issuer Common Stock acquired upon the exercise of certain conversion rights under the Previous Credit Transactions; (ii) warrants to purchase 83,333 shares of Issuer Common Stock under bridge loan warrants issued in connection with the Previous Credit Transactions (as may be adjusted pursuant to such warrant); and

(iii) 4,500 shares of Series A Preferred Stock of the Issuer which are convertible into 2,686,567 shares of Issuer Common Stock. The shares of Issuer Common Stock issued or issuable in connection with the Big Beaver Interests and the Westar Interests represent in the aggregate approximately 50% of the outstanding shares of Issuer Common Stock (which together with the 40,000 shares owned by George L. Argyros, as discussed below, represent in the aggregate approximately 50.2% of the outstanding shares of Issuer Common Stock).

Westar II and Big Beaver each holds contingent warrants as described in the Original Statement (the "Contingent Warrants"), which are exercisable for up to 16,605 (or an aggregate of 33,210) shares of Issuer Common Stock. The Contingent Warrants, however, are exercisable only upon the exercise of certain other outstanding warrants to purchase Issuer Common Stock. The purpose of the Contingent Warrants is to provide Westar II and Big Beaver with anti-dilution protection in the event that other outstanding warrants to purchase Issuer Common Stock are exercised. Consequently, the exercise of the Contingent Warrants would not result in the investors together owning more than 50.2% of the outstanding Issuer Common Stock. The Reporting Persons disclaim beneficial ownership of the shares underlying the Contingent Warrants until such time as such shares are purchased upon the exercise of such Contingent Warrants.

Due to the controlling interest of George Argyros in Westar II and its affiliate entities, and the controlling interest of Thomas Wheeler in Big Beaver and its affiliate entities, Messrs. Argyros and Wheeler may be deemed to share the power to vote and dispose of (and therefore be the beneficial owners of) the shares issued or issuable in connection with the Westar Interests, Big Star Interests and the Contingent Warrants held by their respective affiliates. George Argyros disclaims beneficial ownership of (i) all shares issued or issuable in connection with the Big Beaver Interests and the Contingent Warrants held by Big Beaver, and (ii) all shares issued or issuable in connection with the Westar Interests and the Contingent Warrants held by Westar II, except to the extent of his interests in Westar II. Westar II disclaims beneficial ownership of all shares issued or issuable in connection with the Big Beaver Interests and the Contingent Warrants held by Big Beaver. Thomas Wheeler disclaims beneficial ownership of (i) all shares issued or issuable in connection with the Westar Interests and the Contingent Warrants held by Westar II, and (ii) all shares issued or issuable in connection with the Big Beaver Interests and the Contingent Warrants held by Big Beaver, except to the extent of his interests in Big Beaver. Big Beaver disclaims beneficial ownership of all shares issued or issuable in connection with the Westar Interests and the Contingent Warrants held by Westar II.

George Argyros owns 40,000 shares of Issuer Common Stock, which represents less than 1% of the outstanding shares. As members of a group, Thomas Wheeler, Big Beaver and Westar II may be deemed to be the beneficial owners of Mr. Argyros' shares. Mr. Wheeler, Big Beaver and Westar II disclaim beneficial ownership of such shares.

John Clark owns 2,400 shares of Issuer Common Stock and has the right to acquire pursuant to exercisable options 12,000 shares of Issuer Common Stock, which in the aggregate represents less than 1% of the outstanding shares (after giving effect to the exercise of such option). Paul Oster owns 2,000 shares of Issuer Common Stock, which represents less than 1% of the outstanding shares. The Issuer has obligations to issue to Oscar B. Marx, III, on a monthly basis, 18,000 options to purchase Issuer Common Stock as compensation for service as

the Chief Executive Officer of the Issuer beginning October 2001 and continuing on a month to month basis.

(c) Neither the Reporting Persons nor, to the knowledge of the Reporting Persons, any person named in Item 2 pursuant to Instruction C of Schedule 13D, has effected any transaction in the Issuer Common Stock during the past 60 days, except as provided herein.

(d) None.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Other than the documents referenced in this statement, including the Shareholders' Agreement (as described in the First Amendment), to the knowledge of the Reporting Persons, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 and between such persons and any person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

The following documents are filed as exhibits:

1. Joint Filing Agreement.
2. First Amendment to the Credit Agreement.
3. Amended and Restated Bridge Loan Warrant.
4. Amended and Restated Convertible Promissory Note.
5. Third Amendment to Investors' Rights Agreement.
6. Exchange Agreement.
7. Second Amended and Restated Bridge Loan Warrant.
8. Warrant to Purchase 860,301 Shares of Common Stock, No Par Value.
9. Registration Rights Agreement.
10. Agreement and Consent.
11. Credit Agreement (incorporated by reference to Exhibit 2 of the Fourth Amendment).

12. Form of Contingent Warrants (incorporated by reference to Exhibit 4 of the Original Statement).
13. Form of Investors' Rights Agreement (incorporated by reference to Exhibit 7 of the Original Statement).
14. Shareholders Agreement (incorporated by reference to Exhibit 6 of the First Amendment).

[Signature Page Follows]

SIGNATURE

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

Dated: As of March 19, 2002

/s/ GEORGE ARGYROS

GEORGE ARGYROS

/s/ THOMAS M. WHEELER

THOMAS M. WHEELER

BIG BEAVER INVESTMENTS LLC

By: /s/ PAUL OSTER

Paul Oster

WESTAR CAPITAL II, LLC

By: Westar Capital Associates II, LLC,
Manager

By: /s/ JOHN W. CLARK

John W. Clark

JOINT FILING AGREEMENT

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

Dated: As of March 19, 2002

/s/ GEORGE ARGYROS

GEORGE ARGYROS

/s/ THOMAS M. WHEELER

THOMAS M. WHEELER

BIG BEAVER INVESTMENTS LLC

By: /s/ PAUL OSTER

Paul Oster

WESTAR CAPITAL II, LLC

By: Westar Capital Associates II, LLC,
Manager

By: /s/ JOHN W. CLARK

John W. Clark

FIRST AMENDMENT TO THE CREDIT AGREEMENT

THIS FIRST AMENDMENT TO THE CREDIT AGREEMENT (this "Amendment"), effective as of December 1, 2001 (the "Effective Date"), is entered into by and between Amerigon Incorporated, a California corporation (the "Company"), and Big Beaver Investments LLC, a Delaware limited liability company (the "Lender").

RECITALS

A. The Company and the Lender are parties to that certain Credit Agreement dated as of September 20, 2001 (the "Credit Agreement") pursuant to which the Lender has extended to the Company the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000).

B. The Company desires to obtain an additional loan from the Lender in the principal amount of One Million Dollars (\$1,000,000) (the "Additional Loan") pursuant to the terms and conditions of the Credit Agreement, as amended by this Amendment.

C. In addition, the Company and the Lender desire to make certain amendments to the Credit Agreement as provided herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to them in the Credit Agreement.

2. Amendments To Credit Agreement.

(a) The following definitions as set forth in Section 1.01 of the Credit Agreement shall be amended in its entirety as follows:

"FINAL MATURITY DATE" means the earlier to occur of: (i) March 1, 2002; (ii) the occurrence of a Trigger Event; or (iii) acceleration of the Loan pursuant to Section 6.02.

"LOAN DOCUMENTS" means the Credit Agreement dated as of September 20, 2001 (the "Credit Agreement") between the Company and the Lender, the First Amendment to the Credit Agreement effective as of December 1, 2001 (the "Amendment") between the Company and the Lender, the Note, the Collateral Documents (as each of the foregoing may be restated, amended, modified, renewed, or extended from time to time), and all other certificates, documents, agreements and instruments delivered to the Lender under or in connection with the Loan.

"MARKET PRICE" shall mean the lowest price per share of Common Stock

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determined by: (i) the average closing bid price of the Common Stock, for ten (10) consecutive Business Days ending on November 27, 2001 (the "Market Price Determination Date"), as reported by Nasdaq, if the Common Stock is traded on the Nasdaq SmallCap Market; (ii) the average last reported sale price of the Common Stock, for ten (10) consecutive Business Days ending on the Market Price Determination Date, as reported by the primary exchange on which the Common Stock is traded, if the Common Stock is traded on a national securities exchange, or by Nasdaq, if the Common Stock is traded on the Nasdaq National Market; (iii) the average closing bid price or the last reported sale price, as the case may be, for the ninety (90) calendar days ending on the Market Price Determination Date; or (iv) a price not to exceed \$1.15 per share.

(b) Section 2.01 of the Credit Agreement shall be amended in its entirety as follows:

SECTION 2.01 LOAN. Subject to the terms and conditions of the Loan Documents, including satisfaction of the conditions set forth under Article III of this Agreement, the Lender agrees to make a term loan to the Company in an aggregate principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Loan"), to be advanced to the Company in multiple distributions as follows (each a "Loan Advance"): (i) the first distribution of Five Hundred Thousand Dollars (\$500,000) is to be advanced on the Closing Date (the "First Loan Advance"); (ii) the second distribution of Two Hundred Fifty-Thousand Dollars (\$250,000) is to be advanced on October 1, 2001 or such other later date as mutually agreed between the parties (the "Second Loan Advance"); (iii) the third distribution of Two Hundred Fifty-Thousand Dollars (\$250,000) is to be advanced within two (2) Business Days after the Company satisfies the conditions set forth in Section 3.04, but in

no event earlier than October 1, 2001 or such other later date as mutually agreed between the parties (the "Third Loan Advance"); (iv) the fourth distribution of Five Hundred Thousand Dollars (\$500,000) is to be advanced on November 1, 2001 or such other later date as mutually agreed between the parties (the "Fourth Loan Advance"); and (v) the final distribution or distributions of an aggregate of One Million Dollars (\$1,000,000) are to be advanced on or before January 24, 2002 or such other later date as mutually agreed between the parties (the "Final Loan Advance"). Whenever any Loan Advance hereunder shall be stated to be made on a day other than a Business Day, then such Loan Advance shall be made on the next succeeding Business Day.

The first paragraph of Section 2.04 of the Credit Agreement shall be amended in its entirety as follows (provided that the second paragraph of Section 2.04 shall remain applicable without modification or amendment):

SECTION 2.04 INTEREST. The Company hereby promises to pay, on the date of any prepayment of the Loan and at the Final Maturity Date, interest on the unpaid principal amount of the Loan from the date of each Loan distribution until maturity thereof at a rate equal to ten percent (10%) per annum from the Closing Date through December 1, 2001, and at

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a rate equal to twelve and one-half percent (12 1/2%) per annum after December 1, 2001 for all unpaid principal amounts under the Loan.

Section 2.12 of the Credit Agreement shall be amended in its entirety as follows:

SECTION 2.12. WARRANT. Concurrently with the execution of this Agreement, and in consideration of the Lender's agreement to make the Loan to the Company, the Company will issue to the Lender a warrant to purchase an amount of the Common Stock of the Company equal to thirty (30%) of the principal amount of the Loan (i.e. \$750,000) divided by the exercise price as set forth in the warrant, and on the terms and conditions set forth in the warrant.

Section 3.02(c) of the Credit Agreement shall be amended in its entirety as follows:

OFFICER'S CERTIFICATE. The Lender shall have received certificates duly executed by a disinterested Responsible Officer of the Company dated the date of each Loan Advance certifying in such detail as the Lender may reasonably request to the fulfillment of the conditions specified in Sections 3.02(a) and 3.02(b).

Section 7.04(a) of the Credit Agreement shall be amended in its entirety as follows:

COSTS AND EXPENSES. The Company agrees to pay on demand: (i) the reasonable out-of-pocket costs and expenses of the Lender and any of its Affiliates, and the reasonable fees and disbursements of counsel to the Lender and its Affiliates, in connection with the Loan, including the negotiation, preparation, execution, delivery and administration of the Loan Documents and any amendments, modifications or waivers of the terms thereof, and (ii) all reasonable costs and expenses of the Lender and its Affiliates, and fees and disbursements of counsel, in connection with (A) any Default, (B) the enforcement or attempted enforcement of, and preservation of any rights or interests under, the Loan Documents, (C) any out-of-court workout or other refinancing or restructuring or any bankruptcy or insolvency case or proceeding, and (D) the preservation of and realization upon any of the Collateral. Without limiting the foregoing, the Lender shall have the right, but not the obligation, to automatically deduct from each Loan Advance any and all of the foregoing costs and expenses of the Lender and any of its Affiliates incurred or reasonably expected to be incurred in connection with the Loan; accordingly, the amount of such Loan Advance actually disbursed to the Company may be less of such deducted amounts.

Section 7.07 of the Credit Agreement shall be amended in its entirety as follows:

SECTION 7.07 BINDING EFFECT; ASSIGNMENT. This Agreement shall become effective when it shall have been executed by the Company and the Lender and thereafter shall be binding upon, inure to the benefit of and be enforceable by the Company, the Lender and their respective permitted successors and permitted assigns. The Company shall not have

the right to assign its rights or Obligations or any interest herein or therein without the prior written consent of the Lender. The Lender reserves the right freely to sell, assign, transfer or grant participations in all or any portion of the Lender's rights and obligations hereunder and under the other Loan Documents to any Person. In the event of any such assignment, the assignee shall be deemed a "Lender" for all purposes of the Loan Documents with respect to the rights and obligations assigned to it, and the obligations of the Lender so assigned shall thereupon terminate. The Company shall, from time to time upon request of the Lender, enter into such amendments to the Loan Documents and execute and deliver such other documents as shall be necessary to effect any such grant or assignment. The Company agrees that in connection with any such grant or assignment, the Lender may deliver to the prospective participant or assignee financial statements and other relevant information relating to the Company (subject to such Person entering into a confidentiality agreement with the Company on terms reasonably satisfactory to the Company).

The following provisions shall be added to the end of Article III of the Credit Agreement:

SECTION 3.06 CONDITIONS PRECEDENT TO THE FINAL LOAN ADVANCE. The obligation of the Lender to make the Final Loan Advance shall be subject to the satisfaction of each of the following conditions precedent before or concurrently on the date of the Final Loan Advance (the "Amendment Closing Date"):

(a) COMPLIANCE. The Company shall have performed and complied with all conditions precedent set forth in Sections 3.01 and 3.02.

(b) DOCUMENTS. The Lender shall have received each of the following in form and substance satisfactory to it:

the Amendment duly executed by the Company;

the duly executed Amended and Restated Convertible Promissory Note (the "Amended Note");

an opinion of legal counsel to the Company dated as of the Amendment Closing Date;

the duly executed Amended and Restated Bridge Loan Warrant (the "Amended Warrant");

the Third Amendment to the Investors' Rights Agreement executed by the Company and Westar Capital II, LLC ("Westar");

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an estoppel certificate dated the Amendment Closing Date and executed by Westar, the Company, each disinterested member of the Board of Directors of the Company (the "Board"), and each disinterested executive officer of the Company;

evidence that (A) all authorizations or approvals of any governmental agency or authority, and approvals or consents of any other Person, required in connection with the execution, delivery and performance of the Loan Documents shall have been obtained and (B) a certificate of the Secretary or other appropriate officer of the Company, dated the Amendment Closing Date, certifying (1) copies of its Charter Documents and the resolutions and other actions taken or adopted by disinterested members of the Board or shareholders of the Company authorizing the execution, delivery and performance of the Loan Documents and such other documents referenced herein, (2) the incumbency, authority and signatures of each officer of the Company authorized to execute and deliver the Loan Documents and act with respect thereto, (3) the disinterested members of the Board have acknowledged that the Loan Documents were negotiated at arm's length and the consideration therefor is fair and based in part upon advice of Roth Capital, (4) the disinterested members of the Board have waived any right to re-characterize the Loan Documents and transactions contemplated therein as equity participation, and (5) the disinterested members of the Board have approved the form and substance of this Amendment, the Amended Note and the Amended Warrant, and the transactions contemplated therein; and

a certificate duly executed by a disinterested Responsible Officer of the Company dated the Amendment Closing Date certifying in such detail as the Lender may reasonably request to the fulfillment of all conditions contained in this Section 3.06.

3. Representations And Warranties. The Company hereby represents and warrants to the Lender as follows:

(a) No Default or Event of Default has occurred and is continuing.

(b) There has been no material breach of any term or condition of any of the Loan Documents.

(c) All representations and warranties of the Company contained in the Credit Agreement are true and correct and apply with full force and effect to this Amendment.

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(d) All Collateral Documents apply with full force and effect to this Amendment and the Additional Loan.

(e) The execution, delivery and performance by the Company of this Amendment have been duly authorized by all necessary corporate and other action and do not and will not require any registration with, consent or approval of, notice to or action by, any Person in order to be effective and enforceable. The Credit Agreement as amended by this Amendment constitutes the legal, valid and binding obligations of the Company, enforceable against it in accordance with its respective terms, without defense, counterclaim or offset, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

(f) The Company is entering into this Amendment on the basis of its own investigation and for its own reasons, without reliance upon the Lender or any other Person.

4. Reservation Of Rights. The Company acknowledges and agrees that the execution and delivery by the Lender of this Amendment shall not be deemed to create a course of dealing or otherwise obligate the Lender to forbear or execute similar amendments under the same or similar circumstances in the future. The Company further acknowledges and agrees that, except as expressly provided in the Loan Documents, neither the Lender nor any of its Affiliates have any commitment or other undertaking to advance any additional funds to the Company or its Affiliates.

5. Prior Warrant and Note. Upon due execution of the Amended Note and the Amended Warrant by the Company and receipt thereof by the Lender, the Amended Note and the Amended Warrant shall supercede and replace the Convertible Promissory Note and the Bridge Loan Warrant, each dated September 20, 2001, issued by the Company to the Lender in connection with the Credit Agreement.

6. Miscellaneous.

(a) Except as herein expressly amended by this Amendment, all terms, covenants and provisions of the Credit Agreement are and shall remain in full force and effect and all references therein to such Credit Agreement shall henceforth refer to the Credit Agreement as amended by this Amendment. This Amendment shall be deemed incorporated into, and a part of, the Credit Agreement.

