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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 31, 2017

Power Solutions International, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-35944**	**33-0963637**
(State or other jurisdiction of incorporation or organization)	**(Commission File Number)**	**(IRS Employer Identification No.)**

201 Mittel Drive, Wood Dale, Illinois 60191
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (630) 350-9400

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Power Solutions International, Inc. (the "Company") closed on its previously reported share purchase agreement with Weichai America Corp. ("Weichai" or the "Purchaser"), dated as of March 20, 2017 (the "Purchase Agreement"). Upon consummation of the transactions governed thereby on March 31, 2017, Weichai invested $60 million in exchange for common stock, a new series of preferred stock and a warrant to purchase common stock. Please refer to the Company's Form 8-K filed on March 27, 2017 (the "Prior Form 8-K") for a description of the Purchase Agreement and related agreements and the transactions governed thereby.

Third Supplemental Indenture

In connection with the closing on the Purchase Agreement, the Company entered into a third supplemental indenture (the "Third Supplemental Indenture") to the indenture ("Indenture") governing its $55.0 million 6.50% senior notes due 2018 (the "Notes"). The Third Supplemental Indenture extends the maturity on the Notes until January 1, 2019. The Third Supplemental Indenture amended certain permitted holder, change of control and permitted indebtedness and payment definitions to permit the issuance of the securities to Weichai under the Purchase Agreement. It also amended provisions related to affiliated transactions to permit ongoing transactions with an affiliate of Weichai under the Strategic Collaboration Agreement that was entered into in connection with the Purchase Agreement. Finally, the provisions related to ongoing financial reporting obligations were amended to extend the deadline for the Company to file its delinquent periodic reports and current year periodic reports until the date the Company's annual report on Form 10-K for the fiscal year ended December 31, 2017 must be filed with the SEC in accordance with applicable SEC regulations.

The foregoing description of the Third Supplemental Indenture is not complete and is qualified in its entirety by reference to the Third Supplemental Indenture, a copy of which is attached hereto as Exhibit 4.1, and is incorporated herein by reference.

Second Amended and Restated Credit Agreement with Wells Fargo

The Company also entered into in connection with the closing a third amendment, consent and waiver (the "Third Amendment") to the second amended and restated credit agreement, by and between the Company and Wells Fargo Bank, National Association, as agent for the lenders party thereto ("Wells Fargo"), dated as of June 28, 2016, as amended by the first amendment and waiver thereto, dated August 22, 2016 and as amended by the second amendment and waiver thereto, dated December 19, 2016 (as amended, the "Wells Fargo Agreement"). The Third Amendment modified certain change in control and other definitions to permit the issuance of the securities to Weichai under the Purchase Agreement and the payoff of the term loan discussed below. The amendment also increased the interest rate by 200 basis points (2%) until the Company's restated audited financial statements for fiscal year ending December 31, 2016 have been provided to Wells Fargo, reduced the size of the asset based revolving facility to $65 million and moved up the maturity date to March 31, 2018 (or February 15, 2018 if the preferred stock issued to Weichai has not converted into common stock). Certain adjustments to the borrowing base provisions were made to the assets against which borrowings may be made. The amendment also contains permanent waivers of certain representations, required information and other defaults. Finally, the provisions related to ongoing financial reporting obligations were amended to extend the deadline for the Company to file its delinquent periodic reports and current year periodic reports until the date the Company's annual report on Form 10-K for the fiscal year ended December 31, 2017 must be filed with the SEC in accordance with applicable SEC regulations.

The foregoing description of the Third Amendment is not complete and is qualified in its entirety by reference to the Third Amendment, a copy of which is attached hereto as Exhibit 10.1, and is incorporated herein by reference.

Credit Agreement with TPG

Finally, on March 31, 2017, upon consummation of the Purchase Agreement transactions, the Company paid off in full the outstanding $60 million term loan due under that certain credit agreement, by and between the Company, TPG Specialty Lending, Inc. and the lenders party thereto, dated as of June 28, 2016, as amended. The Company used proceeds from the sale of securities pursuant to the Purchase Agreement and borrowings under the Wells Fargo Agreement to pay off the outstanding term loan.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 of this Current Report is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Pursuant to an investor rights agreement (the "Rights Agreement") and a shareholders agreement (the "Shareholders Agreement") entered into by the Company and Weichai upon consummation of the closing of the transactions governed by the Purchase Agreement, effective March 31, 2017, the Company increased the size of its board of directors (the "Board") to seven members. Subsequently, at a meeting of the Board on April 1, 2017, two nominees designated by the Purchaser pursuant to the Rights Agreement were appointed as directors, Shaojun Sun and Jiang Kui. As contemplated by the agreements with Weichai and consistent with his commitment to facilitate a reconstitution of the Board, Gary Winemaster resigned as chairman of the Board and the Board appointed Mr. Sun to serve as chairman. In addition, Messrs. Sun and Kui were appointed as members of the compensation committee, and Mr. Kui was appointed as a member of the nominating and governance committee, of the Board.

Mr. Shaojun Sun is an executive director and executive president of Weichai Power Co., Ltd. Mr. Sun joined Weifang Diesel Engine Factory in 1988 and has held the positions of supervisor of the engineering department, the chief engineer of Weifang Diesel Engine Factory, and director of Torch Automobile Group Co., Ltd. Mr. Sun is currently a director of Weichai Group Holdings Limited and Weichai Heavy-duty Machinery Co., Ltd. Mr. Sun is a researcher-grade senior engineer and holds a doctorate degree in engineering. He was appointed as Taishan Mountain scholar specialist by Shandong People's Government.

Mr. Jiang Kui is a non-executive director of Weichai Power Co., Ltd. He has held various positions including engineer and deputy general manager of Assembly Department of Shandong Bulldozer General Factory, deputy general manager of Shantui Import and Export Company, deputy director, director of manufacturing department, deputy general manager and director of Shantui Engineering Machinery Co., Ltd., deputy general manager of Shandong Engineering Machinery Group Co., Ltd., executive deputy general manager and vice chairman of Weichai Group Holdings Limited, chairman of Shanzhong Jianji Co., Ltd. and director of Shandong Heavy Industry Group Co., Ltd. He is now the president of Shandong Heavy Industry Group Co., Ltd. He is a senior engineer and holds an MBA degree.

Other than the Purchase Agreement, the Rights Agreement and the Shareholders Agreement, there are no arrangements or understandings pursuant to which Messrs. Sun and Kui were appointed to the Board. Since the beginning of the Company's last fiscal year, there have been no related-party transactions between the Company and Messrs. Sun or Kui that would be reportable under Item 404(a) of Regulation S-K under the Securities Act. Please refer to the Prior Form 8-K for a description of the Purchase Agreement, the Rights Agreement and the Shareholders Agreement, including the terms applicable to the appointment of Messrs. Sun and Kui as directors and the Purchaser's right to nominate directors for election to the Board.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the closing of the Purchase Agreement, the Company filed the certificate of designation of series B convertible perpetual preferred stock with the Secretary of State of the State of Delaware (the "Certificate of Designation"). Please refer to the Prior Form 8-K for a description of the rights, powers and preferences of the preferred stock issued under the Certificate of Designation.

Item 7.01 Regulation FD Disclosure.

On April 3, 2017, the Company issued a press release regarding the Purchase Agreement closing and related matters as further described in this Form 8-K. A copy of the press release is furnished as Exhibit 99.1 to this Form 8-K.

