

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL

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1. Name and Address of Reporting Person* <u>Winemaster Gary S</u> (Last) (First) (Middle) <u>231 EAST COLONIAL DRIVE</u> (Street) <u>VERNON HILLS IL 60061</u> (City) (State) (Zip)	2. Date of Event Requiring Statement (Month/Day/Year) <u>04/29/2011</u>	3. Issuer Name and Ticker or Trading Symbol <u>POWER SOLUTIONS INTERNATIONAL, INC. [FRMT]</u>
4. Relationship of Reporting Person(s) to Issuer (Check all applicable) <input checked="" type="checkbox"/> Director <input checked="" type="checkbox"/> 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) <u>President, CEO & COB</u>		5. If Amendment, Date of Original Filed (Month/Day/Year)
		6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
Common Stock	5,500,000	D	

Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)		4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date	Title	Amount or Number of Shares			
Series A Convertible Preferred Stock	(1)	(1)	Common Stock	140,742,659 ⁽²⁾⁽³⁾⁽⁴⁾	0.375 ⁽¹⁾	D	
Contract to Buy Common Stock (obligation to buy)	(5)(6)	(5)(6)	Common Stock	1,000,000	(5)(6)	D	
Contract to Buy Srs A Cnvrtrl Prf Stock (obligation to buy)	(1)(5)(6)	(1)(5)(6)	Common Stock	25,589,573 ⁽³⁾⁽⁴⁾⁽⁷⁾	(1)(5)(6)	D	
Contract to Sell Common Stock (obligation to sell)	(5)(6)(8)(9)(10)	(8)(9)(10)	Common Stock	11,799,989 ⁽⁸⁾⁽⁹⁾⁽¹⁰⁾⁽¹¹⁾	(5)(6)(8)(9)(10)	D	

Explanation of Responses:

1. Each share of Series A Convertible Preferred Stock is initially convertible at any time at the election of the holder thereof into a number of shares of the issuer's common stock equal to the result of \$1,000 divided by the conversion price then in effect. The initial conversion price is \$0.375, and is subject to full ratchet anti-dilution protection and to other adjustments for non-cash dividends, distributions, stock splits or other subdivisions or reclassifications of the issuer's common stock. Giving effect to the Reverse Split (as defined in footnote 3) as if it occurred on 4/29/2011, the conversion price would have been \$12.00. The aggregate shares of the issuer's common stock issuable upon conversion of the Series A Convertible Preferred Stock is subject to the limitations on conversion more fully described in footnotes 3 and 4.

2. The number of shares reported does not give effect to the Reverse Split (as defined in footnote 3) or the limitations on conversion described in footnotes 3 and 4. Giving effect to the Reverse Split as if it had occurred on 4/29/2011, the shares of Series A Convertible Preferred Stock held by the reporting person would have converted into an aggregate of 4,398,208 shares of the issuer's common stock.

3. As of any date prior to the effectiveness of the 1-for-32 reverse stock split of the issuer's common stock previously approved by the board of directors of the issuer, which may be effected through the consummation of the Migratory Merger (as defined below), whereby each 32 shares of the issuer's common stock would be exchanged for one share of common stock of the surviving entity in the Migratory Merger (the "Reverse Split"), the reporting person will not have the right to, and the issuer may not issue, shares of the issuer's common stock upon conversion of the Series A Convertible Preferred Stock in excess of the product of (A) the difference between the then-authorized number of shares of common stock less an amount equal to one hundred and ten percent (110%) of the number of shares of the issuer's common stock outstanding as of 4/29/2011, multiplied by (B) a percentage equal to a fraction, (continued in footnote 4)

4. the numerator of which is the number of shares of the issuer's common stock issuable upon conversion of the shares of Series A Convertible Preferred Stock then held by the reporting person (without giving effect to any limitation on conversion thereof), and of which the denominator is the total number of shares of the issuer's common stock issuable upon conversion of all shares of Series A Convertible Preferred Stock outstanding as of 4/29/2011 (without giving effect to any limitation on conversion thereof). The "Migratory Merger" means the merger of the issuer with and into a Delaware corporation, which merger will be effected for the purpose of changing the issuer's jurisdiction of incorporation from Nevada to Delaware. In the event that the Reverse Split is effected through the consummation of the Migratory Merger, the consummation of the Migratory Merger shall constitute the Reverse Split.