(b) This Amendment, together with the Credit Agreement, contains the entire and exclusive agreement of the parties hereto with reference to the matters discussed herein and therein. This Amendment supersedes all prior drafts and communications with respect thereto. This Amendment may not be amended except in accordance with the provisions of Section 7.01 of the Credit Agreement.

(c) This Amendment shall become effective when it shall have been executed by the Company and the Lender and thereafter shall be binding upon, inure to the benefit of and be enforceable by the Company, the Lender and their respective permitted successors and permitted assigns. The Company shall

not have the right to assign its rights or Obligations or any interest herein or therein without the prior written consent of the Lender. The Lender reserves the right freely to sell, assign, transfer or grant participations in all or any portion of the Lender's rights and obligations hereunder and under the other Loan Documents to any Person.

(d) This Amendment shall be governed by and construed in accordance with the law of the State of California.

(e) This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

(f) Each of the parties hereto understands and agrees that this Amendment (and any other document required herein) may be delivered by any party thereto either in the form of an executed original or an executed original sent by facsimile transmission to be followed promptly by mailing of a hard copy original, and that receipt by the Lender of a facsimile transmitted document purportedly bearing the signature of the Company shall bind the Company with the same force and effect as the delivery of a hard copy original. Any failure by the Lender to receive the hard copy executed original of such document shall not diminish the binding effect of receipt of the facsimile transmitted executed original of such document which hard copy page was not received by the Lender.

[Remainder of page intentionally left blank; signatures follow]

EXHIBIT 2

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the Credit Agreement effective as of the Effective Date.

THE COMPANY:

AMERIGON INCORPORATED, a California corporation

By: /s/ SANDRA L. GROUF

Name: Sandra L. Grouf
Title: Chief Financial Office and Secretary

THE LENDER:

BIG BEAVER INVESTMENTS LLC, a Delaware limited liability company

By: /s/ PAUL OSTER

Name: Paul Oster
Title: Treasurer

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AMENDED AND RESTATED BRIDGE LOAN 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

AMENDED AND RESTATED
WARRANT TO PURCHASE COMMON STOCK

This Amended and Restated Warrant (this "Warrant") represents and certifies that, for value received, Big Beaver Investments LLC, a Delaware limited liability company (the "Holder"), is entitled to subscribe for and purchase shares (subject to adjustment from time to time pursuant to the provisions of Section 5 hereof) of fully paid and nonassessable Common Stock of Amerigon Incorporated, a California corporation (the "Company"), of an amount equal to thirty percent (30%) of the principal amount of the Loan (as defined below) divided by the relevant Exercise Price specified in Section 2 hereof, as such Exercise Price may be adjusted from time to time pursuant to Section 5 hereof, at a purchase price per share equal to such Exercise Price, subject to the provisions and upon the terms and conditions hereinafter set forth.

As used herein, the term "Loan" shall mean the Two Million Five Hundred Thousand Dollars (\$2,500,000) bridge facility to be advanced pursuant to the terms and conditions of the Credit Agreement dated as of September 20, 2001 and as amended by the First Amendment to the Credit Agreement effective as of December 1, 2001 (as each may be amended, modified, renewed or extended from time to time, collectively, the "Credit Agreement") between the Company and the Holder.

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

As used herein, the term "Market Price of the Common Stock" shall mean the lowest price per share of Common Stock determined by: (i) the average closing bid price of the Common Stock, for ten (10) consecutive Business Days ending on November 27, 2001 (the "Market Price Determination Date"), as reported by Nasdaq, if the Common Stock is traded on the Nasdaq SmallCap Market; (ii) the average last reported sale price of the Common Stock, for ten (10) consecutive Business Days ending on the Market Price Determination Date, as reported by the primary exchange on which the Common Stock is traded, if the Common Stock is traded on a national securities exchange, or by Nasdaq, if the Common Stock is traded on the Nasdaq National Market; (iii) the average closing

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bid price or the last reported sale price, as the case may be, for the ninety (90) calendar days ending on the Market Price Determination Date; or (iv) a price not to exceed \$1.15 per share.

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 the date hereof and ending five (5) years after such date (the "Warrant Term").

2. EXERCISE PRICE.

The "Exercise Price" shall be the Market Price of the Common Stock, provided that the Exercise Price shall be 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 Exercise 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, a certificate or certificates for the shares of stock so purchased shall be delivered to the Holder within fifteen (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 fifteen (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:

EXHIBIT 3

$$X = \frac{Y}{B}$$

where:

- X = the number of shares of Common Stock to be issued to the Holder;
- Y = 30% of the principal amount of the Loan (i.e., \$750,000); and
- B = the Exercise Price, as such price may be adjusted from time to time pursuant to Section 5 hereof.

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, a certificate or certificates for the shares of stock so converted shall be delivered to the holder hereof within fifteen (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 fifteen (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 liens, charges and United States taxes 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.

a. ADDITIONAL SHARES. In the event that the Company, during the Warrant Term, issues additional shares of Common Stock, or other securities exchangeable for, exercisable for, or convertible into additional shares of Common Stock, in each case in an equity offering in excess of One Million Five Hundred Thousand Dollars (\$1,500,000), for consideration per share less than the Exercise Price, then and in such event, the per share Exercise Price shall be reduced concurrently with such issuance or sale to a price equal to the consideration per share of such issuance; provided that such Exercise Price shall not be so reduced at such time if the amount of such reduction would be an amount less than \$0.01, but any such amount shall be carried forward and reduction with respect thereto made at the time of and together with any subsequent reduction which, together with such amount and any other amount or amounts so carried forward, shall aggregate \$0.01 or more. No adjustment in the Exercise Price shall be made on account of (i) the grant of options exercisable for, or sales of, Common Stock pursuant to employee benefit plans previously

approved by the Company's shareholders, (ii) the issuance of stock, warrants or other securities or rights to persons or entities with which the Company has business relationships provided such issuances are for other than primarily equity financing purposes and provided that (x) any such issuance does not exceed two percent (2%) of the then outstanding Common Stock of the Company (assuming full conversion and exercise of all convertible and exercisable securities) and (y) the aggregate of all such issuances since the date of this Warrant do not exceed five percent (5%) of the then outstanding Common Stock of the Company (assuming full conversion and exercise of all convertible and exercisable securities).

b. STOCK SPLITS AND COMBINATIONS. If the Company at any time or from time to time after the date this Warrant is issued effects a subdivision of the outstanding Common Stock pursuant to a stock split or similar event, the Exercise Price shall be proportionately decreased, and conversely, if the Company at any time or from time to time after the date this Warrant is issued combines the outstanding shares of Common Stock into a smaller number of shares in a reverse stock split or similar event, the Exercise Price shall be proportionately increased. Upon the adjustment of the Exercise Price pursuant to the foregoing provisions, the number of shares of Common Stock subject to the exercise of the Warrant shall be adjusted to the nearest full share by multiplying the shares subject to the Warrant by a fraction, the numerator of which is the Exercise Price immediately prior to such adjustment and the denominator of which is the Exercise Price immediately after such adjustment. Any adjustment under this subsection (b) shall be effective at the close of business on the date the subdivision or combination becomes effective.

c. CERTAIN DIVIDENDS AND DISTRIBUTIONS. If the Company at any time or from time to time after the date this Warrant is issued makes or fixes a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the number of shares of Common Stock subject to this Warrant shall be increased and the Exercise Price then in effect shall be decreased as of the date of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by:

(i) multiplying the Exercise Price then in effect by a fraction (A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (B) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution; and

(ii) multiplying the number of shares of Common Stock subject to the Warrant by a fraction (A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution, and (B) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date.

(iii) If, however, such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the number of shares of Common Stock subject to the Warrant and the Exercise Price thereof shall be recomputed accordingly as of the close of business on such record date and thereafter shall be adjusted pursuant to this subsection (c) as of the time of actual payment of such dividends or distributions.

d. OTHER ADJUSTMENTS. In the event the Company at any time or from time to time after the date this Warrant is issued:

(i) makes a dividend or other distribution payable in securities of the Company other than shares of Common Stock, or

(ii) changes any Common Stock into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 5), or

(iii) effects a capital reorganization of the Common Stock (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section 5) or merger or consolidation of the Company with or into another corporation or entity, or the sale of all or substantially all of the Company's properties and assets to any other person,

then, in each such event, any and all new, substituted or additional securities to which the Holder is or would be entitled by reason of its ownership of the shares underlying this Warrant shall be immediately subject to this Warrant and be included in the shares underlying this Warrant for all purposes hereunder. After each such event, the Exercise Price per share shall be proportionately adjusted so that the aggregate Exercise Price upon exercise of this Warrant shall remain the same as before such event.

6. NOTICE OF ADJUSTMENTS.

Whenever any Exercise 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 Exercise 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 9(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 Exercise 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. 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.

e. PRIOR WARRANT SUPERCEDED. Upon due execution of this Warrant by the Company and receipt thereof by the Holder, this Warrant shall supercede and replace the Bridge Loan Warrant dated September 20, 2001 issued by the Company to the Holder in connection with the Credit Agreement.

This Amended and Restated Bridge Loan Warrant is effective as of the 1st day of December, 2001.

AMERIGON INCORPORATED, a California corporation

By: /s/ SANDRA L. GROUF

Name: Sandra L. Grouf

Title: CFO and Secretary

EXHIBIT 3

NOTICE OF EXERCISE

TO: AMERIGON INCORPORATED

1. Check Box that Applies:

The undersigned hereby elects to purchase _____ shares of 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 Common Stock of AMERIGON INCORPORATED pursuant to the terms of the attached Warrant.

2. Please issue a certificate or certificates representing said shares of 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 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

AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE

\$2,500,000

December 1, 2001
Irwindale, California

FOR VALUE RECEIVED, Amerigon Incorporated, a California corporation (the "Borrower"), promises to pay to the order of Big Beaver Investments LLC, a Delaware limited liability company (the "Lender"), the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000).

This Amended and Restated Convertible Promissory Note (this "Note") is referred to in, and is entitled to the benefits and subject to the terms and conditions of, that certain Credit Agreement dated as of September 20, 2001 and as amended by the First Amendment to the Credit Agreement effective as of December 1, 2001 (as each may be amended, modified, renewed or extended from time to time, collectively the "Credit Agreement") between the Borrower and the Lender. The Credit Agreement, among other things, (i) provides for the making of a term loan by the Lender to the Borrower in an aggregate amount not to exceed at any time outstanding the U.S. dollar amount first above mentioned (the "Loan"), the indebtedness of the Borrower resulting from the Loan being evidenced by this Note, (ii) contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and (iii) permits the prepayment of the Loan by the Borrower prior to maturity.

The Borrower also promises to pay interest on the unpaid principal amount hereof until paid at the rates and at the times which shall be determined in accordance with the provisions of the Credit Agreement. Any interest not paid when due shall be compounded and shall thereafter accrue interest at the rates and at the times which shall be determined in accordance with the provisions of the Credit Agreement. All unpaid amounts of principal and interest shall be due and payable in full on the Final Maturity Date (as defined in the Credit Agreement).

All payments of principal and interest in respect of this Note shall be made in lawful money of the United States of America in same day funds at the office of the Lender located at 801 W. Big Beaver Road, Suite 201, Troy, Michigan 48084, or at such other place as shall be designated in writing for such purpose in accordance with the terms of the Credit Agreement. Until notified of the transfer of this Note, the Borrower shall be entitled to deem the Lender or such person who has been so identified by the transferor in writing to the Borrower as the holder of this Note, as the owner and holder of this Note. Each of the Lender and any subsequent holder of this Note agrees that before disposing of this Note or any part hereof, it will make a notation hereon of all principal payments previously made hereunder and of the date to which interest hereon has been paid on the schedule attached hereto, if any; provided, however, that the failure to make notation of any payment made on this Note shall not limit or otherwise affect the obligation of the Borrower hereunder with respect to payments of principal or interest on this Note.

EXHIBIT 4

The Borrower's obligations under this Note are also secured by all assets of the Borrower pursuant to the terms of the Credit Agreement and the Collateral Documents (as defined in the Credit Agreement). The terms and conditions of the Credit Agreement and the Collateral Documents are incorporated herein by this reference.

This Note is subject to conversion into the Common Stock of the Borrower as further provided in the Credit Agreement.

The terms of this Note are subject to amendment only in the manner provided in the Credit Agreement.

No reference herein to the Credit Agreement or the Collateral Documents, and no provision of this Note or such agreements shall alter or impair the obligation of the Borrower, which is absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

The Borrower promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred in the collection and enforcement of this Note. The Borrower hereby consents to renewals and extensions of time at or after the maturity hereof, without notice, and, subject to the Credit Agreement, hereby waives diligence, presentment, protest, demand and notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder.

Upon due execution of this Note by the Borrower and receipt thereof by the Lender, this Note shall supercede and replace the Convertible Promissory Note dated September 20, 2001 executed by the Borrower to the order of the Lender in connection with the Credit Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Amended and Restated Convertible Promissory Note to be executed and delivered by its duly authorized officer, effective as of the date and the place first above-written.

AMERIGON INCORPORATED,
a California corporation

By: /s/ SANDRA L. GROUF

Name: Sandra L. Grouf

Title: CFO and Secretary

EXHIBIT 4

SCHEDULE OF
TRANSACTIONS ON NOTE

Amount of Loan Made -----	Amount of Principal Paid -----	Interest Paid -----	Interest Paid Through -----	Principal Balance -----	Notation Made by -----
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EXHIBIT 4

THIRD AMENDMENT TO THE INVESTORS' RIGHTS AGREEMENT

This Third Amendment to the Investors' Rights Agreement (this "Amendment"), effective as of December 1, 2001, is by and among Amerigon Incorporated, a California corporation (the "Company"), Big Beaver Investments LLC, a Delaware limited liability company (the "Lender") and Westar Capital II LLC, a Delaware limited liability company ("Westar") and amends the Investors' Rights Agreement dated as of June 8, 1999 among the Company, the Lender and Westar (as previously amended through the date hereof, the "Investors' Rights Agreement"). All terms not otherwise defined herein shall have the meanings set forth in the Investors' Rights Agreement.

RECITALS

WHEREAS, the Company and the Lender, have entered into that certain Credit Agreement dated as of September 20, 2001 and as amended by the First Amendment to the Credit Agreement effective as of December 1, 2001 (as each may be amended, modified, renewed or extended from time to time, collectively the "2001 Credit Agreement");

WHEREAS, the Amended and Restated Convertible Promissory Note issued by Company pursuant to the 2001 Credit Agreement is convertible into Common Stock of the Company as provided therein;

WHEREAS, in order to induce the Lender to enter into the 2001 Credit Agreement, the Company has issued to the Lender that certain Amended and Restated Bridge Loan Warrant, pursuant to which the Company has agreed to issue to the Lender certain warrants to purchase shares of Common Stock of the Company as provided therein;

WHEREAS, the Investors' Rights Agreement was previously amended by the parties on March 16, 2000 and September 20, 2001; and

WHEREAS, the Company desires to amend and restate the definitions of "Registrable Securities," "Bridge Loan," "Bridge Note," and "Bridge Warrants" in the Investors' Rights Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Investors' Rights Agreement as provided herein:

EXHIBIT 5

1. Section 1.1(g) of the Investors' Rights Agreement is amended and restated as follows:

"The term `Registrable Securities' means (i) the Common Stock issuable or issued upon conversion of the Series A Preferred Stock, (ii) the Common Stock issued or issuable upon the exercise of the Bridge Notes and the Bridge Warrants, and (iii) any Common Stock of the Company issued (or issuable upon the conversion or exercise of any warrant, right or other security which is issued) as a dividend or other distribution with respect to, or in exchange for or in replacement of the shares referenced in (i) and (ii) above, excluding in all cases, however, any Registrable Securities sold by a person in a transaction in which his rights under this Section 1 are not assigned."

The following definitions are added after Section 1.1(i) of the Investors' Rights Agreement.

"(j) The term `Bridge Notes' means the Promissory Note executed and delivered by the Company to Big Star Investments LLC ("Big Star") pursuant to the Credit Agreement dated as of March 16, 2000 between the Company and Big Star (the "2000 Bridge Credit Agreement"), and the Amended and Restated Convertible Promissory Note executed and delivered by the Company to the Lender pursuant to the Credit Agreement dated as of September 20, 2001 and as amended by the First Amendment to the Credit Agreement effective as of December 1, 2001 between Company and the Lender (collectively, the "2001 Bridge Credit Agreement"), as each such agreement or document may be amended, restated, modified or supplemented from time to time.

(k) The term `Bridge Warrants' means the Bridge Loan Warrants dated March 16, 2000 issued by the Company to each of the Lender and Westar and any additional warrants to purchase Common Stock of the Company

issued to each of the Lender and Westar pursuant to the 2000 Bridge Credit Agreement, and the Amended and Restated Bridge Loan Warrant effective as of December 1, 2001 issued by the Company to the Lender and any additional warrants to purchase Common Stock of the Company issued to the Lender pursuant to the 2001 Bridge Credit Agreement, as each such agreement or document may be amended, restated, modified, supplemented or replaced from time to time."

2. Right of First Offer. The Lender and Westar acknowledge that the Company has satisfied its obligations to the Major Investors pursuant to Section 2 of the Investors' Rights Agreement in connection with the issuance of the Bridge Notes and the Bridge Warrants.

3. Miscellaneous.

3.1 Successors and Assigns. This Amendment and the rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns and legal representatives.

3.2 Governing Law. This Amendment shall be governed by and construed under the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

EXHIBIT 5

3.3 Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument.

3.4 Titles and Subtitles. The titles and subtitles used in this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment.

3.5 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Amendment, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

3.6 Amendments and Waivers. Any term of this Amendment may be amended and the observance of any term of this Amendment may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the holders of a majority of the Registrable Securities then outstanding. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any Registrable Securities then outstanding, each future holder of all such Registrable Securities, and the Company.