Caution Regarding Forward-Looking Statements

This Form 8-K includes information that constitutes forward-looking statements. Forward-looking statements often address our expected future business and financial performance, and often contain words such as "believe," "expect," "anticipate," "intend," "plan," or "will." By their nature, forward-looking statements address matters that are subject to risks and uncertainties. Any such forward-looking statements may involve risk and uncertainties that could cause actual results to differ materially from any future results encompassed within the forward-looking statements. Factors that could cause or contribute to such differences include: the final results of the Audit Committee's internal review as it impacts the Company's accounting, accounting policies and internal control over financial reporting; the reasons giving rise to the resignation of the Company's prior independent registered public accounting firm; the time and effort required to complete the restatement of the affected financial statements and amend the related Form 10-K and Form 10-Q filings; the Nasdaq Hearing Panel's decision and inability to file delinquent periodic reports within the deadlines imposed by Nasdaq and the potential delisting of the Company's common stock from Nasdaq and any

adverse effects resulting therefrom; the subsequent discovery of additional adjustments to the Company's previously issued financial statements; the timing of completion of necessary re-audits, interim reviews and audits by the new independent registered public accounting firm; the timing of completion of steps to address and the inability to address and remedy, material weaknesses; the identification of additional material weaknesses or significant deficiencies; risks relating to the substantial costs and diversion of personnel's attention and resources deployed to address the financial reporting and internal control matters and related class action litigation; the impact of the resignation of the Company's former independent registered public accounting firm on the Company relationship with its lender and trade creditors and the potential for defaults and exercise of creditor remedies and the implications of the same for its strategic alternatives process; the impact of the previously disclosed investigation initiated by the SEC and any related or additional governmental investigative or enforcement proceedings. Actual events or results may differ materially from the Company's expectations. The Company's forward-looking statements are presented as of the date hereof. Except as required by law, the Company expressly disclaims any intention or obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

The Exhibit Index appearing immediately after the signature page to this report is incorporated herein by reference.

SIGNATURES

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

POWER SOLUTIONS INTERNATIONAL, INC.

By: /s/ William Buzogany
William Buzogany
General Counsel

Dated: April 6, 2017

EXHIBIT INDEX

Exhibit No.	Description
4.1	Third Supplemental Indenture, dated as of March 31, 2017, by and among Power Solutions International, Inc., The Bank of New York Mellon, as Trustee, and the Guarantors party thereto.
10.1	Third Amendment, Consent and Waiver to Second Amended and Restated Credit Agreement, dated as of March 31, 2017, by and among Wells Fargo Bank, N.A. as agent for itself and other lenders party thereto, each of the lenders party thereto, Power Solutions International, Inc., Professional Power Products, Inc., Powertrain Integration Acquisition, LLC and Bi-Phase Technologies, LLC.
99.1	Press release issued by Power Solutions International, Inc. on April 3, 2017.

Exhibit 4.1

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE (this "**Third Supplemental Indenture**"), dated as of March 31, 2017, among Power Solutions International, Inc., a Delaware corporation (the "**Company**"), the Guarantors party hereto (the "**Guarantors**") and The Bank of New York Mellon, as trustee (the "**Trustee**"), to the Indenture, dated as of April 29, 2015, as amended prior to the date hereof, among the Company, the Guarantors party thereto, and the Trustee (as amended, supplemented or otherwise modified from time to time, the "**Indenture**").

W I T N E S S E T H

WHEREAS, the Company and the Guarantors have heretofore executed and delivered the Indenture providing for the issuance by the Company of its 6.50% Senior Notes due 2018 (the "**Securities**");

WHEREAS, (1) the Company (a) has entered into (i) a Share Purchase Agreement, dated as of March 20, 2017, with Weichai (as defined below), (ii) a Shareholders Agreement, dated as of March 20, 2017, by and among the individuals listed on Exhibit A thereto, the Company and Weichai and (iii) a Strategic Collaboration Agreement, dated as of March 20, 2017, with Weichai, and (b) in connection therewith, on or prior to the Weichai Closing Date (as defined below) will (i) enter into an Investor Rights Agreement with Weichai, (ii) authorize and adopt a Certificate of Designation of Series B Convertible Perpetual Preferred Stock of the Company and (iii) execute and issue a Warrant to Purchase Shares, and (2) the Founders (as defined below) will enter into on or prior to the Weichai Closing Date a Stock Pledge Agreement, among the Founders and Weichai, pursuant to which, among other things, the Company will issue and sell to Weichai, and Weichai will subscribe for and purchase from the Company, the Weichai Securities (as defined below) and the parties thereto will consummate the Weichai Transactions (as defined below);

WHEREAS, pursuant to the Weichai Transaction Documents (as defined below), the receipt of the Requisite Consents (as defined below) and the execution and effectiveness of this Third Supplemental Indenture are conditions to the consummation of the Weichai Closing Date and the consummation of the Weichai Transactions;

WHEREAS, the Company and the Guarantors desire to execute and deliver this Third Supplemental Indenture to the Indenture to, among other things, amend, certain provisions and covenants, and waive certain past Defaults (as defined in the Indenture), that may currently exist;

WHEREAS, the Company has solicited the Holders (as defined in the Indenture) to direct the Trustee to execute and deliver this Third Supplemental Indenture to the Indenture to effect the amendments to the Indenture contemplated hereby;

WHEREAS, pursuant to Section 9.02 of the Indenture, the parties hereto are authorized to execute and deliver this Third Supplemental Indenture to amend the Indenture with the consent of the Holders of all of the Securities Outstanding (the "**Requisite Consents**");

WHEREAS, Requisite Consents have been received from Holders of all the Securities Outstanding (as defined in the Indenture);

WHEREAS, the Trustee has received an Opinion of Counsel (as defined in the Indenture) and an Officers' Certificate (as defined in the Indenture) stating that the execution of this Third Supplemental Indenture (a) is permitted under the Indenture in accordance with Section 9.03 of the Indenture and (b) does not violate the provisions of any agreement or instrument evidencing any Indebtedness of the Company, any Guarantor or any other Restricted Subsidiary (as defined in the Indenture); and

WHEREAS, all other conditions precedent provided under the Indenture have been complied with to permit the Company, the Guarantors and the Trustee to enter into this Third Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company, the Guarantors and the Trustee mutually covenant and agree as follows for the equal and ratable benefit of the Holders as follows:

ARTICLE ONE
DEFINITIONS

Section 1.1 Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Indenture. The words "**herein**," "**hereof**" and "**hereby**" and other words of similar import used in this Third Supplemental Indenture and the Indenture refer to this Third Supplemental Indenture and the Indenture as a whole and not to any particular section hereof.

ARTICLE TWO
AMENDMENTS TO THE INDENTURE

Section 2.1 Amendments to the Definitions.

(a) Section 1.01 of the Indenture is amended to add the following defined terms:

"Certificate of Designation" means the Certificate of Designation of Series B Convertible Perpetual Preferred Stock of the Company authorized and adopted by the Company on or prior to the Weichai Closing Date, pursuant to which the Weichai Preferred Stock (as defined below) is issued as contemplated by the Weichai Share Purchase Agreement (as defined below), substantially in the form attached to the Third Supplemental Indenture as Exhibit A, as the same may be amended, supplemented, renewed, refinanced, replaced or otherwise modified from time to time in a manner that does not adversely affect the Holders of the Securities in any respect or the Company in any material respect.

"Founders" means (i) Gary Winemaster and (ii) Kenneth Winemaster.

"Permitted Holders" means (i) the Founders, (ii) Weichai, (iii) Weichai Parent, and (iv) any Affiliate of any of the foregoing listed in clauses (i), (ii) or (iii), provided that at least 75% of the Capital Stock of such Affiliate (by number and value) and 51% of the Voting Stock of such Affiliate (by voting power in the election of directors, managers or similar persons) is held by one or more of the foregoing listed in clauses (i), (ii) or (iii).

"Third Supplemental Indenture" means the Third Supplemental Indenture to this Indenture, dated as of March 31, 2017.

"Weichai" means Weichai America Corp., an Illinois corporation.

"Weichai Additional Warrant" means the "Additional Warrant" as defined in the Weichai Share Purchase Agreement issued to Weichai as contemplated by the Weichai Share Purchase Agreement, with substantially the same terms as the Weichai Warrant.

"Weichai Closing Date" means the "Closing Date" as defined in the Weichai Share Purchase Agreement.

"Weichai Investor Rights Agreement" means the Investor Rights Agreement between the Company and Weichai, to be entered into on or prior to the Weichai Closing Date, substantially in the form attached to the Third Supplemental Indenture as Exhibit B, as the same may be amended, supplemented, renewed, refinanced, replaced or otherwise modified from time to time in a manner that does not adversely affect the Holders of the Securities in any respect or the Company in any material respect.

"Weichai Parent" means Weichai Power Co., Ltd. (HK2338, SZ000338), the direct or indirect parent of Weichai.