5. Pursuant to a purchase and sale agreement dated April 28, 2011 (the "Purchase and Sale Agreement"), by and between the reporting person and Thomas J. Somodi, the reporting person agreed to purchase from Mr. Somodi, and Mr. Somodi agreed to sell to the reporting person, 1,000,000 shares of Common Stock and 9,596.09002 shares of Series A Convertible Preferred Stock, in each case subject to adjustment for stock splits, stock dividends, stock combinations and similar events, including the Reverse Split (collectively, the "Seller Shares"), at an initial closing to occur by July 28, 2011. (continued in footnote 6)

6. In exchange for the Seller Shares, the reporting person agreed to make (A) a cash payment equal to \$2,500,000, payable at such initial closing, (B) an additional cash payment equal to \$1,750,000, payable after the earlier of the hiring by the issuer of a new Chief Financial Officer and April 29, 2013 (provided that the reporting person has agreed to make such payment in no event later than the later of 60 days after such earlier date and December 29, 2011), and (C) the reporting person's agreement to transfer to Mr. Somodi shares of the issuer's Common Stock, or cash payment in lieu thereof, upon the issuer's achievement of certain market value per share of the issuer's common stock milestones, as more fully described in footnotes 8, 9 and 10 below.

7. The number of shares reported does not give effect to the Reverse Split or the limitations on conversion described in footnotes 3 and 4. Giving effect to the Reverse Split as if it had occurred on 4/29/2011, the shares of Series A Convertible Preferred Stock that the reporting person has agreed to purchase from Mr. Somodi (as described in footnotes 5 and 6) would have converted into an aggregate of 799,674 shares of the issuer's common stock.

8. As additional consideration for the acquisition of the Seller Shares by the reporting person pursuant to the Purchase and Sale Agreement, the reporting person agreed to deliver to Mr. Somodi, within 90 days of the first date on which the issuer first achieves market value per share of the issuer's common stock milestones as follows: (A) an aggregate of 3,933,333 shares of the issuer's common stock (122,917 shares giving effect to the Reverse Split) after the first period of ten consecutive trading days after the effectiveness of the Reverse Split on each of at least seven of which the market value per share of the issuer's outstanding common stock (calculated in accordance with the Purchase and Sale Agreement) is at least \$0.6356 (\$20.3392 giving effect to the Reverse Split); (continued in footnote 9)

9. (B) an additional aggregate of 4,720,000 shares of the issuer's common stock (147,500 shares giving effect to the Reverse Split) after the first period of ten consecutive trading days after the effectiveness of the Reverse Split on each of at least seven of which the market value per share of the issuer's outstanding common stock (calculated in accordance with the Purchase and Sale Agreement) is at least \$0.7945 (\$25.424 giving effect to the Reverse Split); and (C) an additional aggregate of 3,146,656 shares of the issuer's common stock (98,333 shares giving effect to the Reverse Split) after the first period of ten consecutive trading days after the effectiveness of the Reverse Split on each of at least seven of which the market value per share of the issuer's outstanding common stock (calculated in accordance with the Purchase and Sale Agreement) is at least \$0.9534 (\$30.5088 giving effect to the Reverse Split). (continued in footnote 10)

10. The reporting person may, at his sole option and in lieu of delivering shares of the issuer's common stock as described above, elect to make a payment to Mr. Somodi equal to the then-market value of the shares the reporting person would otherwise be required to deliver pursuant to the provisions described above. The reporting person's obligations will expire if the issuer has not achieved the applicable market

value per share of the issuer's common stock milestones by April 29, 2016.

11. The number of shares reported represents the aggregate number of shares of the issuer's common stock that the reporting person may be obligated to deliver to Mr. Somodi pursuant to the Purchase and Sale Agreement, without giving effect to the Reverse Split. Giving effect to the Reverse Split as if it had occurred on 4/29/2011, the aggregate number of shares the reporting person may be obligated to deliver pursuant to the Purchase and Sale Agreement would be an aggregate of 368,750 shares.

/s/ Gary S. Winemaster
** Signature of Reporting Person

05/09/2011
Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

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