3.7 Severability. If one or more provisions of this Amendment are held to be unenforceable under applicable law, such provision shall be excluded from this Amendment and the balance of the Amendment shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

3.8 Entire Agreement; Amendment; Waiver. This Amendment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

[Remainder of page intentionally left blank; signatures follow]

EXHIBIT 5

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

AMERIGON INCORPORATED,
a California corporation

By: /s/ SANDRA L. GROUF

Name: Sandra L. Grouf
Title: Chief Financial Officer

BIG BEAVER INVESTMENTS LLC,
a Delaware limited liability company

By: /s/ PAUL OSTER

Name: Paul Oster
Title: Treasurer

WESTAR CAPITAL II LLC,
a Delaware limited liability company

By: Westar Capital Associates II, LLC,
its Manager

By: /s/ JOHN W. CLARK

Name: John W. Clark
Title: Managing Partner

EXHIBIT 5

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT ("Agreement") is made as of the 12th day of February, 2002 by and among Amerigon Incorporated, a California corporation (the "Company"), and the Investor set forth on the signature pages affixed hereto.

RECITALS

A. The Company and the Investor are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the provisions of Regulation D ("Regulation D"), as promulgated by the U.S. Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended; and

B. The Company and the Investor have previously entered into a Credit Agreement dated as of September 20, 2001 (as amended to the date hereof, the "Credit Agreement") which provides for a bridge loan facility under which the Company has borrowed \$2,500,000 in principal indebtedness and on which interest has accrued but not been paid; and

C. The Investor wishes to exchange with the Company, and the Company exchange with the Investor, upon the terms and conditions stated in this Agreement, (i) the principal amount of indebtedness outstanding under the Credit Agreement (\$2,500,000) plus accrued interest thereunder (collectively, referred to herein as the "Indebtedness") for (ii) the number of shares of Common Stock of the Company, no par value ("Common Stock") equal to the quotient of (x) \$2,500,000 plus accrued but unpaid interest on the Credit Agreement as of the Closing Date and (y) \$1.50, and in addition, the Investor shall receive one warrant to purchase shares of Common Stock in the form attached hereto as Exhibit A for each dollar of Indebtedness (the "Warrants"); the Company and the Investor acknowledge and agree that assuming the Closing (as defined below) occurs on February 25, 2002, the number of Shares of Common Stock and Warrants for which the Indebtedness will be exchanged is 1,720,602 and 860,301, respectively; and

D. Contemporaneous with the sale of the Common Stock and Warrants, the parties hereto will execute and deliver a Registration Rights Agreement, in the form attached hereto as Exhibit B (the "Registration Rights Agreement"), pursuant to which the Company will agree to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, and applicable state securities laws; and

E. Contemporaneous with the closing of this Agreement, the Company will issue and sell (i) an aggregate of 4,333,368 shares of Common Stock and (ii) Warrants to purchase an aggregate of 2,166,684 shares of Common Stock pursuant to separate Purchase Agreements dated as of the date hereof with the investors named therein.

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

EXHIBIT 6

1. Definitions. In addition to those terms defined above and elsewhere in this Agreement, for the purposes of this Agreement, the following terms shall have the meanings here set forth:

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly Controls, is controlled by, or is under common control with, such Person.

"Agreements" means this Agreement, the Warrants and the Registration Rights Agreement.

"Business Day" means a day, other than a Saturday or Sunday, on which banks in New York City and Los Angeles are open for the general transaction of business.

"Company's Knowledge" means the actual knowledge of the "executive officers" (as that term is defined in Rule 405 promulgated under the 1933 Act) of the Company, after due inquiry.

"Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Intellectual Property" means all of the following: (i) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice); (ii) trademarks, service

marks, trade dress, trade names, corporate names, logos, slogans and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) registrations, applications and renewals for any of the foregoing; (v) trade secrets, confidential information and know-how (including but not limited to ideas, formulae, compositions, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, business and marketing plans, and customer and supplier lists and related information); and (vi) proprietary computer software (including but not limited to data, data bases and documentation).

"Material Adverse Effect" means a material adverse effect on the assets, liabilities, results of operations, condition (financial or otherwise), business, or prospects of the Company and its subsidiaries taken as a whole.

"Nasdaq" means the NASDAQ Stock Market, Inc. SmallCap Market System.

"Person" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

"SEC Filings" has the meaning set forth in Section 4.6.

EXHIBIT 6

"Securities" means the Shares, the Warrants and the Warrant Shares.

"Shares" means the shares of Common Stock being received by the Investor hereunder in exchange for the Indebtedness.

"Subsidiary" has the meaning set forth in Section 4.1.

"Warrant Shares" means the shares of Common Stock issuable upon exercise of or otherwise pursuant to the Warrants.

"1933 Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"1934 Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

2. Exchange of Indebtedness for Shares and Warrants. Subject to the terms and conditions of this Agreement, on the Closing Date, the Investor shall exchange with the Company the Indebtedness for the Shares and the Warrants .

3. Closing. Upon confirmation that the conditions to closing specified herein have been satisfied, the Company shall deliver to such person as the Investor shall direct, in trust, a certificate or certificates, registered in such name or names as the Investor may designate, representing the Shares and Warrants, with instructions that such certificates are to be held for release to the Investor upon acknowledgement from the Investor that delivery of such Shares and Warrants extinguishes the Indebtedness. On the date (the "Closing Date") the Company receives such acknowledgement, the certificates evidencing the Shares and Warrants shall be released to the Investor (the "Closing"). The exchange shall take place at the offices of O'Melveny & Myers LLP, 114 Pacifica, Suite 100, Irvine, California 92618, or at such other location and on such other date as the Company and the Investor shall mutually agree. The Investor hereby agrees that effective upon the Closing, the number of shares of Common Stock of the Company purchasable by Investor under that certain Amended and Restated Bridge Loan Warrant at \$1.15 per share shall be reduced from 652,174 to 326,087 and the Company shall deliver to Investor at Closing a revised Amended and Restated Warrant reflecting such change and the existing Amended and Restated Bridge Loan Warrant shall be surrendered to the Company at Closing and marked cancelled.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor that, except as set forth in the schedules delivered herewith (collectively, the "Disclosure Schedules"):

4.1 Organization, Good Standing and Qualification. Each of the Company and its Subsidiaries is a corporation duly incorporated or a limited liability company duly formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation and has all requisite corporate or limited liability company power and authority to carry on its business as now conducted and to own its properties. Each of the Company and its

Subsidiaries is duly qualified to do business as a foreign corporation or a foreign limited liability company and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property makes such qualification or leasing necessary unless the failure to so qualify has not and could not reasonably be expected to have a Material Adverse Effect. The Company's subsidiaries are reflected on Schedule 4.1 hereto (the "Subsidiaries").

4.2 Authorization. The Company has full power and authority and has taken all requisite action on the part of the Company, its officers, directors and shareholders necessary for (i) the authorization, execution and delivery of the Agreements, (ii) authorization of the performance of all obligations of the Company hereunder or thereunder, and (iii) the authorization, issuance (or reservation for issuance) and delivery of the Securities. The Agreements constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally.

4.3 Capitalization. Schedule 4.3 sets forth (a) the authorized capital stock of the Company on the date hereof; (b) the number of shares of capital stock issued and outstanding; (c) the number of shares of capital stock issuable pursuant to the Company's stock plans; and (d) the number of shares of capital stock issuable and reserved for issuance pursuant to securities (other than the Shares and the Warrants) exercisable for, or convertible into or exchangeable for any shares of capital stock of the Company. All of the issued and outstanding shares of the Company's capital stock have been duly authorized and validly issued and are fully paid, nonassessable and free of pre-emptive rights and were issued in full compliance with applicable law. All of the issued and outstanding equity interests of each Subsidiary have been duly authorized and validly issued and are fully paid, nonassessable and free of pre-emptive rights, were issued in full compliance with applicable law and, except as described on Schedule 4.3, are owned by the Company, beneficially and of record, subject to no lien, encumbrance or other adverse claim. No Person is entitled to pre-emptive or similar statutory or contractual rights with respect to any securities of the Company. Except as described on Schedule 4.3, there are no outstanding warrants, options, convertible securities or other rights, agreements or arrangements of any character under which the Company or any of its Subsidiaries is or may be obligated to issue any equity securities of any kind and except as contemplated by this Agreement, neither the Company nor any of its Subsidiaries is currently in negotiations for the issuance of any equity securities of any kind. Except as described on Schedule 4.3 and except for the Registration Rights Agreement, there are no voting agreements, buy-sell agreements, option or right of first purchase agreements or other agreements of any kind among the Company and any of the securityholders of the Company relating to the securities of the Company held by them. Except as described on Schedule 4.3, the Company has not granted any Person any currently outstanding or future arising right to require the Company to register any securities of the Company under the 1933 Act, whether on a demand basis or in connection with the registration of securities of the Company for its own account or for the account of any other Person.

EXHIBIT 6

Schedule 4.3 sets forth a true and complete table setting forth the pro forma capitalization of the Company on a fully diluted basis giving effect to (i) the issuance of the Shares and the Warrants, (ii) any adjustments in other securities resulting from such issuance, and (iii) the exercise or conversion of all outstanding securities. Except as described on Schedule 4.3, the issuance of the Securities hereunder will not trigger any outstanding anti-dilution rights.

4.4 Valid Issuance. The Shares have been duly and validly authorized and, when issued and paid for pursuant to this Agreement, will be validly issued, fully paid and nonassessable free and clear of all encumbrances and restrictions, except for restrictions on transfer set forth in this Agreement or imposed by applicable securities laws. The Warrants have been duly and validly authorized. Upon the due exercise of the Warrants, the Warrant Shares issuable upon such exercise will be validly issued, fully paid and non-assessable free and clear of all encumbrances and restrictions, except for restrictions on transfer set forth in this Agreement or imposed by applicable securities laws. The Company has reserved a sufficient number of shares of Common Stock for issuance upon the exercise of the Warrants, free and clear of all encumbrances and restrictions, except for restrictions on transfer set forth in this Agreement or imposed by applicable securities laws.

4.5 Consents. Except as described on Schedule 4.20, the execution, delivery and performance by the Company of the Agreements and the offer, issuance and sale of the Securities require no consent of, action by or in respect of, or filing with, any Person, governmental body, agency, or official other than filings that have been made pursuant to applicable state securities laws and post-sale filings pursuant to applicable state and federal securities laws which the Company undertakes to file within the applicable time periods. The Company has taken all action necessary to exempt (i) the sale of the Securities, (ii) the issuance of the Warrant Shares upon due exercise of the Warrants, and (iii) the other transactions contemplated by this Agreement from the provisions of any anti-takeover or business combination law or statute binding on the Company or to which the Company or any of its assets and properties may be subject.

4.6 Delivery of SEC Filings; Business. The Company has provided the Investor with copies of the Company's most recent Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (as amended prior to the date hereof, the "10-K"), and all other reports filed by the Company pursuant to the 1934 Act since the filing of the 10-K and prior to the date hereof (collectively, the "SEC Filings"). The SEC Filings are the only filings required of the Company pursuant to the 1934 Act for such period. The Company and its Subsidiaries are engaged only in the business described in the SEC Filings and the SEC Filings contain a complete and accurate description in all material respects of the business of the Company and its Subsidiaries, taken as a whole as of the date such SEC Filing was filed with the SEC.

4.7 [Intentionally deleted.]

4.8 No Material Adverse Change. Since September 30, 2001, except as identified and described in the SEC Filings or as described on Schedule 4.8, there has not been:

EXHIBIT 6

(i) any change in the consolidated assets, liabilities, financial condition or operating results of the Company from that reflected in the financial statements included in the 10-K, except for changes in the ordinary course of business which have not and could not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate;

(ii) any declaration or payment of any dividend, or any authorization or payment of any distribution, on any of the capital stock of the Company, or any redemption or repurchase of any securities of the Company;

(iii) any material damage, destruction or loss, whether or not covered by insurance to any assets or properties of the Company or its Subsidiaries;

(iv) any waiver, not in the ordinary course of business, by the Company or any Subsidiary of a material right or of a material debt owed to it;

(v) any satisfaction or discharge of any lien, claim or encumbrance or payment of any obligation by the Company or a Subsidiary, except in the ordinary course of business and which is not material to the assets, properties, financial condition, operating results or business of the Company and its Subsidiaries taken as a whole (as such business is presently conducted and as it is proposed to be conducted);

(vi) any change or amendment to the Company's Articles of Incorporation or by-laws, or material change to any material contract or arrangement by which the Company or any Subsidiary is bound or to which any of their respective assets or properties is subject;

(vii) any material labor difficulties or labor union organizing activities with respect to employees of the Company or any Subsidiary;

(viii) any transaction entered into by the Company or a Subsidiary other than in the ordinary course of business;

(ix) the loss of the services of any key employee, or material change in the composition or duties of the senior management of the Company or any Subsidiary;

(x) the loss or threatened loss of any customer which has had or could reasonably be expected to have a Material Adverse Effect; or

(xi) any other event or condition of any character that has had or could reasonably be expected to have a Material Adverse Effect.

4.9 SEC Filings; S-3 Eligibility.

(a) At the time of filing thereof, the SEC Filings complied as to form in all material respects with the requirements of the 1934 Act and did not contain any untrue statement of a material fact or omit to state

any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(b) During the preceding two years, each registration statement and any amendment thereto filed by the Company pursuant to the 1933 Act and the rules and regulations thereunder, as of the date such statement or amendment became effective, complied as to form in all material respects with the 1933 Act and did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; and each prospectus filed pursuant to Rule 424(b) under the 1933 Act, as of its issue date and as of the closing of any sale of securities pursuant thereto did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(c) The Company is eligible to use Form S-3 to register the Registrable Securities (as such term is defined in the Registration Rights Agreement) for sale by the Investor as contemplated by the Registration Rights Agreement.

4.10 No Conflict, Breach, Violation or Default. The execution, delivery and performance of the Agreements by the Company and the issuance and sale of the Securities will not conflict with or result in a breach or violation of any of the terms and provisions of, or constitute a default under (i) the Company's Articles of Incorporation or the Company's Bylaws, both as in effect on the date hereof (copies of which have been provided to the Investor before the date hereof), or (ii)(a) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company, any Subsidiary or any of their respective assets or properties, or (b) any agreement or instrument to which the Company or any Subsidiary is a party or by which the Company or a Subsidiary is bound or to which any of their respective assets or properties is subject, except, in the case of clause (ii) only, as would not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate.

4.11 Tax Matters. The Company and each Subsidiary has timely prepared and filed all tax returns required to have been filed by the Company or such Subsidiary with all appropriate governmental agencies and timely paid all taxes shown thereon or otherwise owed by it, except for those taxes being contested in good faith and for which the Company or such Subsidiary has established adequate reserves in accordance with generally accepted accounting principles. The charges, accruals and reserves on the books of the Company in respect of taxes for all fiscal periods are adequate in all material respects, and there are no material unpaid assessments against the Company or any Subsidiary nor, to the Company's Knowledge, any basis for the assessment of any additional taxes, penalties or interest for any fiscal period or audits by any federal, state or local taxing authority except for any assessment which is not material to the Company and its Subsidiaries, taken as a whole. All taxes and other assessments and levies that the Company or any Subsidiary is required to withhold or to collect for payment have been duly withheld and collected and paid to the proper governmental entity or third party when due. There are no tax

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liens or claims pending or, to the Company's Knowledge, threatened against the Company or any Subsidiary or any of their respective assets or property. Except as described on Schedule 4.11, there are no outstanding tax sharing agreements or other such arrangements between the Company and any Subsidiary or other corporation or entity.

4.12 Title to Properties. Except as disclosed in the SEC Filings, the Company and each Subsidiary has good and marketable title to all real properties and all other properties and assets owned by it, in each case free from liens, encumbrances and defects that would materially affect the value thereof or materially interfere with the use made or currently planned to be made thereof by them; and except as disclosed in the SEC Filings, the Company and each Subsidiary holds any leased real or personal property under valid and enforceable leases with no exceptions that would materially interfere with the use made or currently planned to be made thereof by them.

4.13 Certificates, Authorities and Permits. The Company and each Subsidiary possess adequate certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by it, and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company or such Subsidiary, could reasonably be expected to have a Material Adverse Effect, individually or in the aggregate.

4.14 No Labor Disputes. No material labor dispute with the employees of the Company or any Subsidiary exists or, to the Company's Knowledge, is imminent.

4.15 Intellectual Property.

(a) All Intellectual Property of the Company and its Subsidiaries is currently in compliance with all legal requirements (including timely filings, proofs and payments of fees) and is valid and enforceable. No Intellectual Property of the Company or its Subsidiaries which is necessary for the conduct of Company's and each of its Subsidiaries' respective businesses as currently conducted or as currently proposed to be conducted has been or is now involved in any cancellation, dispute or litigation, and, to the Company's Knowledge, no such action is threatened. No patent of the Company or its Subsidiaries has been or is now involved in any interference, reissue, re-examination or opposition proceeding.

(b) All of the licenses and sublicenses and consent, royalty or other agreements concerning Intellectual Property which are necessary for the conduct of Company's and each of its Subsidiaries' respective businesses as currently conducted or as currently proposed to be conducted to which the Company or any Subsidiary is a party or by which any of their assets are bound (other than generally commercially available, non-custom, off-the-shelf software application programs having a retail acquisition price of less than \$10,000 per license) (collectively, "License Agreements") are valid and binding obligations of the Company or its Subsidiaries that are parties thereto and, to the Company's Knowledge, the other parties thereto, enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally, and

there exists no event or condition which will result in a material violation or breach of or constitute (with or without due notice or lapse of time or both) a default by the Company or any of its Subsidiaries under any such License Agreement.

(c) The Company and its Subsidiaries own or have the valid right to use all of the Intellectual Property necessary for the conduct of the Company's and each of its Subsidiaries' businesses substantially as currently conducted or as currently proposed to be conducted and for the ownership, maintenance and operation of the Company's and its Subsidiaries' properties and assets.

(d) The Company and its Subsidiaries own or have the valid right to use the Intellectual Property that is necessary for the conduct of Company's and each of its Subsidiaries' respective businesses as currently conducted or as currently proposed to be conducted, free and clear of all liens, encumbrances, adverse claims or obligations to license all such owned Intellectual Property, other than licenses entered into in the ordinary course of the Company's and its Subsidiaries' businesses. The Company and its Subsidiaries have a valid and enforceable right to use all other Intellectual Property used or held for use in the respective businesses of the Company and its Subsidiaries. The Company and its Subsidiaries have the right to use all of the owned and licensed Intellectual Property which is necessary for the conduct of Company's and each of its Subsidiaries' respective businesses as currently conducted or as currently proposed to be conducted in all jurisdictions in which they conduct their businesses.