"Weichai Pledge Agreement" means the Stock Pledge Agreement to be entered into on or prior to the Weichai Closing Date, among the Founders and Weichai, substantially in the form attached to the Third Supplemental Indenture as Exhibit C, as the same may be amended, supplemented, renewed, refinanced, replaced or otherwise modified from time to time in a manner that does not adversely affect the Holders of the Securities in any respect or the Company in any material respect.

"Weichai Preferred Stock" means the Series B Convertible Perpetual Preferred Stock of the Company is issued pursuant to the Certificate of Designation as contemplated by the Weichai Share Purchase Agreement.

"Weichai Securities" means the "Securities" as defined in the Weichai Share Purchase Agreement issued to Weichai as contemplated by the Weichai Share Purchase Agreement and the Weichai Additional Warrant.

"Weichai Share Purchase Agreement" means the Share Purchase Agreement, dated as of March 20, 2017, between the Company and Weichai, substantially in the form attached to the Third Supplemental Indenture as Exhibit D, as the same may be amended, supplemented, renewed, refinanced, replaced or otherwise modified from time to time in a manner that does not adversely affect the Holders of the Securities in any respect or the Company in any material respect.

"Weichai Shareholders Agreement" means the Shareholders Agreement, dated as of March 20, 2017, by and among the individuals listed on Exhibit A thereto, the Company and Weichai, substantially in the form attached to the Third Supplemental Indenture as Exhibit E, as the same may be amended, supplemented, renewed, refinanced, replaced or otherwise modified from time to time in a manner that does not adversely affect the Holders of the Securities in any respect or the Company in any material respect.

"Weichai Strategic Collaboration Agreement" means the Strategic Collaboration Agreement, dated as of March 20, 2017, between the Company and Weichai Parent, substantially in the form attached to the Third Supplemental Indenture as Exhibit F, as the same may be amended, supplemented, renewed, refinanced, replaced or otherwise modified from time to time in a manner that does not adversely affect the Holders of the Securities in any respect or the Company in any material respect.

"Weichai Transaction Documents" means, collectively, the Weichai Investor Rights Agreement, the Certificate of Designation, the Weichai Preferred Stock, the Weichai Share Purchase Agreement, the Weichai Shareholders Agreement, the Weichai Strategic Collaboration Agreement, the Weichai Warrant and the Weichai Pledge Agreement.

"Weichai Transactions" means the issuance and sale by the Company to Weichai, and the subscription for and purchase from the Company by Weichai, of the Weichai Securities, and the consummation of the other transactions contemplated by the Weichai Transaction Documents.

"Weichai Warrant" means the Warrant to Purchase Shares of Common Stock (as defined in the Indenture) to be issued on or prior to the Weichai Closing Date as contemplated by the Weichai Share Purchase Agreement, substantially in the form attached to the Third Supplemental Indenture as Exhibit G, as the same may be amended, supplemented, renewed, refinanced, replaced or otherwise modified from time to time in a manner that does not adversely affect the Holders of the Securities in any respect or the Company in any material respect.

(b) Section 1.01 of the Indenture is amended by amending the following defined terms as follows:

(i) The second sentence of the defined term "Asset Sale" in Section 1.01 of the Indenture is amended by (1) deleting the word "or" at the end of clause (J) thereof, (2) replacing the period at the end of clause (K) thereof with a comma and the word "or" and (3) adding a new clause (L) after clause (K) thereof, which new clause (L) shall read as follows: "(L) pursuant to (i) sales of inventory or parts, (ii) procurement, (iii) joint R&D and product development efforts, (iv) distribution and sales arrangements, (v) sharing of best practices, and (vi) licensing or collaboration arrangements relating to intellectual property and allocation of intellectual property rights, in each case, as contemplated by the Weichai Strategic Collaboration Agreement."

(ii) The defined term "Indebtedness" is amended to replace clause (1) of such defined term in its entirety as follows: "(1) all indebtedness of such Person for borrowed money or for the deferred purchase price of property or services, excluding any trade payables, operating leases and other accrued current liabilities arising pursuant to the Weichai Transaction Documents or arising in the ordinary course of business, but including, without limitation, all obligations, contingent or otherwise, of such Person in connection with any letters of credit issued under letter of credit facilities, acceptance facilities or other similar facilities."

(iii) The defined term "Permitted Investment" is amended by (1) deleting the word "and" at the end of clause (13) and deleting clause (14) thereof in its entirety, (2) adding a new clause (14) following clause (13) as follows: "Investments related to (i) sales of inventory or parts, (ii) procurement, (iii) joint R&D and product development efforts, (iv) distribution and sales arrangements, (v) sharing of best practices, and (vi) licensing or collaboration arrangements relating to intellectual property and allocation of intellectual property rights, in each case, as contemplated by the Weichai Strategic Collaboration Agreement; and" and (3) adding a new clause (15) following new clause (14) as follows: "(15) in addition to Investments pursuant to clauses (1) through (14) above, Investments in the aggregate not to exceed $5.0 million at any one time outstanding."

(c) Section 1.01 of the Indenture is amended to amend and restate the defined term, "Change of Control," in its entirety to read as follows:

"Change of Control" means the occurrence of any of the following events: (a) a merger or consolidation of the Company, or a transfer (in one transaction or a series of transactions) of all or substantially all of the assets of the Company or any Guarantor to any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act), other than a merger, consolidation, or other transaction which complies with the provisions described in Article Eight; (b) the liquidation or dissolution of the Company or any Guarantor or the adoption of a plan by the stockholders of the Company or any Guarantor relating to the dissolution or liquidation of the Company or such Guarantor, other than in a transaction which complies with the provisions described in Article Eight; (c) the acquisition by any Person or group (as such term is used in Section 13(d)(3) of the Exchange Act), other than the Permitted Holders, collectively, of beneficial ownership, directly or indirectly, of more than 35% of the voting power of the total outstanding Voting Stock of the Company; (d) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board of Directors of the Company (together with any new directors whose nomination for election or election was approved by a vote of at least a majority of the directors then still in office who were either directors at the beginning of such period or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors of the Company then still in office; or (e) the occurrence of any "change of control" (or similar term) as defined in the Existing Credit Agreement or other Credit Facility, in each case, as amended and in effect as of the date of the event in question; provided that, notwithstanding anything to the contrary contained herein, the authorization, execution, delivery and performance of the Weichai Transaction Documents and the transactions contemplated thereby, including, without limitation, the consummation of the Weichai Transactions and the issuance of the Weichai Securities and the appointment of members to the Board of Directors by Weichai pursuant thereto, shall not constitute a Change of Control.

Section 2.2 Permitted Indebtedness. Section 10.08(b) of the Indenture is amended by:

(1) amending and restating clause (xi) thereof in its entirety to read as follows: "(xi) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, earn outs, adjustments of purchase price or similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or a Restricted Subsidiary, and/or as contemplated by the Weichai Transaction Documents; provided, however, that such Indebtedness is not reflected on the balance sheet of the Company or any Restricted Subsidiary (contingent obligations referred to in a footnote to financial statements and not otherwise reflected on the balance sheet will not be deemed to be reflected on such balance sheet for purposes of this clause (xi)",

(2) replacing the period at the end of clause (xvi) of Section 10.08(b) with a semicolon and the word "and" and

(3) adding a new clause (xvii) after clause (xvi) as follows: "(xvii) (1) Indebtedness (in the form of Disqualified Capital Stock of the Company) under the Weichai Preferred Stock, including, without limitation, any Indebtedness (in the form of Disqualified Capital Stock) incurred pursuant to the accrual of dividends payable in kind with respect to such Disqualified Capital Stock, in an aggregate liquidation preference not to exceed $38,435,184 at any one time outstanding, (2) the Weichai Warrant and the Weichai Additional Warrant, each to the extent it constitutes Disqualified Capital Stock and the Weichai Preferred Stock issuable upon the exercise thereof pursuant to Section 5(e) of the Weichai Warrant or corresponding provision of the Weichai Additional Warrant, including, without limitation, any Indebtedness (in the form of Disqualified Capital Stock) incurred pursuant to the accrual of dividends payable in kind with respect to such Disqualified Capital Stock and (3) any Indebtedness (in the form of Indebtedness or Disqualified Capital Stock of the Company) incurred in any renewals, extensions, substitutions, refundings, refinancings or replacements (a "Weichai refinancing") of any of the foregoing described in subclauses (1) and (2) above, including any successive Weichai refinancings, in each case, such that the aggregate liquidation preference thereof is not increased to a liquidation preference in excess of the sum of (A) the liquidation preference of the Weichai Preferred Stock on the Weichai Closing Date, plus (B) the liquidation preference of the Weichai Preferred Stock issuable upon exercise of the Weichai Warrant and the Weichai Additional Warrant, plus (C) accrued and unpaid dividends on any such Weichai Preferred Stock, plus (D) the amount of premium or other payment actually paid at such time to complete such Weichai refinancing, plus (E) the amount of expense of the Company incurred in connection with such Weichai refinancing."