(e) The Company and each of its Subsidiaries have taken reasonable steps to maintain, police and protect the Intellectual Property which it owns and which is necessary for the conduct of Company's and each of its Subsidiaries' respective businesses as currently conducted or as currently proposed to be conducted, including the execution of appropriate confidentiality agreements and intellectual property and work product assignments and releases. The conduct of the Company's and its Subsidiaries' businesses as currently conducted does not infringe or otherwise impair or conflict with (collectively, "Infringe") any Intellectual Property rights of any third party, and, to the Company's Knowledge, the Intellectual Property rights of the Company and its Subsidiaries which are necessary for the conduct of Company's and each of its Subsidiaries' respective businesses as currently conducted or as currently proposed to be conducted are not being Infringed by any third party. There is no litigation or order pending or outstanding or, to the Company's Knowledge, threatened or imminent, that seeks to limit or challenge or that concerns the ownership, use, validity or enforceability of any Intellectual Property of the Company and its Subsidiaries and the Company's and its Subsidiaries' use of any Intellectual Property owned by a third party, and, to the Company's Knowledge, there is no valid basis for the same.

(f) The consummation of the transactions contemplated hereby will not result in the alteration, loss, impairment of or restriction on the Company's or any of its Subsidiaries' ownership or right to use any of the Intellectual Property which is necessary for the conduct of Company's and each of its Subsidiaries' respective businesses as currently conducted or as currently proposed to be conducted.

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(g) All software owned by the Company or any of its Subsidiaries, and, to the Company's Knowledge, all software licensed from third parties by the Company or any of its Subsidiaries, (i) is free from any material defect, bug, virus, or programming, design or documentation error; (ii) operates and runs in a reasonable and efficient business manner; and (iii) conforms in all material respects to the specifications and purposes thereof, except for such cases where it could not reasonably be expected to have a Material Adverse Effect, individually or in the aggregate.

(h) The Company and its Subsidiaries have taken reasonable steps to protect the Company's and its Subsidiaries' rights in their confidential information and trade secrets. Each employee, consultant and contractor who has had access to proprietary Intellectual Property which is necessary for the conduct of Company's and each of its Subsidiaries' respective businesses as currently conducted or as currently proposed to be conducted has executed an agreement to maintain the confidentiality of such Intellectual Property and has executed appropriate agreements that are substantially consistent with the Company's standard forms thereof. Except under confidentiality obligations, there has been no material disclosure of any of the Company's or its Subsidiaries' confidential information or trade secrets to any third party.

4.16 Environmental Matters. Neither the Company nor any Subsidiary is in violation of any statute, rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "Environmental Laws"), owns or operates any real property contaminated with any substance that is subject to any Environmental Laws, is liable for any off-site disposal or contamination pursuant to any Environmental Laws, and is subject to any claim relating to any Environmental Laws, which violation, contamination, liability or claim has had or could reasonably be expected to have a Material Adverse Effect, individually or in the aggregate; and there is no pending or, to the Company's Knowledge, threatened investigation that might lead to such a claim.

4.17 Litigation. Except as described on Schedule 4.17, there are no pending actions, suits or proceedings against or affecting the Company, its Subsidiaries or any of its or their properties; and to the Company's Knowledge, no such actions, suits or proceedings are threatened or contemplated.

4.18 Financial Statements. The financial statements included in each SEC Filing present fairly, in all material respects, the consolidated financial position of the Company as of the dates shown and its consolidated results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with United States generally accepted accounting principles applied on a consistent basis (except as may be disclosed therein or in the notes thereto, and, in the case of quarterly financial statements, as permitted by Form 10-Q under the 1934 Act). Except as set forth in the financial statements of the Company included in the SEC Filings filed prior to the date hereof or as described on Schedule 4.18, neither the Company nor any of its Subsidiaries has incurred any liabilities, contingent or otherwise, except those incurred in the ordinary course of business, consistent (as to amount and nature) with past practices since the date of such financial

statements, none of which, individually or in the aggregate, have had or could reasonably be expected to have a Material Adverse Effect.

4.19 Insurance Coverage. The Company and each Subsidiary maintain in full force and effect insurance coverage that is customary for comparably situated companies for the business being conducted and properties owned or leased by the Company and each Subsidiary, and the Company reasonably believes such insurance coverage to be adequate against all liabilities, claims and risks against which it is customary for comparably situated companies to insure.

4.20 Compliance with Nasdaq Continued Listing Requirements; Hardship Exemption. Except as set forth in Schedule 4.20, the Company is in compliance with applicable Nasdaq SmallCap Market continued listing requirements. Except as set forth in Schedule 4.20, there are no proceedings pending or, to the Company's Knowledge, threatened against the Company relating to the continued listing of the Company's Common Stock on the Nasdaq SmallCap Market and the Company has not received any notice of, nor to the Company's Knowledge is there any basis for, the delisting of the Common Stock from the Nasdaq SmallCap Market. Pursuant to Marketplace Rule 4350(i)(2), Nasdaq has exempted the sale of the Securities contemplated hereby from the provisions of Rule 4350 upon compliance by the Company with the shareholder notification requirements of such Rule (the "Exemption"). Reliance on Rule 4350(i)(2) was approved by the Audit Committee of the Company's Board of Directors as required by such Rule. Copies of all applications, correspondence and other materials relating to the granting of the Exemption have been provided to the Investor. None of the documents provided by the Company to Nasdaq in connection with the Exemption contained, as of the date thereof, a misstatement of a material fact or the omission of a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

4.21 Brokers and Finders. Except as described on Schedule 4.21, no Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company, any Subsidiary or an Investor for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Company.

4.22 No Directed Selling Efforts or General Solicitation. Neither the Company nor any Person acting on its behalf has conducted any general solicitation or general advertising (as those terms are used in Regulation D) in connection with the offer or sale of any of the Securities.

4.23 No Integrated Offering. Neither the Company nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any security, under circumstances that would adversely affect reliance by the Company on Section 4(2) for the exemption from registration for the transactions contemplated hereby or would require registration of the Securities under the 1933 Act.

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4.24 Private Placement. The offer and sale of the Securities to the Investor as contemplated hereby is exempt from the registration requirements of the 1933 Act.

4.25 Questionable Payments. Neither the Company nor any of its Subsidiaries nor, to the Company's Knowledge, any of their respective current or former shareholders, directors, officers, employees, agents or other Persons acting on behalf of the Company or any Subsidiary, has on behalf of the Company or any Subsidiary or in connection with their respective businesses: (a) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (b) made any direct or indirect unlawful payments to any governmental officials or employees from corporate funds; (c) established or maintained any unlawful or unrecorded fund of corporate monies or other assets; (d) made any false or fictitious entries on the books and records of the Company or any Subsidiary; or (e) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment of any nature.

4.26 Disclosures. The written materials delivered to the Investor in connection with the transactions contemplated by the Agreements do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

5. Representations and Warranties of the Investor. The Investor hereby represents and warrants to the Company that:

5.1 Organization and Existence. The Investor is a validly existing corporation, limited partnership or limited liability company and has all requisite corporate, partnership or limited liability company power and authority to invest in the Securities pursuant to this Agreement.

5.2 Authorization. The execution, delivery and performance by the Investor of the Agreements have been duly authorized and the Agreements will each constitute the valid and legally binding obligation of the Investor, enforceable against the Investor in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally.

5.3 Exchange Entirely for Own Account. The Securities to be received by the Investor hereunder will be acquired for the Investor's own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of the 1933 Act, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the 1933 Act. The Investor is not a registered broker dealer or an entity engaged in the business of being a broker dealer.

5.4 Investment Experience. The Investor acknowledges that it can bear the economic risk and complete loss of its investment in the Securities and has such knowledge and experience in financial or business matters that it

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is capable of evaluating the merits and risks of the investment contemplated hereby.

5.5 Disclosure of Information. The Investor has had an opportunity to receive all additional information related to the Company requested by it and to ask questions of and receive answers from the Company regarding the Company, its business and the terms and conditions of the offering of the Securities. The Investor acknowledges receipt of copies of the SEC Filings. Neither such inquiries nor any other due diligence investigation conducted by the Investor shall modify, amend or affect the Investor's right to rely on the Company's representations and warranties contained in this Agreement.

5.6 Restricted Securities. The Investor understands that the Securities are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the 1933 Act only in certain limited circumstances.

5.7 Legends. It is understood that, until the earlier of (i) registration for resale pursuant to the Registration Rights Agreement or (ii) the time when such Securities may be sold pursuant to Rule 144(k), certificates evidencing such Securities may bear the following or any similar legend:

(a) "The securities represented hereby may not be transferred unless (i) such securities have been registered for sale pursuant to the Securities Act of 1933, as amended, (ii) such securities may be sold pursuant to Rule 144(k), or (iii) the Company has received an opinion of counsel satisfactory to it that such transfer may lawfully be made without registration under the Securities Act of 1933 or qualification under applicable state securities laws."

(b) If required by the authorities of any state in connection with the issuance of sale of the Securities, the legend required by such state authority.

Upon the earlier of (i) registration for resale pursuant to the Registration Rights Agreement and receipt by the Company of the Investor's written confirmation and agreement that such Securities will not be disposed of except in compliance with the prospectus delivery requirements of the 1933 Act or (ii) Rule 144(k) becoming available the Company shall, upon an Investor's written request, use commercially reasonable efforts to cause certificates evidencing the Securities to be replaced with certificates which do not bear such restrictive legends within three (3) Business Days and Warrant Shares subsequently issued in respect of the Warrants shall not bear such restrictive legends provided the provisions of either clause (i) or clause (ii) above, as applicable, are satisfied with respect to such Warrant Shares. When the Company is required to cause unlegended certificates to replace previously issued legended certificates, if unlegended certificates are not delivered to an Investor within seven (7) Business Days of submission by that Investor of legended certificate(s) to the Company's transfer agent together with a representation letter in customary form (five (5) Business Days if the Investor notifies the Company in connection with such submission that it intends to transfer or dispose of some or all of the securities represented by such

certificate), the Company shall be liable to the Investor for a penalty equal to 1% of the aggregate dollar amount of Indebtedness exchanged for the Securities evidenced by such certificate(s) for each thirty (30) day period (or portion thereof) beyond such seven (7) or five (5) Business Day period, as applicable, that the unlegended certificates have not been so delivered.

5.8 Accredited Investor. The Investor is an accredited investor as defined in Rule 501(a) of Regulation D, as amended, under the 1933 Act.

5.9 No General Solicitation. The Investor did not learn of the investment in the Securities as a result of any public advertising or general solicitation.

5.10 Brokers and Finders. No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company, any Subsidiary or the Investor for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Investor.

6. Conditions to the Closings.

6.1 Conditions to the Investor's Obligations. The obligation of the Investor to exchange Indebtedness for Shares and Warrants at the Closing is subject to the fulfillment to the Investor's satisfaction, on or prior to the Closing Date, of the following conditions, any of which may be waived by the Investor:

(a) The representations and warranties made by the Company in Section 4 hereof qualified as to materiality shall be true and correct at all times prior to the Closing Date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date, and, the representations and warranties made by the Company in Section 4 hereof not qualified as to materiality shall be true and correct in all material respects at all times prior to the Closing Date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date. The Company shall have performed in all material respects all obligations and conditions herein required to be performed or observed by it on or prior to the Closing Date.

(b) The Company shall have obtained in a timely fashion any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of the exchange of Indebtedness for Shares and Warrants all of which shall be in full force and effect.

(c) The Company shall have executed and delivered the Registration Rights Agreement.

(d) The Company shall have complied in all respects with the requirements of the Exemption and any waiting periods relating thereto

shall have expired and the Shares and the Warrant Shares shall have been approved for inclusion in Nasdaq upon official notice of issuance.

(e) [Intentionally deleted.]

(f) [Intentionally deleted.]

(g) The Company shall have entered into one or more agreements in form and substance reasonably satisfactory to the Investor (the "Other Investment Agreements") pursuant to which the Company agrees to sell shares of Common Stock and warrants to purchase Common Stock to one or more institutional investors on the same economic terms (including as to price) as contemplated hereby (the "Other Investments"); provided, however, that an Other Investment Agreement that contains substantially the same terms and conditions as set forth herein (other than the other shares and warrants shall be sold for cash consideration) shall be considered acceptable to the Investor.

(h) The Other Investments shall have been consummated in accordance with the terms of the Other Investment Agreement and shall result in gross proceeds to the Company of at least Six Million Five Hundred Thousand Dollars (\$6,500,000).

(i) No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any governmental authority, shall have been issued, and no action or proceeding shall have been instituted by any governmental authority, enjoining or preventing the consummation of the transactions contemplated hereby or in the other Agreements.

(j) The Company shall have delivered a Certificate, executed on behalf of the Company by its Chief Executive Officer or its Chief Financial Officer, dated as of the Closing Date, certifying to the fulfillment of the conditions specified in subsections (a), (b), (d), and (h) of this Section 6.1.

(k) The Company shall have delivered a Certificate, executed on behalf of the Company by its Secretary, dated as of the Closing Date, certifying the resolutions adopted by the Board of Directors of the Company approving the transactions contemplated by this Agreement and the other Agreements and the issuance of the Securities, certifying the current versions of the Certificate of Incorporation and Bylaws of the Company and certifying as to the signatures and authority of persons signing the Agreements and related documents on behalf of the Company.

(l) The Investor shall have received an opinion from O'Melveny & Myers LLP, the Company's counsel, dated as of the Closing Date, in form and substance reasonably acceptable to the Investor and addressing such legal matters as the Investor may reasonably request.

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(m) No stop order or suspension of trading shall have been imposed by Nasdaq, the SEC or any other governmental regulatory body with respect to public trading in the Common Stock.

6.2 Conditions to Obligations of the Company. The Company's obligation to sell and issue the Securities at the Closing is subject to the fulfillment to the satisfaction of the Company on or prior to the Closing Date of the following conditions, any of which may be waived by the Company:

(a) The representations and warranties made by the Investor in Section 5 hereof, other than the representations and warranties contained in Sections 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 and 5.9 (the "Investment Representations"), shall be true and correct in all material respects when made, and shall be true and correct in all material respects on the Closing Date with the same force and effect as if they had been made on and as of said date. The Investment Representations shall be true and correct in all respects when made, and shall be true and correct in all respects on the Closing Date with the same force and effect as if they had been made on and as of said date. The Investor shall have performed in all material respects all obligations and conditions herein required to be performed or observed by them on or prior to the Closing Date.

(b) The Investor shall have executed and delivered the Registration Rights Agreement.

(c) The Investor shall have delivered written documentation confirming that the Indebtedness has been extinguished..

(d) The Shares and the Warrant Shares shall have been approved for inclusion in Nasdaq upon official notice of issuance.

(e) No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any governmental authority, shall have been issued, and no action or proceeding shall have been instituted by any governmental authority, enjoining or preventing the consummation of the transactions contemplated hereby or in the other Agreements.

6.3 Termination of Obligations to Effect Closing; Effects.

(a) The obligations of the Company, on the one hand, and the Investor, on the other hand, to effect the Closing shall terminate as follows:

(i) Upon the mutual written consent of the Company and the Investor;

(ii) By the Company if any of the conditions set forth in Section 6.2 shall have become incapable of fulfillment, and shall not have been waived by the Company;

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(iii) By the Investor if any of the conditions set forth in Section 6.1 shall have become incapable of fulfillment, and shall not have been waived by the Investor; or

(iv) By either the Company or the Investor if the Closing has not occurred on or prior to March 31, 2002;

provided, however, that, except in the case of clause (i) above, the party seeking to terminate its obligation to effect the Closing shall not then be in breach of any of its representations, warranties, covenants or agreements contained in this Agreement or the other Agreements if such breach has resulted in the circumstances giving rise to such party's seeking to terminate its obligation to effect the Closing.

(b) In the event of termination by the Company or the Investor of their obligations to effect the Closing pursuant to this Section 6.3, written notice thereof shall forthwith be given to the other parties hereto and the obligation of all parties to effect the Closing shall be terminated, without further action by any party. Nothing in this Section 6.3 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Agreements or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Agreements.

7. Covenants and Agreements of the Company.

7.1 Covenants and Agreements of the Company. Commencing on the date hereof and continuing until such time as the Investor no longer owns in the aggregate at least 25% of the Shares acquired hereunder (appropriately adjusted for any stock split, reverse stock split, stock dividend or other reclassification or combination of the Common Stock occurring after the date hereof), the Investor shall have the right to participate in future capital raising transactions on the terms and conditions set forth in this Section 7.1. During such period, the Company shall give ten (10) Business Days advance written notice to such Investor prior to any non-public offer or sale of any of the Company's securities by providing to the Investor a term sheet containing all material business terms of the proposed transaction. The Investor and its respective assignees shall have the right (pro rata in accordance with such Investor's participation in this offering) to purchase such Investor's Pro Rata Share (as defined below) of such securities which are the subject of the proposed transaction for the same consideration and on the same terms and conditions as contemplated for such third-party sale. The Investor's rights hereunder must be exercised in writing by the Investor within five (5) Business Days following receipt of the notice from the Company. If, subsequent to the Company giving notice to an Investor hereunder but prior to the Investor exercising its right to participate (or the expiration of the five-Business Day period without response from the Investor), the terms and conditions of the proposed third-party sale are changed in any material respect from that disclosed in the term sheet provided to such Investor, the Company shall be required to provide a new notice to the Investor hereunder and the Investor shall have the right, which must be exercised within five (5) Business Days of such new notice, to exercise their rights to purchase the securities on such changed terms and conditions as provided hereunder. In the event the Investor does not exercise their rights hereunder, or affirmatively decline to engage in

the proposed transaction with the Company, then the Company may proceed with such proposed transaction on the same terms and conditions as noticed to the Investor. An Investor's "Pro Rata Share" for purposes of this Section 7.1 is the ratio of (a) the sum of (i) the number of Shares the Investor holds plus (ii) the number of Warrant Shares which the Investor has the right to acquire to (b) a number of shares of Common Stock equal to the sum of (x) the total number of shares of Common Stock then outstanding plus (y) the total number of shares of Common Stock into which all then outstanding shares of preferred stock and other convertible securities of the Company are then convertible plus (z) the total number of shares of Common Stock underlying all then outstanding and presently exercisable options, warrants and other rights to purchase shares of Common Stock.

7.2 Limitation on Certain Actions.

(a) For a period of one year from the Closing, the Company shall not offer or sell any Equity Securities (as defined below) at a price per share lower than \$1.50 or otherwise on terms more favorable to the purchaser thereof than those contained in the Agreements without the consent of the Investor, which consent shall not be unreasonably withheld; provided, however, that the restrictions in this sentence shall not apply to the issuance of an Equity Security to an officer, director, employee or consultant to the Company or any Subsidiary pursuant to any incentive or stock option plan of the Company approved by the Board of Directors or the shareholders of the Company. The term "Equity Securities" means the Company's capital stock, warrants, rights, and options giving the holder thereof the right to acquire shares of capital stock, and any security directly or indirectly convertible into or exercisable for or exchangeable into shares of the Company's capital stock.

(b) Commencing on the date hereof and continuing until such time as the Investor no longer owns in the aggregate at least 10% of the Shares acquired hereunder (appropriately adjusted for any stock split, reverse stock split, stock dividend or other reclassification or combination of the Common Stock occurring after the date hereof), the Company shall not offer or sell or enter into any agreement, arrangement or understanding to offer or sell any Equity Security if the Equity Security (or any agreement, arrangement or understanding entered into in connection therewith) provides for the future adjustment of (i) the purchase price therefor, (ii) the number of Equity Securities to be issued, or (iii) the conversion, exercise or exchange rate applicable thereto (other than customary anti-dilution provisions no more favorable to the holder than those contained in the Warrants) without the prior written consent of the Investor, which consent shall not be unreasonably withheld or delayed.

7.3 Reservation of Common Stock. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of providing for the exercise of the Warrants, such number of shares of Common Stock as shall from time to time equal the number of shares sufficient to permit the exercise of the Warrants issued pursuant to this Agreement in accordance with their respective terms.

7.4 Reports. The Company will furnish to such Investor and/or its assignees such information relating to the Company and its Subsidiaries as from time to time may reasonably be requested by such Investor and/or its assignees; provided, however, that such Investor and/or assignees shall hold in

confidence any confidential or proprietary information received from the Company and identified as such at the time of disclosure such information and shall use any such confidential or proprietary information solely for the purpose of monitoring and evaluating their investment in the Company and; provided, further, that the Company shall not be required to provide any information to the Investor which, if disclosed to such Investor and/or its assignees pursuant to the terms of this Section 7.4, would, in the good faith judgment of the Company, cause the Company or any Subsidiary to violate the terms of a confidentiality undertaking binding on the Company or such Subsidiary. The Investor and/or assignee acknowledges that it is aware, and that it will advise its representatives who are given access to such information, that the United States securities laws may prohibit a person who has material, non-public information concerning matters that may be disclosed to it pursuant to this Section 7.4 from purchasing or selling securities of the Company or a company which may be, or may be affiliated with, a party to a business arrangement or proposed business arrangement with the Company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. The Company shall not disclose material nonpublic information to the Investor, or to advisors to or representatives of the Investor, unless prior to disclosure of such information the Company identifies such information as being material nonpublic information and provides the Investor, such advisors and representatives with the opportunity to accept or refuse to accept such material nonpublic information for review.

7.5 No Conflicting Agreements. The Company will not take any action, enter into any agreement or make any commitment that would conflict or interfere in any material respect with the obligations to the Investor under the Agreements.

7.6 Insurance. The Company shall not materially reduce the insurance coverages described in Section 4.19.

7.7 Compliance with Laws. The Company will comply in all material respects with all applicable laws, rules, regulations, orders and decrees of all governmental authorities.

7.8 Nasdaq Listing and Related Matters; Compliance with Nasdaq Exemption Requirements.

(a) Promptly following the execution and delivery of this Agreement, the Company shall take all action necessary to cause the Shares and the Warrant Shares to be listed on Nasdaq no later than the Closing Date and to comply with the terms and conditions of the Exemption, including, but not limited to, (i) issuing a press release in a form reasonably satisfactory to Nasdaq, and (ii) mailing to all shareholders a notification (the "Notification") to the effect that the Audit Committee of the Board of Directors of the Company has expressly approved the determination not to seek shareholder approval in connection with the offer and sale of the Securities in reliance on the exception provided in Nasdaq Marketplace Rule 4350(i)(2), Nasdaq has approved the Exemption, and describing the basis for the Exemption. The Notification shall not at any time prior to the Closing Date contain any untrue statement of a material fact or omit to state any material fact necessary in order to make

the statements made therein, in light of the circumstances under which they were made, not misleading.

(b) Further, if the Company applies to have its Common Stock or other securities traded on any other principal stock exchange or market, it shall include in such application the Shares and the Warrant Shares and will take such other action as is necessary to cause such Common Stock to be so listed. The Company will use commercially reasonable efforts to continue the listing and trading of its Common Stock on Nasdaq and, in accordance, therewith, will use commercially reasonable efforts to comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of such exchange, as applicable.

7.9 Termination of Covenants. The provisions of Sections 7.4 through 7.7 shall terminate and be of no further force and effect upon the earliest of (i) the mutual consent of the Company and the Investor, (ii) the date on which the Company's obligations to maintain an effective registration statement under the Registration Rights Agreement terminate, or (iii) the occurrence of a "Change of Control" of the Company. As used herein, "Change of Control" means the consolidation or merger of the Company with or into any other entity or entities which results in the holders of Common Stock of the Company immediately prior to such transaction owning less than 50% of the voting power of the successor entity and pursuant to which such holders receive either (i) cash, (ii) freely tradable securities, or (iii) a combination of cash and freely tradable securities, the sale, conveyance or other disposition by the Company of all or substantially all of its assets, or the consummation of a tender or exchange offer pursuant to which a Person (including any group) becomes the beneficial owner of 80% or more of the outstanding voting power of the Company.

8. Survival and Indemnification.

8.1 Survival. All representations, warranties, covenants and agreements contained in this Agreement shall be deemed to be representations, warranties, covenants and agreements as of the date hereof and shall survive the execution and delivery of this Agreement for a period of eighteen (18) months from the Closing Date; provided, however, that the provisions contained in Section 7 hereof shall survive in accordance therewith.

8.2 Indemnification. The Company agrees to indemnify and hold harmless, on an after-tax and after insurance recovery basis, the Investor and its Affiliates and their respective directors, officers, employees and agents from and against any and all losses, claims, damages, liabilities and expenses (including without limitation reasonable attorney fees and disbursements and other expenses incurred in connection with investigating, preparing or defending any action, claim or proceeding, pending or threatened and the costs of enforcement hereof) (collectively, "Losses") to which such Person may become subject as a result of any breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under the Agreements, and will reimburse any such Person for all such amounts as they are incurred by such Person.

8.3 Conduct of Indemnification Proceedings. Promptly after receipt by any Person (the "Indemnified Person") of notice of any demand, claim or circumstances which would or might give rise to a claim or the commencement

of any action, proceeding or investigation in respect of which indemnity may be sought pursuant to Section 8.2, such Indemnified Person shall promptly notify the Company in writing and the Company shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Person, and shall assume the payment of all fees and expenses; provided, however, that the failure of any Indemnified Person so to notify the Company shall not relieve the Company of its obligations hereunder except to the extent that the Company is materially prejudiced by such failure to notify. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless: (i) the Company and the Indemnified Person shall have mutually agreed to the retention of such counsel; or (ii) in the reasonable judgment of counsel to such Indemnified Person representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Company shall not be liable for any settlement of any proceeding effected without its written consent, which consent shall not be unreasonably withheld, but if settled with such consent, or if there be a final judgment for the plaintiff, the Company shall indemnify and hold harmless such Indemnified Person from and against any loss or liability (to the extent stated above) by reason of such settlement or judgment. Without the prior written consent of the Indemnified Person, which consent shall not be unreasonably withheld, the Company shall not effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Person from all liability arising out of such proceeding.

9. Miscellaneous.

9.1 Successors and Assigns. This Agreement may not be assigned by a party hereto without the prior written consent of the Company or the Investor, as applicable, provided, however, (i) an Investor may assign its rights and delegate its duties hereunder in whole or in part to an Affiliate or to a third party acquiring some portion or all of its Securities in a private transaction without the prior written consent of the Company, after notice duly given by the Investor to the Company, provided, that no such assignment or obligation shall affect the obligations of the Investor hereunder, and (ii) the Company may assign its rights and delegate its duties hereunder to any surviving or successor corporation in connection with a merger or consolidation of the Company with another corporation, or a sale, transfer or other disposition of all or substantially all of the Company's assets to another corporation, without the prior written consent of the Investor, after notice duly given by the Company to the Investor. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.2 Counterparts; Faxes. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of

which together shall constitute one and the same instrument. This Agreement may also be executed via facsimile, which shall be deemed an original.

9.3 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

9.4 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given as hereinafter described (i) if given by personal delivery, then such notice shall be deemed given upon such delivery, (ii) if given by telex or telecopier, then such notice shall be deemed given upon receipt of confirmation of complete transmittal, (iii) if given by mail, then such notice shall be deemed given upon the earlier of (A) receipt of such notice by the recipient or (B) three days after such notice is deposited in first class mail, postage prepaid, and (iv) if given by an internationally recognized overnight air courier, then such notice shall be deemed given one day after delivery to such carrier. All notices shall be addressed to the party to be notified at the address as follows, or at such other address as such party may designate by ten days' advance written notice to the other party:

If to the Company:

Amerigon Incorporated
5462 Irwindale Avenue
Irwindale, California 91706
Attention: Chief Executive Officer
Fax: 626.815.7441

With a copy to:

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John A. Laco
Fax: 213.430.6407

If to the Investor, to the addresses set forth on the signature pages hereto.

9.5 Expenses. The parties hereto shall pay their own costs and expenses in connection herewith, except that the Company shall pay the reasonable fees and expenses of counsel to the Investors at the Closing. The Company shall reimburse the Investor upon demand for all reasonable out-of-pocket expenses incurred by the Investor, including without limitation reimbursement of attorneys' fees and disbursements, in connection with any amendment, modification or waiver of this Agreement or the other Agreements. In the event that legal proceedings are commenced by any party to this Agreement against another party to this Agreement in connection with this Agreement or the other Agreements, the party or parties which do not prevail in such proceedings shall severally, but not jointly, pay their pro rata share of the reasonable

EXHIBIT 6

attorneys' fees and other reasonable out-of-pocket costs and expenses incurred by the prevailing party in such proceedings.

9.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each holder of any Securities received under this Agreement at the time outstanding, each future holder of all such securities, and the Company.

9.7 Publicity. No public release or announcement concerning the transactions contemplated hereby shall be issued by the Company or the Investor without the prior consent of the Company (in the case of a release or announcement by the Investor) or Big Beaver Investments LLC ("Big Beaver") (in the case of a release or announcement by the Company) (which consents shall not be unreasonably withheld), except as such release or announcement may be required by law or the applicable rules or regulations of any securities exchange or securities market, in which case the Company or the Investor, as the case may be, shall allow Big Beaver or the Company, as applicable, to the extent reasonably practicable in the circumstances, reasonable time to comment on such release or announcement in advance of such issuance.

9.8 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

9.9 Entire Agreement. This Agreement, including the Exhibits and the Disclosure Schedules, and the other Agreements constitute the entire agreement among the parties hereof with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof; provided, however, this Agreement does not supersede or modify that certain Investors Rights Agreement dated as of June 8, 1999, by and among the Company, the Investor and Westar Capital II LLC, a Delaware limited liability company ("Westar"), as amended.

9.10 Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

9.11 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the

EXHIBIT 6

courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

[signature page follows]

EXHIBIT 6

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

The Company: AMERIGON INCORPORATED

By: /s/ SANDRA L. GROUF

Name: Sandra L. Grouf
Title: Chief Financial Officer

The Investor: BIG BEAVER INVESTMENTS LLC

By: /s/ PAUL OSTER

Name: Paul Oster
Title: Treasurer

Address for Notice:

801 W. Big Beaver Road, Suite 201
Troy, Michigan 48084
Attn: President
Facsimile: 248.362.3033

with a copy to:

McDermott, Will & Emery
18191 Von Karman Avenue, Suite 500
Irvine, California 92612
Attn: John Miles, Esq.

Facsimile: 949.851.9348

EXHIBIT 6

SECOND AMENDED AND RESTATED
BRIDGE LOAN 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

SECOND AMENDED AND RESTATED
WARRANT TO PURCHASE COMMON STOCK

This Second Amended and Restated Warrant (this "Warrant") represents and certifies that, for value received, Big Beaver Investments LLC, a Delaware limited liability company (the "Holder"), is entitled to subscribe for and purchase three hundred twenty six thousand eighty seven (326,087) shares (subject to adjustment from time to time pursuant to the provisions of Section 4 hereof) of fully paid and nonassessable Common Stock of Amerigon Incorporated, a California corporation (the "Company"), at \$1.15 per shares (the "Exercise Price"). The number of shares purchasable upon exercise of this Warrant and the Exercise Price shall be subject to adjustment from time to time as described in Section 4 hereof.

As used herein, the term "Common Stock" shall mean the Company's presently authorized Common Stock, no par value, and any securities or other property 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 the effective date of this Warrant (as set forth in the last paragraph of this Warrant) and ending five (5) years after such date (the "Warrant Term").

2. METHOD OF EXERCISE; PAYMENT; ISSUANCE OF NEW WARRANT.

a. 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 Exercise 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

EXHIBIT 7

surrendered and payment made for such shares as aforesaid. In the event of any exercise of this Warrant, a certificate or certificates for the shares of stock so purchased shall be delivered to the Holder within fifteen (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 fifteen (15) business day period.

3. 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 liens, charges and United States taxes 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.

4. ADJUSTMENT OF PURCHASE PRICE AND NUMBER OF SHARES.

a. STOCK SPLITS AND COMBINATIONS. If the Company at any time or from time to time after the date this Warrant is issued effects a subdivision of the outstanding Common Stock pursuant to a stock split or similar event, the Exercise Price shall be proportionately decreased, and conversely, if the Company at any time or from time to time after the date this Warrant is issued combines the outstanding shares of Common Stock into a smaller number of shares in a reverse stock split or similar event, the Exercise Price shall be

proportionately increased. Upon the adjustment of the Exercise Price pursuant to the foregoing provisions, the number of shares of Common Stock subject to the exercise of the Warrant shall be adjusted to the nearest full share by multiplying the shares subject to the Warrant by a fraction, the numerator of which is the Exercise Price immediately prior to such adjustment and the denominator of which is the Exercise Price immediately after such adjustment. Any adjustment under this subsection (a) shall be effective at the close of business on the date the subdivision or combination becomes effective.

b. CERTAIN DIVIDENDS AND DISTRIBUTIONS. If the Company at any time or from time to time after the date this Warrant is issued makes or fixes a record date for the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the number of shares of Common Stock subject to this Warrant shall be increased and the Exercise Price then in effect shall be decreased as of the date of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by:

(i) multiplying the Exercise Price then in effect by a fraction (A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (B) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such

EXHIBIT 7

record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution; and

(ii) multiplying the number of shares of Common Stock subject to the Warrant by a fraction (A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution, and (B) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date.

If, however, such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the number of shares of Common Stock subject to the Warrant and the Exercise Price thereof shall be recomputed accordingly as of the close of business on such record date and thereafter shall be adjusted pursuant to this subsection (b) as of the time of actual payment of such dividends or distributions.

c. OTHER ADJUSTMENTS. In the event the Company at any time or from time to time after the date this Warrant is issued:

(i) makes a dividend or other distribution payable in securities of the Company other than shares of Common Stock, or

(ii) changes any Common Stock into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 4), or

(iii) effects a capital reorganization of the Common Stock (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section 4) or merger or consolidation of the Company with or into another corporation or entity, or the sale of all or substantially all of the Company's properties and assets to any other person,

then, in each such event, any and all new, substituted or additional securities to which the Holder is or would be entitled by reason of its ownership of the shares underlying this Warrant shall be immediately subject to this Warrant and be included in the shares underlying this Warrant for all purposes hereunder. After each such event, the Exercise Price per share shall be proportionately adjusted so that the aggregate Exercise Price upon exercise of this Warrant shall remain the same as before such event.

5. NOTICE OF ADJUSTMENTS.

Whenever any Exercise Price shall be adjusted pursuant to Section 4 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 Exercise 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 8(c)

EXHIBIT 7

hereof, or at such other address as may be provided to the Company in writing by the Holder of this Warrant.

6. 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 Exercise Price then in effect.

7. 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."

8. 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.

EXHIBIT 7

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.

e. PRIOR WARRANT SUPERCEDED. Upon due execution of this Warrant by the Company, receipt of this Warrant by the Holder and, effectiveness of this Warrant in accordance with the next paragraph of this Warrant, this Warrant shall supercede and replace the Amended and Restated Bridge Loan Warrant dated December 1, 2001, which prior warrant shall be terminated.

[Signature Page Follows]

EXHIBIT 7

This Second Amended and Restated Bridge Loan Warrant is effective as of the closing of the sale of shares and warrants to purchase shares of the Company pursuant to that certain Purchase Agreement dated February 12, 2002 by and among the Company and Special Situations Fund III, L.P., Special Situation Funds Cayman Fund, L.P., Special Situations Private Equity Fund, L.P. and Special Situations Technology Fund, L.P.

AMERIGON INCORPORATED, a California corporation

By: /s/ SANDRA L. GROUF

Name: Sandra L. Grouf

Title: CFO and Secretary

Agreed and Acknowledged:

Big Beaver Investments, LLC

By: /s/ PAUL OSTER
Name: Paul Oster
Title: Treasurer

EXHIBIT 7

EXHIBIT 1

NOTICE OF EXERCISE

TO: AMERIGON INCORPORATED

1. Check Box that Applies:

The undersigned hereby elects to purchase _____
shares of 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.