Section 2.3 Limitation on Restricted Payments. Section 10.09(a) of the Indenture is amended by amending and restating clause (i) thereof in its entirety to read as follows: "(i) declare or pay any dividend or make any distribution on any shares of the Company's Capital Stock (other than dividends or distributions payable solely in shares of its Qualified Capital Stock or in options, warrants or other rights to acquire shares of such Qualified Capital Stock);".

Section 2.4 Permitted Payment. Section 10.09(b) of the Indenture is amended by:

(1) replacing the reference to clause "(vii)" in the introductory language thereof with a reference to clause "(ix)",

(2) deleting the word "and" at the end of clause (vi) thereof,

(3) replacing the period at the end of clause (vii) thereof with a semicolon,

(4) adding a new clause (viii) after clause (vii) thereof, which new clause (viii) shall read as follows: "(viii) the redemption of Weichai Preferred Stock, plus accrued and unpaid dividends thereon, pursuant to Section 8(a) of the Certificate of Designations, or any Weichai refinancing of Weichai Preferred Stock permitted by clause (xvii) of Section 10.08(b) hereof; and"

(5) adding a new clause (ix) after new clause (viii) thereof, which new clause (ix) shall read as follows: "(ix) any payment (A) pursuant to Section 2(h) or 3(c) of the Weichai Warrant or any corresponding provision of the Weichai Additional Warrant and (B) in connection with any redemption of Weichai Preferred Stock, plus accrued and unpaid dividends thereon issuable upon exercise of the Weichai Warrant or the Weichai Additional Warrant or any Weichai refinancing of Weichai Preferred Stock, Weichai Warrant or Weichai Additional Warrant permitted by clause (xvii) of Section 10.08(b) hereof."

Section 2.5 Limitation on Transactions with Affiliates. Section 10.10 of the Indenture is amended by (1) deleting the word "and" at the end of clause (viii) of Section 10.10, (2) replacing the period at the end of clause (ix) of Section 10.10 with a semicolon and the word "and" and (3) adding a new clause (x) after clause (ix) as follows: "(x) any transactions contemplated by the Weichai Transaction Documents (as in effect when originally executed) and any renewals, amendments, supplements, modifications and other changes to such agreements which are not more adverse in any material respect to the Company than such transactions and agreements prior to such renewal, amendment, supplement, modification or change."

Section 2.6 Waiver of Certain Covenants; Preliminary Summary Financial Information.

(a) Notwithstanding the provisions of Sections 7.03 and 10.18 of the Indenture, the Holders agree that the Required Filing Date for (i) the Company's annual reports on Form 10-K (the "**Relevant 10-Ks**") for the years ended December 31, 2015 and December 31, 2016 and ending December 31, 2017 (the "**Relevant Fiscal Years**") and (ii) the Company's quarterly reports on Form 10-Q (the "**Relevant 10-Qs**") for the first three quarters of each of the Relevant Fiscal Years shall be the Required Filing Date for the Company's annual report on Form 10-K for the year ending December 31, 2017 (giving effect to any grace periods provided by Rule 12b-25 under the Exchange Act), provided that if the Company is able, with the use of commercially reasonable efforts, to file with the Commission any of the Relevant 10-Qs with respect to any of the first three quarters of the year ending December 31, 2017 at the Required Filing Date without giving effect to this Section 2.6(a) (the "**Original Required Filing Date**"), it shall file such Relevant 10-Q (and all subsequent Relevant 10-Qs) with the Commission on the Original Required Filing Date for any such Relevant 10-Q. The Company shall use all commercially reasonable efforts to file with the Commission all of the Relevant 10-Ks and all of the Relevant 10-Qs as soon as practicable; provided that, to the extent the Commission does not require the filing of any Relevant 10-Qs with respect to fiscal quarters ending during the years ended December 31, 2015 or December 31, 2016, the Company shall not be required to file such Relevant 10-Qs, and there shall be no Required Filing Date with respect to any such Relevant 10-Qs.

(b) The Company agrees to use all commercially reasonable efforts to furnish to the Commission on Form 8-K, as soon as practicable, preliminary, unaudited summary consolidated financial information with respect to the Company's and its consolidated Subsidiaries' financial condition and results of operations ("**Preliminary Summary Financial Information**") as of and for the years ended December 31, 2015 and 2016. The Company agrees to use all commercially reasonable efforts to furnish to the Commission on Form 8-K, as soon as practicable after the end of each of the quarters ending March 31, 2017, June 30, 2017 and September 30, 2017, Preliminary Summary Financial Information as of and for the relevant quarter. The Company shall not be required to comply with this Section 2.6(b) with respect to any annual or quarterly fiscal period for which it has previously filed a Relevant 10-K or Relevant 10-Q (as the case may be).

(c) The Holders hereby waive any Defaults occurring prior to the date of this Third Supplemental Indenture, under Sections 7.03, 10.18 and 10.19 of the Indenture, with respect to the failure to file with the Trustee and the Commission, deliver to the Trustee, or make available, any of the Relevant 10-Ks or Relevant 10-Qs, and or the failure to deliver to the Trustee any written statement or Officers' Certificate with respect to the compliance or failure to comply with such requirements, in each case prior to the date of this Third Supplemental Indenture.

Section 2.7 Extension of Maturity of the Securities. The Maturity of the Securities is hereby extended from May 1, 2018 to January 1, 2019 and all references in the Indenture and the Securities to a Maturity of May 1, 2018 shall be amended to read "January 1, 2019."

ARTICLE THREE
MISCELLANEOUS

Section 3.1 Effectiveness. This Third Supplemental Indenture shall become binding and effective upon execution. The provisions of Article Two of this Third Supplemental Indenture shall become operative upon payment of (a) the Consent Fee (as defined in the Letter Agreement (the "**Consent Agreement**"), dated as of the date hereof, among the Company, Osterweis Strategic Income Fund and Osterweis Strategic Investment Fund) and the Expenses (as defined in the Consent Agreement) and (b) the reasonable fees and expenses of the Trustee (including, but not limited to, the reasonable, out-of-pocket legal fees and expenses), as evidenced to the Trustee by an Officers' Certificate. Upon execution and delivery of this Third Supplemental Indenture and once the provisions of Article Two of this Third Supplemental Indenture have become operative, the Indenture shall be modified, amended and supplemented in accordance with this Third Supplemental Indenture, and all the terms and conditions

of both shall be read together as though they constitute one instrument, except that, in the case of conflict, the provisions of this Third Supplemental Indenture will control. In the case of a conflict between the terms and conditions contained in the Securities and those contained in the Indenture, as modified, amended and supplemented by this Third Supplemental Indenture, the provisions of the Indenture, as modified, amended and supplemented by this Third Supplemental Indenture, shall control.

Section 3.2 Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Third Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

Section 3.3 Severability. In case any provision in this Third Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 3.4 Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS THIRD SUPPLEMENTAL INDENTURE.

Section 3.5 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS THIRD SUPPLEMENTAL INDENTURE, THE INDENTURE, THE SECURITIES, THE GUARANTEES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 3.6 Counterparts. The parties may sign any number of copies of this Third Supplemental Indenture (including by electronic transmission). Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Third Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of any original Third Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, PDF or electronic transmission shall be deemed to be their original signatures for all purposes.

Section 3.7 Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.8 Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guarantors and the Company.

[**SIGNATURE PAGES FOLLOW**]

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed and attested, all as of the date first above written.