2. Please issue a certificate or certificates representing said shares
of 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 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

EXHIBIT 7

THIS WARRANT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION FROM REGISTRATION UNDER THE FOREGOING LAWS.

SUBJECT TO THE PROVISIONS OF SECTION 10 HEREOF, THIS WARRANT SHALL BE VOID AFTER 5:00 P.M. EASTERN TIME ON FEBRUARY 25, 2007 (the "EXPIRATION DATE").

No. 2002 BBI-1

AMERIGON INCORPORATED

WARRANT TO PURCHASE 860,301 SHARES OF
COMMON STOCK, NO PAR VALUE

For VALUE RECEIVED, Big Beaver Investments LLC ("Warrantholder"), is entitled to purchase, subject to the provisions of this Warrant, from Amerigon Incorporated, a California corporation ("Company"), at any time not later than 5:00 P.M., Eastern time, on the Expiration Date, at an exercise price per share equal to \$2.00 (the exercise price in effect being herein called the "Warrant Price"), 860,301 shares ("Warrant Shares") of the Company's Common Stock, no par value ("Common Stock"). The number of Warrant Shares purchasable upon exercise of this Warrant and the Warrant Price shall be subject to adjustment from time to time as described herein.

Section 1. Registration. The Company shall maintain books for the transfer and registration of the Warrant. Upon the initial issuance of this Warrant, the Company shall issue and register the Warrant in the name of the Warrantholder.

Section 2. Transfers. As provided herein, this Warrant may be transferred only pursuant to a registration statement filed under the Securities Act of 1933, as amended ("Securities Act"), or an exemption from such registration. Subject to such restrictions, the Company shall transfer this Warrant from time to time upon the books to be maintained by the Company for that purpose, upon surrender thereof for transfer properly endorsed or accompanied by appropriate instructions for transfer and such other documents as may be reasonably required by the Company, including, if required by the Company, an opinion of its counsel to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, to establish that such transfer is being made in accordance with the terms hereof, and a new Warrant shall be issued to the transferee and the surrendered Warrant shall be canceled by the Company.

EXHIBIT 8

Section 3. Exercise of Warrant. Subject to the provisions hereof, the Warrantholder may exercise this Warrant in whole or in part at any time upon surrender of the Warrant, together with delivery of the duly executed Warrant exercise form attached hereto as Appendix A (the "Exercise Agreement") and payment by cash, certified check or wire transfer of funds for the aggregate Warrant Price for that number of Warrant Shares then being purchased, to the Company during normal business hours on any business day at the Company's principal executive offices (or such other office or agency of the Company as it may designate by notice to the holder hereof). The Warrant Shares so purchased shall be deemed to be issued to the holder hereof or such holder's designee, as the record owner of such shares, as of the close of business on the date on which this Warrant shall have been surrendered (or evidence of loss, theft or destruction thereof and security or indemnity satisfactory to the Company), the Warrant Price shall have been paid and the completed Exercise Agreement shall have been delivered. Certificates for the Warrant Shares so purchased, representing the aggregate number of shares specified in the Exercise Agreement, shall be delivered to the holder hereof within a reasonable time, not exceeding three (3) business days, after this Warrant shall have been so exercised. The certificates so delivered shall be in such denominations as may be requested by the holder hereof and shall be registered in the name of such holder or such other name as shall be designated by such holder. If this Warrant shall have been exercised only in part, then, unless this Warrant has expired, the Company shall, at its expense, at the time of delivery of such certificates, deliver to the holder a new Warrant representing the number of shares with respect to which this Warrant shall not then have been exercised. As used herein, "business day" means a day, other than a Saturday or Sunday, on which banks in New York City are open for the general transaction of business. Each exercise hereof shall constitute the re-affirmation by the Warrantholder that the representations and warranties contained in Sections 5.3, 5.4, 5.5, 5.6, 5.7, 5.8 and 5.9 of the Exchange Agreement dated as of February 12, 2002 between the Company and the Warrantholder are true and correct in all material respects with respect to the Warrantholder as of the time of such exercise.

Section 4. Compliance with the Securities Act of 1933. The Company may

cause the legend set forth on the first page of this Warrant to be set forth on each Warrant or similar legend on any security issued or issuable upon exercise of this Warrant, unless counsel for the Company is of the opinion as to any such security that such legend is unnecessary.

Section 5. Payment of Taxes. The Company will pay any documentary stamp taxes attributable to the initial issuance of Warrant Shares issuable upon the exercise of the Warrant; provided, however, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificates for Warrant Shares in a name other than that of the registered holder of this Warrant in respect of which such shares are issued, and in such case, the Company shall not be required to issue or deliver any certificate for Warrant Shares or any Warrant until the person requesting the same has paid to the Company the amount of such tax or has established to the Company's reasonable satisfaction that such tax has been paid. The holder shall be responsible for income and gift taxes due under federal, state or other law, if any such tax is due.

EXHIBIT 8

Section 6. Mutilated or Missing Warrants. In case this Warrant shall be mutilated, lost, stolen, or destroyed, the Company shall issue in exchange and substitution of and upon cancellation of the mutilated Warrant, or in lieu of and substitution for the Warrant lost, stolen or destroyed, a new Warrant of like tenor and for the purchase of a like number of Warrant Shares, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction of the Warrant, and with respect to a lost, stolen or destroyed Warrant, reasonable indemnity or bond with respect thereto, if requested by the Company.

Section 7. Reservation of Common Stock. The Company hereby represents and warrants that there have been reserved, and the Company shall at all applicable times keep reserved until issued (if necessary) as contemplated by this Section 7, out of the authorized and unissued shares of Common Stock, sufficient shares to provide for the exercise of the rights of purchase represented by this Warrant. The Company agrees that all Warrant Shares issued upon exercise of the Warrant shall be, at the time of delivery of the certificates for such Warrant Shares upon the due exercise of this Warrant, duly authorized, validly issued, fully paid and non-assessable shares of Common Stock of the Company.

Section 8. Adjustments. Subject and pursuant to the provisions of this Section 8, the Warrant Price and number of Warrant Shares subject to this Warrant shall be subject to adjustment from time to time as set forth hereinafter.

(a) If the Company shall, at any time or from time to time while this Warrant is outstanding, pay a dividend or make a distribution on its Common Stock in shares of Common Stock, subdivide its outstanding shares of Common Stock into a greater number of shares or combine its outstanding shares of Common Stock into a smaller number of shares or issue by reclassification of its outstanding shares of Common Stock any shares of its capital stock (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing corporation), then the number of Warrant Shares purchasable upon exercise of the Warrant and the Warrant Price in effect immediately prior to the date upon which such change shall become effective, shall be adjusted by the Company so that the Warrantholder thereafter exercising the Warrant shall be entitled to receive the number of shares of Common Stock or other capital stock which the Warrantholder would have received if the Warrant had been exercised immediately prior to such event upon payment of a Warrant Price that has been adjusted to reflect a fair allocation of the economics of such event to the Warrantholder. Such adjustments shall be made successively whenever any event listed above shall occur.

(b) If any capital reorganization, reclassification of the capital stock of the Company, consolidation or merger of the Company with another corporation in which the Company is not the survivor, or sale, transfer or other disposition of all or substantially all of the Company's assets to another corporation shall be effected, then, as a condition of such reorganization, reclassification, consolidation, merger, sale, transfer or other disposition, lawful and adequate provision shall be made whereby each Warrantholder shall thereafter have the right to purchase and receive upon the basis and upon the terms and conditions herein specified and in lieu of the Warrant Shares immediately theretofore issuable upon exercise of the Warrant, such shares of stock, securities or assets (including cash) as would have been issuable or payable with respect to or in exchange for a number of Warrant Shares equal to the number of Warrant Shares immediately theretofore issuable

upon exercise of the Warrant, had such reorganization, reclassification, consolidation, merger, sale, transfer or other disposition not taken place, and in any such case appropriate provision shall be made with respect to the rights and interests of each Warrantholder to the end that the provisions hereof (including, without limitation, provision for adjustment of the Warrant Price) shall thereafter be applicable, as nearly equivalent as may be practicable in relation to any shares of stock, securities or assets (including cash) thereafter deliverable upon the exercise thereof. The Company shall not effect any such consolidation, merger, sale, transfer or other disposition unless prior to or simultaneously with the consummation thereof the successor corporation (if other than the Company) resulting from such consolidation or merger, or the corporation purchasing or otherwise acquiring such assets or other appropriate corporation or entity shall assume the obligation to deliver to the holder of the Warrant such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to purchase, and the other obligations under this Warrant. The provisions of this paragraph (b) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales, transfers or other dispositions.

(c) In case the Company shall fix a payment date for the making of a distribution to all holders of Common Stock (including any such distribution made in connection with a consolidation or merger in which the Company is the continuing corporation) of evidences of indebtedness or assets (other than (i) cash dividends or cash distributions payable out of consolidated earnings or earned surplus, (ii) dividends or distributions referred to in Section 8(a), or (iii) distributions of the assets or equity interests of BSST LLC, a Delaware limited liability company (or its successor in interest)), or subscription rights or warrants, the Warrant Price to be in effect after such payment date shall be determined by multiplying the Warrant Price in effect immediately prior to such payment date by a fraction, the numerator of which shall be the total number of shares of Common Stock outstanding multiplied by the Market Price (as defined below) per share of Common Stock immediately prior to such payment date, less the fair market value (as determined by the Company's Board of Directors in good faith) of said assets or evidences of indebtedness so distributed, or of such subscription rights or warrants, and the denominator of which shall be the total number of shares of Common Stock outstanding multiplied by such Market Price per share of Common Stock immediately prior to such payment date. "Market Price" as of a particular date (the "Valuation Date") shall mean the following: (a) if the Common Stock is then listed on a national stock exchange, the closing sale price of one share of Common Stock on such exchange on the last trading day prior to the Valuation Date; (b) if the Common Stock is then quoted on the NASDAQ Stock Market, Inc. National Market System or SmallCap Market System ("Nasdaq"), the closing sale price of one share of Common Stock on Nasdaq on the last trading day prior to the Valuation Date or, if no such closing sale price is available, the average of the high bid and the low asked price quoted on Nasdaq on the last trading day prior to the Valuation Date; or (c) if the Common Stock is not then listed on a national stock exchange or quoted on Nasdaq, the Fair Market Value of one share of Common Stock as of the Valuation Date, shall be determined in good faith by the Board of Directors of the Company and the Warrantholder. The Board of Directors of the Company shall respond promptly, in writing, to an inquiry by the Warrantholder prior to the exercise hereunder as to the Market Value of a share of Common Stock as determined by the Board of Directors of the Company. In the event that the Board of Directors of the Company and the Warrantholder are unable to agree upon the Market Value in respect of subpart (c) hereof, the Company and the Warrantholder

shall jointly select an appraiser, who is experienced in such matters. The decision of such appraiser shall be final and conclusive, and the cost of such appraiser shall be borne evenly by the Company and the Warrantholder. Such adjustment shall be made successively whenever such a payment date is fixed.

(d) For the term of this Warrant, in addition to the provisions contained above, the Warrant Price shall be subject to adjustment as provided below. An adjustment to the Warrant Price shall become effective immediately after the payment date in the case of each dividend or distribution and immediately after the effective date of each other event which requires an adjustment.

(e) In the event that, as a result of an adjustment made pursuant to this Section 8, the holder of this Warrant shall become entitled to receive any shares of capital stock of the Company other than shares of Common Stock, the number of such other shares so receivable upon exercise of this Warrant shall be subject thereafter to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Warrant Shares contained in this Warrant.

(f) Except as provided in subsection (g) hereof, if and whenever the Company shall issue or sell, or is, in accordance with any of subsections (f)(1) through (f)(6) hereof, deemed to have issued or sold, any shares of Common Stock for a consideration per share less than the Warrant Price in effect immediately prior to the time of such issue or sale, then and in each such case (a "Trigger Issuance") the then-existing Warrant Price, shall be reduced, as of the close of business on the effective date of the Trigger Issuance, to a price determined as follows:

$$\text{Adjusted Warrant Price} = \frac{(A \times B) + D}{A+C}$$

where

"A" equals the number of shares of Common Stock outstanding, including Additional Shares (as defined below) deemed to be issued hereunder (whether deemed to be issued prior to, on or after the date hereof), immediately preceding such Trigger Issuance;

"B" equals the Warrant Price in effect immediately preceding such Trigger Issuance;

"C" equals the number of Additional Shares of Common Stock issued or deemed issued hereunder as a result of the Trigger Issuance; and

"D" equals the aggregate consideration, if any, received or deemed to be received by the Company upon such Trigger Issuance;

provided, however, that in no event shall the Warrant Price after giving effect to such Trigger Issuance be greater than the Warrant Price in effect prior to such Trigger Issuance.

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For purposes of this subsection (f), "Additional Shares of Common Stock" shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this subsection (f), other than Excluded Issuances (as defined in subsection (g) hereof).

For purposes of this subsection (f), the following subsections (f)(1) to (f)(6) shall also be applicable (subject, in each such case, to the provisions of subsection (g) hereof) and to each other subsection contained in this subsection (f):

(f)(1) Issuance of Rights or Options. In case at any time the Company shall in any manner grant (directly and not by assumption in a merger or otherwise) any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Stock or any stock or security convertible into or exchangeable for Common Stock (such warrants, rights or options being called "Options" and such convertible or exchangeable stock or securities being called "Convertible Securities") whether or not such Options or the right to convert or exchange any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable upon the exercise of such Options or upon the conversion or exchange of such Convertible Securities (determined by dividing (i) the sum (which sum shall constitute the applicable consideration) of (x) the total amount, if any, received or receivable by the Company as consideration for the granting of such Options, plus (y) the aggregate amount of additional consideration payable to the Company upon the exercise of all such Options, plus (z), in the case of such Options which relate to Convertible Securities, the aggregate amount of additional consideration, if any, payable upon the issue or sale of such Convertible Securities and upon the conversion or exchange thereof, by (ii) the total maximum number of shares of Common Stock issuable upon the exercise of such Options or upon the conversion or exchange of all such Convertible Securities issuable upon the exercise of such Options) shall be less than the Warrant Price in effect immediately prior to the time of the granting of such Options, then the total number of shares of Common Stock issuable upon the exercise of such Options or upon conversion or exchange of the total amount of such Convertible Securities issuable upon the exercise of such Options shall be deemed to have been issued for such price per share as of the date of granting of such Options or the issuance of such Convertible Securities and thereafter shall be deemed to be outstanding for purposes of adjusting the Warrant Price. Except as otherwise provided in subsection 8(f)(3), no adjustment of the Warrant Price shall be made upon the actual issue of such Common Stock or of such Convertible Securities upon exercise of such Options or upon the actual issue of such Common Stock upon conversion or exchange of such Convertible Securities.

(f)(2) Issuance of Convertible Securities. In case the Company shall in any manner issue (directly and not by assumption in a merger or otherwise) or sell any Convertible Securities, whether or not the rights to exchange or convert any such Convertible Securities are immediately exercisable, and the price per share for which Common Stock is issuable

upon such conversion or exchange (determined by dividing (i) the sum (which sum shall constitute the applicable consideration) of (x) the total amount received or receivable by the Company as consideration for the issue or sale of such Convertible Securities, plus (y) the aggregate amount of additional consideration, if any, payable to the Company upon the conversion or exchange thereof, by (ii) the total number of shares of Common Stock issuable upon the conversion or exchange of all such Convertible Securities) shall be less than the Warrant Price in effect immediately prior to the time of such issue or sale, then the total maximum number of shares of Common Stock issuable upon conversion or exchange of all such Convertible Securities shall be deemed to have been issued for such price per share as of the date of the issue or sale of such Convertible Securities and thereafter shall be deemed to be outstanding for purposes of adjusting the Warrant Price, provided that (a) except as otherwise provided in subsection 8(f)(3), no adjustment of the Warrant Price shall be made upon the actual issuance of such Common Stock upon conversion or exchange of such Convertible Securities and (b) no further adjustment of the Warrant Price shall be made by reason of the issue or sale of Convertible Securities upon exercise of any Options to purchase any such Convertible Securities for which adjustments of the Warrant Price have been made pursuant to the other provisions of subsection 8(f).

(f)(3) Change in Option Price or Conversion Rate.

Upon the happening of any of the following events, namely, if the purchase price provided for in any Option referred to in subsection 8(f)(1) hereof, the additional consideration, if any, payable upon the conversion or exchange of any Convertible Securities referred to in subsections 8(f)(1) or 8(f)(2), or the rate at which Convertible Securities referred to in subsections 8(f)(1) or 8(f)(2) are convertible into or exchangeable for Common Stock shall change at any time (including, but not limited to, changes under or by reason of provisions designed to protect against dilution), the Warrant Price in effect at the time of such event shall forthwith be readjusted to the Warrant Price which would have been in effect at such time had such Options or Convertible Securities still outstanding provided for such changed purchase price, additional consideration or conversion rate, as the case may be, at the time initially granted, issued or sold. On the termination of any Option for which any adjustment was made pursuant to this subsection 8(f) or any right to convert or exchange Convertible Securities for which any adjustment was made pursuant to this subsection 8(f) (including without limitation upon the redemption or purchase for consideration of Convertible Securities by the Company), the Warrant Price then in effect hereunder shall forthwith be changed to the Warrant Price which would have been in effect at the time of such termination had such Option or Convertible Securities, to the extent outstanding immediately prior to such termination, never been issued.

(f)(4) Consideration for Stock. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for cash, the consideration received therefor shall be deemed to be the cash amount received by the Company

therefor, without deduction therefrom of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Company in connection therewith. In case any shares of Common Stock, Options or Convertible Securities shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Company shall be deemed to be the fair value of such consideration as determined in good faith by the Board of Directors of the Company, after deduction of any expenses incurred or any underwriting commissions or concessions paid or allowed by the Company in connection therewith. In case any Options shall be issued in connection with the issue and sale of other securities of the Company, together comprising one integral transaction in which no specific consideration is allocated to such Options by the parties thereto, such Options shall be deemed to have been issued for such consideration as determined in good faith by the Board of Directors of the Company.