The Company and the Guarantors:

POWER SOLUTIONS INTERNATIONAL, INC.
THE W GROUP, INC.
POWER SOLUTIONS, INC.
PROFESSIONAL POWER PRODUCTS, INC.
POWER GREAT LAKES, INC.
AUTO MANUFACTURING, INC.
TORQUE POWER SOURCE PARTS, INC.
POWER PRODUCTION, INC.
POWER GLOBAL SOLUTIONS, INC.
PSI INTERNATIONAL, LLC
XIS YNC LLC
POWER PROPERTIES, L.L.C.
POWERTRAIN INTEGRATION ACQUISITION, LLC
BI –PHASE TECHNOLOGIES, LLC

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: Chief Executive Officer

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Francine Kincaid
Name: Francine Kincaid
Title: Vice President

[*Signature Page to Third Supplemental Indenture*]

Exhibit A

Certificate of Designation

Filed as Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2017 and incorporated herein by reference.

Exhibit B

Weichai Investor Rights Agreement

Filed as Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2017 and incorporated herein by reference.

Exhibit C

Weichai Pledge Agreement

STOCK PLEDGE AGREEMENT

THIS STOCK PLEDGE AGREEMENT (this "**Agreement**"), dated as of March 31, 2017, is made by and among Gary Winemaster and Kenneth Winemaster (each a "**Pledgor**" and together, the "**Pledgors**"), in favor of Weichai America Corp., a company organized under the laws of the State of Illinois (the "**Secured Party**").

WHEREAS, the Secured Party and Power Solutions International, Inc., a Delaware corporation (the "**Company**") have entered into that certain Share Purchase Agreement dated as of March 20, 2017 (the "**Share Purchase Agreement**"), pursuant to which, among other things, the Company has agreed to issue and sell to the Secured Party certain securities of the Company on the terms and conditions set forth therein; and

WHEREAS, this Agreement is being entered into by the parties hereto in connection with the transactions contemplated under the Share Purchase Agreement and it is a condition to the obligations of the Secured Party under the Share Purchase Agreement that the Pledgors execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) Unless otherwise specified herein, all references to Sections herein are to Sections of this Agreement. Capitalized terms used but not defined herein shall have the meaning set forth in the Share Purchase Agreement

(b) Unless otherwise defined herein or in the Share Purchase Agreement, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Agreement, the following terms shall have the following meanings:

"**Pledge Effective Time**" means the first anniversary of the date hereof, provided that at such time the Company has failed to obtain Stockholder Approval.

"**Pledged Shares**" means (i) with respect to Gary Winemaster, 2,000,000 shares of Company Common Stock beneficially owned (within the meaning of Rule 13d-3 under the Securities and Exchange Act of 1934, as amended) by Gary Winemaster, and (ii) with respect to Kenneth Winemaster, 2,180,545 shares of Company Common Stock beneficially owned (within the meaning of Rule 13d-3 under the Securities and Exchange Act of 1934, as amended) by Kenneth Winemaster.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of Delaware or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Pledged Shares, the Uniform Commercial Code as in effect from time to time in such state.

2. Pledge. Each Pledgor hereby pledges, assigns and grants to the Secured Party, and hereby creates a continuing first priority lien and security interest in favor of the Secured Party in and to such Pledgor's Pledged Shares.

3. Secured Obligation. The Pledged Shares secure the obligation of the Company to effect the Stockholder Approval under the Stock Purchase Agreement, the Investor Rights Agreement and the Certificate of Designation for the Series B Redeemable Preferred Stock.

4. UCC Filings. Each Pledgor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Pledged Shares, without the signature of the Pledgor where permitted by law. Each Pledgor shall execute all such applications and other instruments as may be reasonably required by Secured Party in connection with securing the Pledged Shares or perfecting any Lien (including any UCC filings) on the Pledged Shares.

5. Representations and Warranties. Each Pledgor represents and warrants as follows:

a) This Agreement has been duly executed and delivered by such Pledgor and the execution, delivery and performance of this Agreement by such Pledgor and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Pledgor and no other actions or proceedings on the part of such Pledgor are necessary to authorize this Agreement or to consummate the transactions contemplated hereby;

b) Assuming due authorization, execution and delivery by the Secured Party and the other Pledgor, this Agreement shall constitute a legal, valid and binding agreement of such Pledgor, enforceable against such Pledgor in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law);

c) (i) such Pledgor (A) will (immediately prior to the Pledge Effective Time) be the beneficial owner of, and will have good and valid title to, its Pledged Shares, in each case, free and clear of Liens other than as created by this Agreement and the Shareholder Agreement, and (B) has the sole or shared voting power, power of disposition, and power to demand dissenter's rights, in each case with respect to all of the Pledged Shares beneficially owned by it, with no limitations, qualifications, or restrictions on such rights, subject to applicable United States federal securities Laws, the laws of the State of Delaware and the terms of this Agreement and the Shareholder Agreement; (ii) except pursuant to this Agreement and the Shareholder Agreement, there are no options, warrants or other rights, agreements, arrangements or commitments of any character to which

such Pledgor is a party relating to the pledge, disposition or voting of any of its Pledged Shares, (iii) the Pledged Shares are not be subject to any voting trust agreement or other Contract to which such Pledgor is a party restricting or otherwise relating to the voting or transfer of the Pledged Shares other than this Agreement and the Shareholder Agreement; (iv) such Pledgor has not Transferred (as defined below) any Pledged Shares or any interests therein pursuant to any Derivative Transaction (as defined below); and (v) such Pledgor has not appointed or granted any proxy or power of attorney that is still in effect with respect to any Pledged Shares, except as contemplated by this Agreement and the Shareholder Agreement;

d) except for the applicable requirements of the Exchange Act, neither the execution, delivery or performance of this Agreement by such Pledgor nor the consummation of the transactions contemplated hereby, nor compliance by such Pledgor with any of the provisions hereof shall (A) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on property or assets of such Pledgor pursuant to any Contract to which such Pledgor is a party or by which such Pledgor or any property or asset of such Pledgor is bound or affected, or (B) violate any order, writ, injunction, decree, statute, rule or regulation applicable to such Pledgor or any of such Pledgor's properties or assets;

e) as of the date hereof, there is no Action pending against such Pledgor or, to the knowledge of such Pledgor, any other person or, to the knowledge of such Pledgor, threatened against such Pledgor or any other person that restricts or prohibits (or, if successful, would restrict or prohibit) the performance by such Pledgor of its obligations under this Agreement;

f) The pledge, assignment and delivery of the Pledged Shares pursuant to this Agreement will create a valid first priority lien on and a first priority perfected security interest in the Pledged Shares pledged by Pledgor; and

g) such Pledgor understands and acknowledges that the Secured Party is entering into the Share Purchase Agreement in reliance upon such Pledgor's execution, delivery and performance of this Agreement.

6. Dividends; Voting Rights; Taxes.

a) The Secured Party agrees that, until the Pledge Effective Time, the Pledgors shall remain the record owner of the Pledged Shares, and the Pledgors may, to the extent the Pledgors have such right as holders of the Pledged Shares, vote and give consents, ratifications and waivers with respect thereto.

b) The Secured Party agrees that the Pledgors may, until the Pledge Effective Time, receive and retain all dividends and other distributions with respect to the Pledged Shares.

c) Immediately following the Pledge Effective Time, each Pledgor shall, at the request of the Secured Party, either (i) (A) deliver to the Secured Party certificates evidencing the Pledged Shares, accompanied by stock powers duly executed in blank and (B) grant all necessary proxies and/or written consents to authorize the Secured Party to vote on 590,703 shares of Common Stock held by Pledgors on all matters submitted to a vote at any meeting of the stockholders, adjournment, postponement or continuation thereof; or (ii) execute all necessary proxies and/or written consents to authorize the Secured Party to vote the Pledged Shares on all matters submitted to a vote at any meeting of the stockholders, adjournment, postponement or continuation thereof, until the Stockholder Approval is obtained.

d) Subject to Section 4, effective following the Pledge Effective Time, each Pledgor hereby, by execution of this Agreement, appoints the Secured Party as such Pledgor's true and lawful attorney-in-fact, with full power of substitution, to act in such Pledgor's capacity in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in the Secure Party's discretion, for the purpose of signing and delivering all documents and taking such other action as the Secured Party shall deem necessary or advisable to give effect to the applicable provisions of the Stock Pledge Agreement which are triggered by the occurrence of the Pledge Effective Time.

e) Following the Pledge Effective Time, the Secured Party shall be entitled to exercise its voting and other consensual rights with respect to the Pledged Shares and otherwise exercise the incidents of ownership thereof in any manner not inconsistent with this Agreement or the Shareholder Agreement. Following the Pledge Effective Time, cash dividends or other distributions made or other proceeds in respect of the Pledged Shares (other than any securities of the Company), to the extent permitted under the Certificate of Designations, Investor Rights Agreement and Shareholders Agreement, shall be held by the Secured Party in trust for the applicable Pledgor.

f) The parties understand and agree that prior to Pledge Effective Time, each Pledgor will be treated as the owner of its Pledged Shares for all tax purposes and will take no position, on any tax return or otherwise, that is inconsistent therewith.