(f)(5) Record Date. In case the Company shall take a record of the holders of its Common Stock for the purpose of entitling them (i) to receive a dividend or other distribution payable in Common Stock, Options or Convertible Securities or (ii) to subscribe for or purchase Common Stock, Options or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(f)(6) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company or any of its wholly-owned subsidiaries, and the disposition of any such shares (other than the cancellation or retirement thereof) shall be considered an issue or sale of Common Stock for the purpose of this subsection (f).

(g) Anything herein to the contrary notwithstanding, the Company shall not be required to make any adjustment of the Warrant Price in the case of the issuance of (A) capital stock, Options or Convertible Securities issued to directors, officers, employees or consultants of the Company in connection with their service as directors of the Company, their employment by the Company or their retention as consultants by the Company pursuant to an equity compensation program approved by the Board of Directors or the shareholders of the Company, (B) shares of Common Stock upon the conversion or exercise of Options or Convertible Securities issued prior to the date hereof, (C) shares of Common Stock and Convertible Securities issued to investors pursuant to the terms of the certain purchase or exchange agreements, each dated February 12, 2002, and shares of Common Stock issuable upon the exercise or conversion of such Convertible Securities in accordance with their terms, (D) Convertible Securities issued to Roth Capital in payment of the placement agency fees as disclosed in the purchase agreements; and shares of Common Stock issuable upon the exercise or conversion of such Convertible Securities in accordance with their terms, and (E) shares of Common Stock issued or issuable by reason of a dividend, stock split or other distribution on the Common Stock

(but only to the extent that such a dividend, split or distribution results in an adjustment in the Warrant Price pursuant to the other provisions of this Warrant) (collectively, "Excluded Issuances").

Section 9. Fractional Interest. The Company shall not be required to issue fractions of Warrant Shares upon the exercise of the Warrant. If any fractional share of Common Stock would, except for the provisions of the first sentence of this Section 9, be delivered upon such exercise, the Company, in lieu of delivering such fractional share, shall pay to the exercising holder of this Warrant an amount in cash equal to the Fair Market Value of such fractional share of Common Stock on the date of exercise. As used in this Warrant, "Fair Market Value" of a share of Common Stock as of a particular date (the "Valuation Date") shall mean the following: (a) if the Common Stock is then listed on a national stock exchange, the closing sale price of one share of Common Stock on such exchange on the last trading day prior to the Valuation Date; (b) if the Common Stock is then quoted on Nasdaq, the closing sale price of one share of Common Stock on Nasdaq on the last trading day prior to the Valuation Date or, if no such closing sale price is available, the average of the high bid and the low sales price quoted on Nasdaq on the last trading day prior to the Valuation Date; or (c) if the Common Stock is not then listed on a national stock exchange or quoted on Nasdaq, the Fair Market Value of one share of Common Stock as of the Valuation Date, shall be determined in good faith by the Board of Directors of the Company.

Section 10. Extension of Expiration Date. If the Company fails to cause any Registration Statement covering Registrable Securities (unless otherwise defined herein, capitalized terms are as defined in the Registration Rights Agreement dated of even date herewith (the "Registration Rights Agreement")) to be declared effective prior to the applicable dates set forth therein and the Blackout Period (whether alone, or in combination with any other Blackout Period) continues for more than 60 days in any 12 month period, or for more than a total of 90 days, then the Expiration Date of this Warrant shall be extended one day for each day beyond the 60-day or 90-day limits, as the case may be, that the Blackout Period continues.

Section 11. Benefits. Nothing in this Warrant shall be construed to give any person, firm or corporation (other than the Company and the Warrantholder) any legal or equitable right, remedy or claim, it being agreed that this Warrant shall be for the sole and exclusive benefit of the Company and the Warrantholder.

Section 12. Notices to Warrantholder. Upon the happening of any event requiring an adjustment of the Warrant Price, the Company shall promptly give written notice thereof to the Warrantholder at the address appearing in the records of the Company, stating the adjusted Warrant Price and the adjusted number of Warrant Shares resulting from such event and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Failure to give such notice to the Warrantholder or any defect therein shall not affect the legality or validity of the subject adjustment.

Section 13. Identity of Transfer Agent. The Transfer Agent for the Common Stock is U.S. Stock Transfer Co. Upon the appointment of any subsequent transfer agent for the Common Stock or other shares of the Company's capital stock issuable upon the exercise of the rights of purchase represented by the

Warrant, the Company will mail to the Warrantholder a statement setting forth the name and address of such transfer agent.

Section 14. Notices. Unless otherwise provided, any notice required or permitted under this Warrant shall be given in writing and shall be deemed effectively given as hereinafter described (i) if given by personal delivery, then such notice shall be deemed given upon such delivery, (ii) if given by telex or telecopier, then such notice shall be deemed given upon receipt of confirmation of complete transmittal, (iii) if given by mail, then such notice shall be deemed given upon the earlier of (A) receipt of such notice by the recipient or (B) three days after such notice is deposited in first class mail, postage prepaid, and (iv) if given by an internationally recognized overnight air courier, then such notice shall be deemed given one day after delivery to such carrier. All notices shall be addressed as follows: (i) if to the Warrantholder, at its address as set forth in the Company's books and records and, if to the Company, at the address as follows, or at such other address as the Warrantholder or the Company may designate by ten days' advance written notice to the other:

If to the Company:

Amerigon Incorporated
5462 Irwindale Avenue
Irwindale, California 91706
Attention: Chief Executive Officer
Fax: 626.815.7441

With a copy to:

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: John A. Laco
Fax: 213.430.6407

Section 15. Registration Rights. The initial holder of this Warrant is entitled to the benefit of certain registration rights with respect to the shares of Common Stock issuable upon the exercise of this Warrant as provided in the Registration Rights Agreement, and any subsequent holder hereof may be entitled to such rights.

Section 16. Successors. All the covenants and provisions hereof by or for the benefit of the Warrantholder shall bind and inure to the benefit of its respective successors and assigns hereunder.

Section 17. Governing Law. This Warrant shall be governed by, and construed in accordance with, the internal laws of the State of New York, without reference to the choice of law provisions thereof. The Company and, by accepting this Warrant, the Warrantholder, each irrevocably submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to

EXHIBIT 8

or arising out of this Warrant and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Warrant. The Company and, by accepting this Warrant, the Warrantholder, each irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. The Company and, by accepting this Warrant, the Warrantholder, each irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 18. Call Provision. Notwithstanding any other provision contained herein to the contrary, in the event that the closing bid price of a share of Common Stock as traded on the Nasdaq (or such other exchange or stock market on which the Common Stock may then be listed or quoted) exceeds \$4.00 (appropriately adjusted for any stock split, reverse stock split, stock dividend or other reclassification or combination of the Common Stock occurring after the date hereof) for twenty (20) consecutive trading sessions and all of the shares of Common Stock issuable hereunder either (i) are registered pursuant to an effective Registration Statement (as defined in the Registration Rights Agreement) which is available for sales of such shares of Common Stock or (ii) no longer constitute Registrable Securities (as defined in the Registration Rights Agreement), the Company, upon thirty (30) days prior written notice (the "Notice Period") following such twenty (20) day period, to the Warrantholder, may call this Warrant, in whole but not in part, at a redemption price equal to \$0.01 per share of Common Stock then purchasable pursuant to this Warrant. Notwithstanding any such notice by the Company, the Warrantholder shall have the right to exercise this Warrant prior to the end of the Notice Period.

Section 19. No Rights as Stockholder. Prior to the exercise of this Warrant, the Warrantholder shall not have or exercise any rights as a stockholder of the Company by virtue of its ownership of this Warrant.

Section 20. Amendment; Waiver. Any term of this Warrant may be amended or waived (including the adjustment provisions included in Section 8 of this Warrant) upon the written consent of the Company and the Warrantholder.

Section 21. Section Headings. The section heading in this Warrant are for the convenience of the Company and the Warrantholder and in no way alter, modify, amend, limit or restrict the provisions hereof.

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IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed, as of the 25th day of February, 2002.

AMERIGON INCORPORATED

By: /s/ OSCAR B. MARX

Name: Oscar B. Marx, III
Title: Chief Executive Officer

EXHIBIT 8

APPENDIX A
AMERIGON INCORPORATED
WARRANT EXERCISE FORM

To: Amerigon Incorporated

The undersigned hereby irrevocably elects to exercise the right of purchase represented by the within Warrant ("Warrant") for, and to purchase thereunder by the payment of the Warrant Price and surrender of the Warrant, _____ shares of Common Stock ("Warrant Shares") provided for therein, and requests that certificates for the Warrant Shares be issued as follows:

Name

Address

Federal Tax ID or Social Security No.

and delivered by certified mail to the above address, or electronically (provide DWAC Instructions: _____), or other (specify: _____).

and, if the number of Warrant Shares shall not be all the Warrant Shares purchasable upon exercise of the Warrant, that a new Warrant for the balance of the Warrant Shares purchasable upon exercise of this Warrant be registered in the name of the undersigned Warrantholder or the undersigned's Assignee as below indicated and delivered to the address stated below.

Dated: _____, ____

Note: The signature must correspond with the name of the registered holder as written on the first page of the Warrant in every particular, without alteration or enlargement or any change whatever, unless the Warrant has been assigned.

Signature: _____

Name (please print)

Address

Federal Identification or
Social Security No.

Assignee:

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (the "Agreement") is made and entered into as of this 25th day of February, 2002 by and among Amerigon Incorporated, a California corporation (the "Company"), and the "Investor" named in that certain Exchange Agreement by and among the Company and the Investor (the "Exchange Agreement").

The parties hereby agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means, with respect to any person, any other person which directly or indirectly controls, is controlled by, or is under common control with, such person.

"Business Day" means a day, other than a Saturday or Sunday, on which banks in New York City and Los Angeles are open for the general transaction of business.

"Closing Price" as of any date means (a) the closing bid price of one share of Common Stock as reported on The Nasdaq Stock Market, Inc. SmallCap Market System ("Nasdaq") on such date, (b) if no closing bid price is available, the average of the high bid and the low asked price quoted on Nasdaq on such date, or (c) if the shares of Common Stock are not then quoted on Nasdaq, the value of one share of Common Stock on such date as shall be determined in good faith by the Board of Directors of the Company and the Required Investors, provided, that if the Board of Directors of the Company and the Required Investors are unable to agree upon the value of a share of Common Stock pursuant to this subpart (c), the Company and the Required Investors shall jointly select an appraiser who is experienced in such matters. The decision of such appraiser shall be final and conclusive, and the cost of such appraiser shall be borne one half by the Company and one half by the Investors.

"Common Stock" shall mean the Company's common stock, no par value.

"Investors" shall mean the Investor identified in the Exchange Agreement and any Affiliate or permitted transferee of the Investor who is a subsequent holder of any Warrants or Registrable Securities.

"Prospectus" shall mean the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus.

"Register," "registered" and "registration" refer to a registration made by preparing and filing a Registration Statement or similar document in compliance with the 1933 Act (as defined below), and the declaration or ordering of effectiveness of such Registration Statement or document.

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"Registrable Securities" shall mean the shares of Common Stock issuable (i) pursuant to the Exchange Agreement, (ii) upon the exercise of the Warrants, if any, and (iii) pursuant to the provisions of Sections 2(a) and 2(c) below, and any other securities issued or issuable with respect to or in exchange for Registrable Securities; provided, that, a security shall cease to be a Registrable Security upon (A) sale pursuant to a Registration Statement or Rule 144 under the 1933 Act, or (B) such security becoming eligible for sale by the Investors pursuant to Rule 144(k).

"Registration Statement" shall mean any registration statement of the Company filed under the 1933 Act that covers the resale of any of the Registrable Securities pursuant to the provisions of this Agreement, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all material incorporated by reference in such Registration Statement.

"Required Investors" means the Investors holding a majority of the Registrable Securities.

"SEC" means the U.S. Securities and Exchange Commission.

"1933 Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"1934 Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Warrants" means, the warrants to purchase shares of Common Stock which

may be issued to the Investors pursuant to the Exchange Agreement, the form of which is attached to the Exchange Agreement as Exhibit A.

"Warrant Shares" means the shares of Common Stock issuable upon the exercise of the Warrants.

2. Registration.

(a) Registration Statement. Promptly following the closing of the exchange of indebtedness for shares of Common Stock contemplated by the Exchange Agreement (the "Closing Date") but no later than thirty (30) days after the Closing Date (the "Filing Deadline"), the Company shall prepare and file with the SEC one Registration Statement on Form S-3 (or, if Form S-3 is not then available to the Company, on such form of registration statement as is then available to effect a registration for resale of the Registrable Securities), covering the resale of the Registrable Securities in an amount at least equal to the number of shares of Common Stock issued to the Investors on the Closing Date plus the number of shares of Common Stock necessary to permit the exercise in full of the Warrants. Such Registration Statement also shall cover, to the extent allowable under the 1933 Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. The Company shall use its reasonable best efforts to obtain from each person who now has piggyback registration rights a waiver of those rights with respect to the Registration Statement. The

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Registration Statement (and each amendment or supplement thereto, and each request for acceleration of effectiveness thereof) shall be provided in accordance with Section 3(c) to the Investors and their counsel prior to its filing or other submission. If a Registration Statement covering the Registrable Securities is not filed with the SEC on or prior to the Filing Deadline, the Company will make pro rata payments to each Investor, as liquidated damages and not as a penalty, in an amount equal to 2.0% of the aggregate amount paid by such Investor on the Closing Date to the Company for any 30-day period or pro rata for any portion thereof following the date by which such Registration Statement should have been filed for which no Registration Statement is filed with respect to the Registrable Securities. Such payments shall constitute the Investors' exclusive remedy for such events, except for the Investors' right to seek equitable remedies, such as specific performance. Such payments shall be made to each Investor in cash or, at the option of such Investor, in additional fully paid and non-assessable shares of Common Stock not later than three Business Days following the end of each 30-day period. For this purpose, each share of Common Stock shall be deemed to have a value equal to the arithmetic mean of the Closing Prices for the ten (10) trading days beginning twenty (20) trading days prior to the issuance of such shares.

(b) Expenses. The Company will pay all expenses associated with each registration, including filing and printing fees, counsel and accounting fees and expenses, costs associated with clearing the Registrable Securities for sale under applicable state securities laws, listing fees and the Investors' reasonable expenses in connection with the registration, but excluding discounts, commissions, fees of underwriters, selling brokers, dealer managers or similar securities industry professionals with respect to the Registrable Securities being sold.

(c) Effectiveness.

(i) The Company shall use commercially reasonable efforts to have the Registration Statement declared effective as soon as practicable. If a Registration Statement covering the Registrable Securities is not declared effective by the SEC within ninety (90) days after the Closing Date (or within 105 days after the Closing Date if the SEC reviews the Registration Statement), then the Company will make pro rata payments to each Investor, as liquidated damages and not as a penalty, in an amount equal to 2.0% of the aggregate amount invested by such Investor for any month or pro rata for any portion thereof following the date by which such Registration Statement should have been effective (the "Blackout Period"). Such payments shall constitute the Investors' exclusive remedy for such events, except for the Investors' right to seek equitable remedies, such as specific performance. The amounts payable as liquidated damages pursuant to this paragraph shall be paid monthly within three (3) Business Days of the last day of each month following the commencement of the Blackout Period until the termination of the Blackout Period. Such payments shall be made to each Investor in cash or, at the option of such Investor, in additional fully paid and non-assessable shares of Common Stock. Each share of Common Stock shall be deemed to have a value equal to the arithmetic mean of the Closing Prices for the ten (10) trading days beginning twenty (20) trading days prior to the issuance of such shares.

(ii) For not more than twenty (20) consecutive days or for a total of not more than forty-five (45) days in any twelve (12) month period, the Company may delay the disclosure of material non-public information concerning the Company, by suspending the use of any Prospectus included in any

registration contemplated by this Section containing such information, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company (an "Allowed Delay"); provided, that the Company shall promptly (a) notify the Investors in writing of the existence of (but in no event, without the prior written consent of an Investor, shall the Company disclose to such Investor any of the facts or circumstances regarding) material non-public information giving rise to an Allowed Delay, and (b) advise the Investors in writing to cease all sales under the Registration Statement until the end of the Allowed Delay.

(d) Underwritten Offering. If any offering pursuant to a Registration Statement pursuant to Section 2(a) hereof involves an underwritten offering, the Company shall have the right to select an investment banker and manager to administer the offering, which investment banker or manager shall be reasonably satisfactory to the Required Investors.