7. Transfers.

a) Each of the Pledgors agrees that, from the date hereof until the Pledge Effective Time, it shall not, directly or indirectly, (a) offer for sale, sell (constructively or otherwise), transfer, assign, tender in any tender or exchange offer, pledge, grant, encumber, hypothecate or similarly dispose of (by merger, testamentary disposition, operation of law or otherwise) (collectively, "**Transfer**"), either voluntarily or involuntarily, or enter into any Contract, option or other arrangement or understanding with respect to the Transfer of, any Pledged Shares or any interest therein, including, without limitation, any swap transaction, option, warrant, forward purchase or sale transaction, futures transaction, cap transaction,

floor transaction, collar transaction or any other similar transaction (including any option with respect to any such transaction) or combination of any such transactions, in each case involving any Pledged Shares (any such transaction, a "**Derivative Transaction**"), (b) deposit any Pledged Shares into a voting trust or enter into a voting agreement or arrangement or grant any proxy or power of attorney with respect thereto that is inconsistent with the Shareholder Agreement and this Agreement, (c) convert or exchange, or take any action which would result in the conversion or exchange of, any Pledged Shares, (d) knowingly take any action that would make any representation or warranty of such Pledgor set forth herein untrue or incorrect or have the effect of preventing, disabling, or delaying him from performing any of his obligations under this Agreement or that is intended to impede, frustrate, interfere with, delay, postpone, adversely affect or prevent the consummation of the transactions contemplated under this Agreement or the performance by each Pledgor of his obligations under this Agreement, or (e) agree (whether or not in writing) to take any of the actions referred to in the foregoing clauses (a), (b), (c) or (d) of this Section 7(a).

b) The Secured Party agrees that, except as permitted under this Agreement, it will not sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Pledged Shares.

8. Additional Covenants. Each Pledgor shall:

(a) agree, prior to the termination of this Agreement, not to knowingly take any action that would make any representation or warranty of such Pledgor contained in this Agreement untrue or incorrect in any material respect or have or could reasonably be expected to have the effect of preventing, impeding or interfering with or adversely affecting the performance by such Pledgor of its obligations under this Agreement; and

(b) agree to permit the Secured Party to publish and disclose in any beneficial ownership reports filed with the SEC in accordance with Section 13 or Section 16 of the Exchange Act (or otherwise required under applicable securities laws or the rules of any applicable stock exchange), the nature of such Pledgor's commitments, arrangements and understandings under the this Agreement.

9. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived unless the same shall be in writing and signed by the Secured Party and the Pledgors, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

10. Addresses For Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Shareholder Agreement, and addressed to the respective parties at their addresses as specified therein or as to either party at such other address as shall be designated by such party in a written notice to each other party.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. No Waiver; Cumulative Remedies. Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its remedies hereunder, and no waiver by Secured Party shall be valid unless in writing and signed by Secured Party, and then only to the extent therein set forth. A waiver by Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any further occasion. No course of dealing between any Pledgor and Secured Party and no failure to exercise, nor any delay in exercising on the part of Secured Party, any right, power or privilege hereunder or under the Transaction Documents shall impair such right or remedy or operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

13. Successors. This Agreement and all obligations of each Pledgor hereunder shall be binding upon the successors and assigns of such Pledgor, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party and its successors and assigns, except that such Pledgor shall not have any right to assign its rights or obligations under this Agreement or any interest herein without the prior written consent of Secured Party. Without limiting the generality of the immediately preceding sentence, Secured Party may assign or otherwise transfer its rights and obligations under this Agreement to any other Person, and such other Person shall thereupon become vested with all of the benefits in respect thereof granted to Secured Party herein or otherwise. Upon any such assignment of transfer, all references in this Agreement to Secured Party shall mean the assignee of Secured Party.

14. Termination; Release. Upon Stockholder Approval, (a) all of Pledgors' obligations under this Agreement will terminate, (b) all Liens and security interests granted under this Agreement shall be released, (c) the Pledged Shares and any other property then held as part of the collateral in accordance with the provisions of this Agreement (including any monies at the time held by the Secured Party hereunder) shall be returned to the Pledgors or to such other Person as shall be legally entitled thereto, (d) any proxies granted pursuant to this Agreement shall automatically terminate without any further action by any person, and (e) all representations and warranties of Pledgor contained in this Agreement shall terminate.

15. Possession of Pledged Shares. Beyond the exercise of reasonable care to assure the safe custody of the Pledged Shares in the physical possession of Secured Party pursuant hereto, neither Secured Party nor any nominee of Secured Party shall have any duty or liability to collect any sums due in respect thereof or to protect, preserve or exercise any rights pertaining thereto (including any duty to ascertain or take action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to the Pledged Shares and any duty to take any necessary steps to preserve rights against any parties with respect to the Pledged Shares), and shall be relieved of all responsibility for the Pledged Shares upon surrendering them to Pledgor. Pledgor assumes the responsibility for being and keeping itself informed of the financial

condition of the Company and of all other circumstances bearing upon the risk relating to failure to obtain stockholder approval of the matters required prior to the Pledge Effective Time, and Secured Party shall have no duty to advise Pledgor of information known to Secured Party regarding such condition or any such circumstance. Secured Party shall have no duty to inquire into the powers of any company or their respective officers, directors or agents thereof acting or purporting to act on their behalf except where reliance by Secured Party on the direction of a Person purporting to act on behalf of any company would amount to gross negligence or willful misconduct.

16. Survival of Representations. Subject to Section 14, all representations and warranties of Pledgor contained in this Agreement shall survive the execution and delivery of this Agreement.

17. Taxes and Expenses. Each Pledgor will, upon demand, pay to Secured Party, (a) any taxes (excluding income taxes, franchise taxes or other taxes levied on gross earnings, profits or the like of Secured Party) due and payable or ruled due and payable by any federal or state authority in respect of this Agreement, together with interest and penalties, if any, and (b) all reasonable expenses, including the reasonable fees and expenses of counsel, of Secured Party to the extent (i) incurred by the Secured Party due to such Pledgor's failure to perform or observe any provisions of this Agreement and (ii) the incurrence of such expenses are necessary for the Secured Party to exercise any of its rights or enforce any of such Pledgor's obligations under this Agreement.

18. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW.

19. Dispute Resolution.

(a) Any and all disputes which cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or non-performance of this Agreement (including the validity, scope and enforceability of this arbitration provision) shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the London Court of International Arbitration ("**LCIA Rules**") by one or more arbitrators appointed in accordance with the LCIA Rules (the "**Arbitral Tribunal**");

(b) The arbitration shall be conducted by a sole arbitrator unless either party objects, in which case the arbitration shall be conducted by a panel of three arbitrators. Where the arbitration is to be conducted by a sole arbitrator, the parties shall attempt to agree upon the selection of the sole arbitrator. If they cannot reach agreement within 30 days from the commencement of the arbitration, the sole arbitrator shall be appointed by the Court of the LCIA (the "**LCIA Court**") in accordance with the LCIA Rules. Where the arbitration is to be conducted by a panel of three arbitrators, each party shall nominate one arbitrator and the two party-nominated arbitrators shall then select the chairman of the Arbitral Tribunal. If the two party-nominated arbitrators are unable to do so within 30 days after the

commencement of the arbitration or any mutually agreed extension thereof, the chairman shall be selected by the LCIA Court in accordance with the LCIA Rules;

(c) The place of arbitration shall be London;

(d) The language of the arbitration shall be English;

(e) Each arbitrator shall be licensed to practice law in New York;

(f) Each party shall have the right to apply to any court of competent jurisdiction and/or to the Arbitral Tribunal for an order or award of interim, provisional or conservatory measures in order to maintain the status quo or to protect its rights or property pending arbitration pursuant to this Agreement or for the purpose of compelling a party to arbitrate and seeking temporary or preliminary relief in aid of an arbitration hereunder, and any such application shall not be deemed incompatible with, or a waiver of, the parties' agreement to arbitrate;

(g) The Arbitral Tribunal shall have power to take whatever interim measures it deems necessary, including injunctive relief, specific performance and other equitable relief;

(h) The award rendered by the Arbitral Tribunal shall be final and binding between the parties and not subject to appeal or other recourse; and

(i) Recognition and enforcement of any award rendered by the Arbitral Tribunal may be sought in any court of competent jurisdiction.

20. Notice. Except as may be otherwise provided herein, any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally; (b) upon receipt, when sent by email (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (c) one (1) Business Day after deposit with an internationally recognized overnight courier service; in each case properly addressed to the party to receive the same. The addresses for such communications shall be:

If to Secured Party:
Weichai America Corp.
Attention: Victory Liu
3100 Golf Road Rolling Meadows, Illinois 60008
Email: victor.liu@weichaiamerica.com

with a copy (which shall not constitute notice) to:

King & Wood Mallesons
20th Floor, East Tower, World Financial Center
1 Dongsanhuan Zhonglu, Chaoyang District Beijing 100020
People's Republic of China
Attention: Xu Ping
Email: xuping@cn.kwm.com

and

O'Melveny & Myers LLP
37th Floor, Yin Tai Centre, Office Tower
No. 2 Jianguomenwai Avenue, Beijing 100022
People's Republic of China
Attention: Ke Geng and Nima Amini
Email: kgeng@omm.com; namini@omm.com

If to Gary Winemaster:

Email: Gary.Winemaster@psiengines.com

If to Kenneth Winemaster:

Email: Kenneth.Winemaster@psiengines.com

21. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement constitutes the entire contract among the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Stock Pledge Agreement as of the date and year first above written.

WEICHAI AMERICA CORP.

By: _____
Name: _____
Title: _____

[Signature Page to Stock Pledge Agreement]

GARY WINEMASTER

By: _____

KENNETH WINEMASTER

By: _____

[Signature Page to Stock Pledge Agreement]

Exhibit D

Weichai Share Purchase Agreement

Filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2017 and incorporated herein by reference.

Exhibit E

Weichai Shareholders Agreement

Filed as Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2017 and incorporated herein by reference.

Exhibit F

Weichai Strategic Collaboration Agreement

Filed as Exhibit 10.5 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2017 and incorporated herein by reference.

Exhibit G

Weichai Warrant

Filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on March 27, 2017 and incorporated herein by reference.

Exhibit 10.1

THIRD AMENDMENT, CONSENT AND WAIVER TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THIS THIRD AMENDMENT, CONSENT AND WAIVER TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") is entered into as of March 31, 2017 by and among the lenders identified on the signature pages hereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as "Lenders"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), **POWER SOLUTIONS INTERNATIONAL, INC.**, a Delaware corporation ("Parent"), **PROFESSIONAL POWER PRODUCTS, INC.**, an Illinois corporation ("PPPI"), **POWERTRAIN INTEGRATION ACQUISITION, LLC**, an Illinois limited liability company ("PIA"), **BI-PHASE TECHNOLOGIES, LLC**, a Minnesota limited liability company ("Bi-Phase"; Parent, PPPI, PIA and Bi-Phase are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), and each of the parties listed on the signature pages hereto as Loan Parties (together with Parent and Borrowers, collectively, jointly and severally, "Loan Parties" and each, individually, a "Loan Party").

WHEREAS, Borrowers, Agent, and Lenders are parties to that certain Second Amended and Restated Credit Agreement dated as of June 28, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Events of Default described on Exhibit A exist (collectively, the "Specified Events of Default");

WHEREAS, Borrowers have requested that Agent and Lenders consent to the prepayment in full of the Term Loan Debt with $60,000,000 of such prepayment funded with the proceeds of the Equity Issuance (defined below) and $12,766,009.64 funded with proceeds of Revolving Loans;

WHEREAS, Borrowers have requested that Agent and Lenders consent to (a) the issuance of (a) 2,728,752 shares of "Company Common Stock" (as defined in that certain Share Purchase Agreement dated as of March 20, 2017, by and between Parent and Weichai America Corp., an Illinois corporation (the "Purchaser"), as amended or otherwise modified from time to time (the "Share Purchase Agreement")), (b) 2,385,624 shares of "Series B Preferred Stock" (as defined in the Share Purchase Agreement), which shall be convertible into 4,771,248 shares of Company Common Stock upon the "Stockholder Approval" (as defined in the Share Purchase Agreement), and (c) the "2018 Warrant" and "Additional Warrants" (each as defined in the Share Purchase Agreement), under and in accordance with the Share Purchase Agreement and the other "Transaction Documents" as defined therein in exchange for $60,000,000 (the "Equity Issuance") and (b) the application of the full amount of the proceeds of the Equity Issuance to the repayment of the Term Loan Debt; and

WHEREAS, Borrowers, Agent and Lenders have agreed to modify the Credit Agreement, waive the Specified Events of Default and consent to the Equity Issuance, in each case subject to the terms and provisions hereof;

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement.

2. Consent. Subject to the satisfaction of the conditions set forth in Section 7 below and in reliance upon the representations and warranties of Borrowers set forth in Section 8 below, Lenders hereby (a) consent to (i) the prepayment in full of the Term Loan Debt and (ii) the Equity Issuance, but only so long as the Net Cash Proceeds received by Parent is at least $60,000,000 and the Term Loan Debt is contemporaneously repaid in full with such Net Cash Proceeds and $12,766,009.64 of Revolving Loans, and (b) waives the requirement set forth in Section 2.3(a)(ii) of the Credit Agreement to provide a request for Borrowing by 12:00 noon one Business Day prior to the proposed Borrowing to be made on the date of this Amendment. This is a limited consent and shall not be deemed to constitute a consent to any other modification of the Loan Documents, and shall not be deemed to prejudice any right or rights which Agent or the Lenders may now have or may have in the future under or in connection with any Loan Documents or any of the instruments or agreements referred to therein, as the same may be amended from time to time.

3. Amendments to Credit Agreement. Subject to the satisfaction of the conditions set forth in Section 7 below and in reliance upon the representations and warranties of the Loan Parties set forth in Section 8 below, the Credit Agreement is amended as follows:

(a) Section 1.4 of the Credit Agreement is hereby amended to delete the last sentence thereof in its entirety.

(b) Section 2.1(a)(ii)(A) of the Credit Agreement is hereby amended to replace the phrase “Maximum Revolver Amount” with the phrase “Adjusted Maximum Revolver Amount.”

(c) Section 2.3(d)(ii) of the Credit Agreement is hereby amended to replace the phrase “Maximum Revolver Amount” with the phrase “Adjusted Maximum Revolver Amount.”

(d) Section 2.3(d)(iv) of the Credit Agreement is hereby amended to replace the second reference to the phrase “Maximum Revolver Amount” with the phrase “Adjusted Maximum Revolver Amount.”

(e) Section 2.4(b) of the Credit Agreement is hereby amended to delete the phrase “Subject, in all respects, to the Intercreditor Agreement:”.