3. Company Obligations. The Company will use commercially reasonable efforts to effect the registration of the Registrable Securities in accordance with the terms hereof, and pursuant thereto the Company will, as expeditiously as possible:

(a) use commercially reasonable efforts to cause such Registration Statement to become effective and to remain continuously effective for a period that will terminate upon the earlier of (i) the date on which all Registrable Securities covered by such Registration Statement as amended from time to time, have been sold, and (ii) the date on which all Registrable Securities covered by such Registration Statement may be sold pursuant to Rule 144(k);

(b) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement and the Prospectus as may be necessary to keep the Registration Statement effective for the period specified in Section 3(a) and to comply with the provisions of the 1933 Act and the 1934 Act with respect to the distribution of all of the Registrable Securities covered thereby;

(c) provide copies to and permit counsel designated by the Investors to review each Registration Statement and all amendments and supplements thereto no fewer than three (3) Business Days prior to their filing with the SEC and not file any document to which such counsel reasonably objects;

(d) furnish to the Investors and their legal counsel (i) promptly after the same is prepared and publicly distributed, filed with the SEC, or received by the Company (but not later than two (2) Business Days after the filing date, receipt date or sending date, as the case may be, one (1) copy of any Registration Statement and any amendment thereto, each preliminary prospectus and Prospectus and each amendment or supplement thereto, and each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion of any thereof which contains information for which the Company has sought confidential treatment), and (ii) such number of copies of a Prospectus, including a preliminary prospectus, and all amendments and supplements thereto and such other documents as each Investor may reasonably request in order to facilitate

the disposition of the Registrable Securities owned by such Investor that are covered by the related Registration Statement;

(e) in the event the Company selects an underwriter for the offering, the Company shall enter into and perform its reasonable obligations under an underwriting agreement, in usual and customary form, including, without limitation, customary indemnification and contribution obligations, with the underwriter of such offering;

(f) if required by the underwriter, or if any Investor is described in the Registration Statement as an underwriter, the Company shall furnish, on the effective date of the Registration Statement (except with respect to clause (i) below) and on the date that Registrable Securities are delivered to an underwriter, if any, for sale in connection with the Registration Statement (including any Investor deemed to be an underwriter), (i) (A) in the case of an underwritten offering, an opinion, dated as of the closing date of the sale of Registrable Securities to the underwriters, from independent legal counsel representing the Company for purposes of such Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, addressed to the underwriters and the Investors participating in such underwritten offering or (B) in the case of an "at the market" offering, an opinion, dated as of or promptly after the effective date of the Registration Statement to the Investors, from independent legal counsel representing the Company for purposes of such Registration Statement, in form, scope and substance as is customarily given in a public offering, addressed to the Investors, and (ii) use commercially reasonable efforts to obtain a letter, dated as of the effective date of such Registration Statement and confirmed as of the applicable dates described above, from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters (including any Investor deemed to be an underwriter);

(g) use commercially reasonable efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness and, (ii) if such order is issued, obtain the withdrawal of any such order at the earliest possible moment;

(h) prior to any public offering of Registrable Securities, use commercially reasonable efforts to register or qualify or cooperate with the Investors and their counsel in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or blue sky laws of such jurisdictions requested by the Investors and do any and all other commercially reasonable acts or things necessary or advisable to enable the distribution in such jurisdictions of the Registrable Securities covered by the Registration Statement;

(i) use commercially reasonable efforts to cause all Registrable Securities covered by a Registration Statement to be listed on each securities exchange, interdealer quotation system or other market on which similar securities issued by the Company are then listed;

(j) immediately notify the Investors, at any time when a Prospectus relating to Registrable Securities is required to be delivered under the 1933 Act, upon discovery that, or upon the happening of any event as a

result of which, the Prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and at the request of any such holder, promptly 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 a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing; and

(k) otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the SEC under the 1933 Act and the 1934 Act, take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder; and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least twelve (12) months, beginning after the effective date of each Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the 1933 Act (for the purpose of this subsection 3(k), "Availability Date" means the 45th day following the end of the fourth fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter).

(l) With a view to making available to the Investors the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Investors to sell shares of Common Stock to the public without registration, the Company covenants and agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the shares of Common Stock received by them pursuant to the Exchange Agreement (including the Warrant Shares) may be resold pursuant to Rule 144(k) or any other rule of similar effect or (B) such date as all of the shares of Common Stock received by them pursuant to the Exchange Agreement (including the Warrant Shares) shall have been resold; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the 1934 Act; and (iii) furnish to each Investor upon request, as long as such Investor owns any shares of Common Stock received by them pursuant to the Exchange Agreement (including the Warrant Shares), (A) a written statement by the Company that it has complied with the reporting requirements of the 1934 Act, (B) a copy of the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such Investor of any rule or regulation of the SEC that permits the selling of any such shares of Common Stock without registration.

4. Due Diligence Review; Information. The Company shall make available, during normal business hours, for inspection and review by the Investors, advisors to and representatives of the Investors (who may or may not be affiliated with the Investors and who are reasonably acceptable to the Company), any underwriter participating in any disposition of shares of Common Stock on behalf of the Investors pursuant to a Registration Statement or amendments or supplements thereto or any blue sky, NASD or other filing, all financial and other records, all SEC Filings (as defined in the Exchange Agreement) and other filings with the SEC, and all other corporate documents and properties of the

Company as may be reasonably necessary for the purpose of such review, and cause the Company's officers, directors and employees, within a reasonable time period, to supply all such information reasonably requested by the Investors or any such representative, advisor or underwriter in connection with such Registration Statement (including, without limitation, in response to all questions and other inquiries reasonably made or submitted by any of them), prior to and from time to time after the filing and effectiveness of the Registration Statement for the sole purpose of enabling the Investors and such representatives, advisors and underwriters and their respective accountants and attorneys to conduct initial and ongoing due diligence with respect to the Company and the accuracy of such Registration Statement.

The Company shall not disclose material nonpublic information to the Investors, or to advisors to or representatives of the Investors, unless prior to disclosure of such information the Company identifies such information as being material nonpublic information and provides the Investors, such advisors and representatives with the opportunity to accept or refuse to accept such material nonpublic information for review.

5. Obligations of the Investors.

(a) Each Investor shall furnish in writing to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. At least five (5) Business Days prior to the first anticipated filing date of any Registration Statement, the Company shall notify each Investor of the information the Company requires from such Investor if such Investor elects to have any of the Registrable Securities included in the Registration Statement. An Investor shall provide such information to the Company at least two (2) Business Days prior to the first anticipated filing date of such Registration Statement if such Investor elects to have any of the Registrable Securities included in the Registration Statement.

(b) Each Investor, by its acceptance of the Registrable Securities agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless such Investor has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

(c) In the event the Company, at the request of the Investors, determines to engage the services of an underwriter, such Investor agrees to enter into and perform its obligations under an underwriting agreement, in usual and customary form, including, without limitation, customary indemnification and contribution obligations, with the managing underwriter of such offering and take such other actions as are reasonably required in order to expedite or facilitate the dispositions of the Registrable Securities.

(d) Each Investor agrees that, upon receipt of any notice from the Company of either (i) the commencement of an Allowed Delay pursuant to Section 2(c)(ii) or (ii) the happening of an event pursuant to Section 3(j) hereof, such Investor will immediately discontinue disposition of Registrable

Securities pursuant to the Registration Statement covering such Registrable Securities, until the Investor's receipt of the copies of the supplemented or amended prospectus filed with the SEC and declared effective and, if so directed by the Company, the Investor shall deliver to the Company (at the expense of the Company) or destroy (and deliver to the Company a certificate of destruction) all copies in the Investor's possession of the Prospectus covering the Registrable Securities current at the time of receipt of such notice.

(e) No Investor may participate in any third party underwritten registration hereunder unless it (i) agrees to sell the Registrable Securities on the basis provided in any underwriting arrangements in usual and customary form entered into by the Company, (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, and (iii) agrees to pay its pro rata share of all underwriting discounts and commissions. Notwithstanding the foregoing, no Investor shall be required to make any representations to such underwriter, other than those with respect to itself and the Registrable Securities owned by it, including its right to sell the Registrable Securities, and any indemnification in favor of the underwriter by the Investors shall be several and not joint and limited in the case of any Investor, to the proceeds received by such Investor from the sale of its Registrable Securities. The scope of any such indemnification in favor of an underwriter shall be limited to the same extent as the indemnity provided in Section 6(b) hereof.

6. Indemnification.

(a) Indemnification by the Company. The Company will indemnify and hold harmless each Investor and its officers, directors, members, employees and agents, successors and assigns, and each other person, if any, who controls such Investor within the meaning of the 1933 Act, against any losses, claims, damages or liabilities, joint or several, to which such seller, officer, director, member, or controlling person may become subject under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof; (ii) any blue sky application or other document executed by the Company specifically for that purpose or based upon written information furnished by the Company filed in any state or other jurisdiction in order to qualify any or all of the Registrable Securities under the securities laws thereof (any such application, document or information herein called a "Blue Sky Application"); (iii) 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; (iv) any violation by the Company or its agents of any rule or regulation promulgated under the 1933 Act applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration; or (v) any failure to register or qualify the Registrable Securities included in any such Registration in any state where the Company or its agents has affirmatively undertaken or agreed in writing that the Company will undertake such registration or qualification on an Investor's behalf (the undertaking of any underwriter chosen by the Company being attributed to the Company) and will reimburse such Investor, and each such officer, director or member and each such controlling person for any legal or other expenses reasonably incurred by them 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 if and 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 so made in conformity with information furnished by such Investor or any such controlling person in writing specifically for use in such Registration Statement or Prospectus.

(b) Indemnification by the Investors. In connection with any registration pursuant to the terms of this Agreement, each Investor will furnish to the Company in writing such information as the Company reasonably requests concerning the holders of Registrable Securities or the proposed manner of distribution for use in connection with any Registration Statement or Prospectus and agrees, severally but not jointly, to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors, officers, employees, stockholders and each person who controls the Company (within the meaning of the 1933 Act) against any losses, claims, damages, liabilities and expense (including reasonable attorney fees) resulting from any untrue statement of a material fact or any omission of a material fact required to be stated in the Registration Statement or Prospectus or preliminary prospectus or amendment or supplement thereto or necessary to make the statements therein not misleading, to the extent, but only to the extent that such untrue statement or omission is contained in any information furnished in writing by such Investor to the Company specifically for inclusion in such Registration Statement or Prospectus or amendment or supplement thereto. In no event shall the liability of an Investor be greater in amount than the dollar amount of the proceeds (net of all expense paid by such Investor and the amount of any damages such holder has otherwise been required to pay by reason of such untrue statement or omission) received by such Investor upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed to pay such fees or expenses, or (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (c) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, consent to entry of any judgment or enter into any settlement

that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation.

(d) Contribution. If for any reason the indemnification provided for in the preceding paragraphs (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. No person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a holder of Registrable Securities be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such holder and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

7. Miscellaneous.

(a) Amendments and Waivers. This Agreement may be amended only by a writing signed by the parties hereto. The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company shall have obtained the written consent to such amendment, action or omission to act, of the Required Investors.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made as set forth in Section 9.4 of the Exchange Agreement.

(c) Assignments and Transfers by Investors. The provisions of this Agreement shall be binding upon and inure to the benefit of the Investors and their respective successors and assigns. An Investor may transfer or assign, in whole or from time to time in part, to one or more persons its rights hereunder in connection with the transfer of Registrable Securities by such Investor to such person, provided that such Investor complies with all laws applicable thereto and provides written notice of assignment to the Company promptly after such assignment is effected.

(d) Assignments and Transfers by the Company. This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of each Investor, provided, however, that the Company may assign its rights and delegate its duties hereunder to any surviving or successor corporation in connection with a merger or consolidation of the Company with another corporation, or a sale, transfer or other disposition of all or substantially all of the Company's assets to another corporation, without the prior written consent of the Investors, after notice duly given by the Company to each Investor.

(e) Benefits of the Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement,

express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(f) Counterparts; Faxes. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed via facsimile, which shall be deemed an original.

(g) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect.

(i) Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter provided that this Agreement does not supersede or modify that certain Investors Rights Agreement dated as of June 8, 1999, by and among the Company, the Investor and Westar Capital II LLC, a Delaware limited liability company, as amended.

(k) Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any

objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

The Company: AMERIGON INCORPORATED

By: /s/ SANDRA L. GROUF

Name: Sandra Grouf
Title: CFO and Secretary

The Investor: BIG BEAVER INVESTMENTS LLC

By: /s/ PAUL OSTER

Name: Paul Oster
Title: Treasurer

EXHIBIT 9

AGREEMENT AND CONSENT

This Agreement and Consent is made as of February 25, 2002, by and among Amerigon Incorporated, a California corporation (the "Company"), and the persons listed on the signature pages hereto (collectively, the "Investors").

RECITALS

WHEREAS, concurrent with the delivery of this Agreement and Consent, the Company, as part of a private placement of shares and warrants with the Investors (other than Westar Capital II, LLC), has issued an aggregate of 6,053,970 shares of Common Stock and an aggregate of 3,576,990 warrants (including 550,005 warrants to the placement agent) (the "Warrants") to purchase shares of Common Stock (the "Private Placement");

WHEREAS, as a result of the Private Placement, the Company has 10,771,230 shares of Common Stock outstanding and the Investors own 5,687,302 shares of Common Stock or more than 50% of the outstanding shares of Common Stock of the Company;

WHEREAS, the existing Amended and Restated Articles of Incorporation of the Company authorize 20,000,000 shares of Common Stock and the Company desires to increase the number of authorized shares of Common Stock to 30,000,000;

WHEREAS, the total number of shares of Common Stock (including the Shares and Warrant Shares issued in the Private Placement) that the Company has outstanding and reserved for issuance upon conversion/exercise of Series A Preferred, options and warrants is 23,298,583 (see table below):

CURRENT:	Number of Shares	AFTERWARD:
Total Number of Shares Outstanding and Reserved for Issuance (including Private Placement Shares and Warrant Shares)	Agreed Not to be Converted from Series A Preferred Stock	Total Number of Shares Outstanding and Reserved for Issuance (including Private Placement Shares and Warrant Shares)
23,298,583	3,398,582	19,900,001

WHEREAS, until such time as the Company has increased its authorized shares of Common Stock from 20,000,000 to 30,000,000, Westar Capital II LLC ("Westar") and Big Beaver Investments LLC ("BBI"), as the holders of the Series A Preferred Stock, have each agreed hereby not to convert a portion of their respective shares of Series A Preferred Stock convertible into an aggregate of 3,398,582 shares of Common Stock (by Westar with respect to 2,686,567 shares and by BBI with respect to 712,015 shares); and

EXHIBIT 10

WHEREAS, the Board of Directors of the Company has adopted resolutions to amend the existing Amended and Restated Articles of Incorporation of the Company to increase the number of authorized shares of Common Stock from 20,000,000 to 30,000,000 (the "Amendment") and, until the effectiveness of the Amendment, withdraw the prior reservation of 3,398,582 shares of Common Stock for issuance upon conversion of the Series A Preferred Stock.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Investors do hereby agree as follows:

SECTION 1. WAIVER OF SHARE RESERVATION AND AGREEMENT NOT TO CONVERT.

Westar and BBI, as the owners of all of the outstanding shares of Series A Preferred Stock, hereby agree that: (a) Westar waives its right to convert all of its shares of Series A Preferred Stock convertible into 2,686,567 shares of Common Stock; (b) BBI waives its right to convert that portion of its shares of Series A Preferred Stock convertible into 712,015 shares of Common Stock (the waivers in (a) and (b) above are applicable to an aggregate of 3,398,582 shares of Common Stock); and (c) each of Westar and BBI waive the requirement under the Certificate of Determination of Rights, Preferences and Privileges of the Series A Preferred Stock of the Company (the "Certificate of Determination") that there be sufficient reserves of Common Stock to convert all of their respective shares of Series A Preferred Stock. The waivers set forth in

subsection (a), (b) and (c) of this Section 1 shall be effective until such time as the Amendment is filed in the office of the California Secretary of State at which time such waivers shall terminate.

The Company agrees, at the request of Westar or BBI, to promptly prepare and file with the Securities and Exchange Commission an Information Statement on Form 14C, to distribute such Information Statement to shareholders as required and 21 calendar days after the distribution of the Information Statement to shareholders to file the Amendment with the California Secretary of State. If not requested by Westar or BBI to prepare, file and circulate such Information Statement, the Company shall include in the proxy statement prepared for its 2002 Annual Meeting of Shareholders a proposal to adopt the Amendment or, if permitted as part of a proxy statement or by separate document included in the proxy statement mailing, the information (with respect to the Amendment) required by an Information Statement on Form 14C. If the Amendment is submitted to a vote, the Company shall recommend that shareholders vote for the Amendment and upon obtaining the required vote, shall file the Amendment with the California Secretary of State. If the information concerning the Amendment is included in the proxy statement in the format of an Information Statement or a separate Information Statement concerning the Amendment is included in the proxy statement mailing, then 21 calendar days after the distribution of such proxy statement and/or information statement the Company will file the Amendment with the California Secretary of State.

SECTION 2. CONSENT AND AGREEMENT TO VOTE FOR THE AMENDMENT.

The undersigned, effective upon the closing of the Private Placement, hereby irrevocably consent to the Amendment. The Investors hereby agree to vote

EXHIBIT 10

for the Amendment if the Amendment is submitted to a vote of the Company's shareholders.

SECTION 2. GOVERNING PROVISIONS.

2.1 This Agreement and Consent shall be governed by and construed in accordance with the laws of the State of California.

2.2 This Agreement and Consent may be executed in one or more counterparts, each of which, when taken together, shall constitute but one of the same agreement. This Agreement may not be amended without the written consent of each of the parties hereto.

IN WITNESS WHEREOF, the Company and the Investors have caused this Agreement and Consent to be duly executed and delivered as of the date first written above.

EXHIBIT 10

AMERIGON INCORPORATED

By: /s/ SANDRA L. GROUF

Name: Sandra L. Grouf
Title: Chief Financial Officer

SPECIAL SITUATIONS FUND III, L.P.
(1,866,700 shares of Common Stock after
the Private Placement)

By: /s/ AUSTIN MARXE

Name: Austin Marxe
Title: Managing Director

SPECIAL SITUATIONS CAYMAN FUND, L.P.
(566,700 shares of Common Stock after the Private
Placement)

By: /s/ AUSTIN MARXE

Name: Austin Marxe
Title: Managing Director

SPECIAL SITUATIONS PRIVATE EQUITY FUND, L.P.
(933,300 shares of Common Stock after
the Private Placement)

By: /s/ AUSTIN MARXE

Name: Austin Marxe
Title: Managing Director

SPECIAL SITUATIONS TECHNOLOGY FUND, L.P.
(300,000 shares of Common Stock after
the Private Placement)

By: /s/ AUSTIN MARXE

Name: Austin Marxe
Title: Managing Director

EXHIBIT 10

BIG BEAVER INVESTMENTS LLC
(4,500 shares of Series A Preferred Stock
and 1,720,602 shares of Common Stock after the
Private Placement and 150,000 other shares
of Common Stock)

By: /s/ PAUL OSTER

Name: Paul Oster
Title: Treasurer

WESTAR CAPITAL II, LLC
(4,500 shares of Series A Preferred Stock
and 150,000 shares of Common Stock)

By: Westar Capital Associates II, LLC,
a Delaware limited liability company
Its Manager

By: /s/ JOHN W. CLARK

Name: John W. Clark
Title: Managing Member

EXHIBIT 10