(f) Section 2.4(e)(ii) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(ii) **Dispositions**. Within 1 Business Day of the date of receipt by Parent or any of its Subsidiaries of the Net Cash Proceeds of any voluntary or involuntary sale or disposition by Parent or any of its Subsidiaries of assets (including casualty losses or condemnations but excluding sales or dispositions which qualify as Permitted Dispositions under clauses (a), (b), (c), (d), (e), (i), (j), (k), (l), (m), or (n) of the definition of Permitted Dispositions, Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(f)(ii) in an amount equal to 100% of such Net Cash Proceeds (including condemnation awards and payments in lieu thereof) received by such Person in connection with such sales or dispositions; provided that so long as (A) no Default or Event of Default shall have occurred and is continuing or would result therefrom, (B) such Borrower shall have given Agent prior written notice of such Borrower's intention to apply such monies to the costs of replacement of the properties or assets that are the subject of such sale or disposition or the cost of purchase or construction of other assets useful in the business of Loan Parties, (C) the monies are held in a Deposit Account in which Agent has a perfected first-priority security interest, and (D) Loan Parties complete such replacement, purchase, or construction within 180 days (or 365 days in the case of any involuntary disposition resulting from a casualty loss or condemnation) after the initial receipt of such monies, then the Person whose assets were the subject of such disposition shall have the option to apply such monies to the costs of replacement of the assets that are the subject of such sale or disposition or the costs of purchase or construction of other assets useful in the business of such Loan Party unless and to the extent that such applicable period shall have expired without such replacement, purchase, or construction being made or completed, in which case, any amounts remaining in the Deposit Account referred to in clause (C) above shall be paid to Agent and applied in accordance with Section 2.4(f)(ii); provided, that no Borrower nor any of its Subsidiaries shall have the right to use such Net Cash Proceeds to make such replacements, purchases, or construction in excess of $2,000,000 in any given fiscal year. Nothing contained in this Section 2.4(e)(ii) shall permit Parent or any of its Subsidiaries to sell or otherwise dispose of any assets other than in accordance with Section 6.4.

(g) Section 2.4(e)(iii) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(iii) **Extraordinary Receipts**. Within 3 Business Days of the date of receipt by Parent or any of its Subsidiaries of any Extraordinary Receipts, Borrowers shall prepay the outstanding principal amount of the Obligations in accordance with Section 2.4(f)(ii) in an amount equal to 100% of such Extraordinary Receipts, net of any reasonable out-of-pocket expenses incurred in collecting such Extraordinary Receipts.

(h) Section 2.11(b)(ii) of the Credit Agreement is hereby amended to replace the phrase "Maximum Revolver Amount" with the phrase "Adjusted Maximum Revolver Amount."

(i) Section 3.2(a) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(a) the representations and warranties of Loan Parties contained in this Agreement (other than Sections 4.8 and 4.12 with respect to the facts and circumstances set forth in the RSM Letter until such time as the audited annual financials for the fiscal year of Parent ending December 31, 2016 have been delivered) or in the other Loan Documents shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date of such extension of credit, as though made on and as of such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date); and

(j) Section 4.2(b)(iv) of the Credit Agreement is hereby amended to delete the phrase "the Term Loan Documents and."

(k) Section 4.4(b) of the Credit Agreement is hereby amended to delete the phrase ", the prior preferred Lien of Term Loan Agent in the Term Loan Priority Collateral pursuant to the terms of the Intercreditor Agreement".

(l) Section 4.31 of the Credit Agreement is hereby amended to delete the phrase "Term Loan Documents and" in the heading thereof and "the Term Loan Documents" therein.

(m) Section 5.11 of the Credit Agreement is hereby amended to delete the phrase "and to the prior preferred Lien of Term Loan Agent in the Term Priority Collateral pursuant to the terms of the Intercreditor Agreement."

(n) Section 6.5(b)(i) of the Credit Agreement is hereby amended by deleting the phrase ", the Term Loan Documents."

(o) Section 6.5(b)(iii)(B) of the Credit Agreement is hereby amended by deleting the phrase ", and to the extent not inconsistent therewith, under the Term Loan Documents."

(p) Section 6.6(a)(i)(C) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(C) [**Intentionally Omitted**]

(q) Section 6.6(a)(i)(E) of the Credit Agreement is hereby amended and restated in its entirety as follows:

(E) [**Intentionally Omitted**]

(r) Section 6.14 of the Credit Agreement is hereby amended to delete the phrase "the Term Loan Documents and."

(s) Section 8.14 of the Credit Agreement is hereby amended and restated in its entirety as follows:

8.14. [**Intentionally Omitted**].

(t) The definition of "ABL Borrowing Base" set forth in Schedule 1.1 of the Credit Agreement is hereby deleted in its entirety.

(u) Section 15.11(a)(i) of the Credit Agreement is hereby amended to delete the phrase "subject to the Intercreditor Agreement."

(v) Section 17.5 of the Credit Agreement is hereby amended by deleting the last sentence thereof.

(w) The definition of "Adjusted Maximum Revolver Amount" is hereby added to Schedule 1.1 of the Credit Agreement in appropriate alphabetical order as follows:

"Adjusted Maximum Revolver Amount" means the Maximum Revolver Amount less the Availability Block.

(x) The definition of "Availability Block" is hereby added to Schedule 1.1 of the Credit Agreement in appropriate alphabetical order as follows:

"Availability Block" means an amount equal to $25,000,000.

(y) The definition of "Borrowing Base" set forth in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"Borrowing Base" means, as of any date of determination, the result of:

(a) 85% of the amount of Eligible Accounts, less the amount, if any, of the Dilution Reserve, plus

(b) the lesser of (A) the product of 70% multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible Finished Goods Inventory at such time, and (B) the product of 85% multiplied by the Net Recovery Percentage identified in the most recent inventory appraisal ordered and obtained by Agent multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible Finished

Goods Inventory (such determination may be made as to different categories of Eligible Finished Goods Inventory based upon the Net Recovery Percentage applicable to such categories) at such time, plus

(c) the lesser of (A) the product of 70% multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible Raw Materials Inventory at such time, and (B) the product of 85% multiplied by the Net Recovery Percentage identified in the most recent inventory appraisal ordered and obtained by Agent multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible Raw Materials Inventory (such determination may be made as to different categories of Eligible Raw Materials Inventory based upon the Net Recovery Percentage applicable to such categories) at such time, plus

(d) the lowest of

(i) $5,000,000,

(ii) the lesser of (A) the product of 70% multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible WIP Inventory at such time, and (B) the product of 85% multiplied by the Net Recovery Percentage identified in the most recent inventory appraisal ordered and obtained by Agent multiplied by the value (calculated at the lower of cost or market on a basis consistent with Borrowers' historical accounting practices) of Eligible WIP Inventory (such determination may be made as to different categories of Eligible WIP Inventory based upon the Net Recovery Percentage applicable to such categories) at such time, minus

(e) all other reserves, if any, established by Agent under Section 2.1(c) of the Agreement.

(z) The definition of "Availability Reserve" set forth in Schedule 1.1 of the Credit Agreement is hereby deleted in its entirety.

(aa) Clause (e) of the definition of "Change of Control" set forth in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(e) [**Intentionally Omitted**].

(bb) Clause (f) of the definition of "Eligible Accounts" set forth in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(f) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States, or (ii) is not organized under the laws of the United States or any state thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality,

or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless the Account is supported by an irrevocable letter of credit reasonably satisfactory to Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Agent and is directly drawable by Agent and the aggregate amount of such Accounts covered by such letters of credit does not exceed $4,000,000; provided, however, that such Accounts not supported by a letter of credit shall not be excluded from Eligible Accounts in an aggregate amount not to exceed $5,000,000 as a result of this clause (f) to the extent that the Account Debtor is Hyundai Group, Doosan Corporation, Anhui Heli Co., Ltd., non-United States subsidiaries of Hyster-Yale Materials Handling or Oil Lift Australia,

(cc) Clause (i) of the definition of "Eligible Accounts" set forth in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(i) Accounts with respect to an Account Debtor whose total obligations owing to Borrowers exceed 20% (such percentage, as applied to a particular Account Debtor, being subject to reduction by Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates) of all Eligible Accounts (or, if the Account Debtor is Freightliner Trucks (a division of Daimler Trucks North America LLC), Bandit Industries, Inc., Kohler Co., Hyster-Yale Materials Handling or Mitsubishi-Caterpillar Forklifts of America, Inc., 25% of all Eligible Accounts), to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, that, in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,

(dd) The definition of "Funded Indebtedness" set forth in Schedule 1.1 of the Credit Agreement is hereby amended to delete the phrase ", the Term Loan Debt."

(ee) The definition of "Maturity Date" set forth in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"Maturity Date" means the earliest of (a) the Specified Date and (b) 90 days prior to the final maturity of the Notes Debt.

(ff) The definition of "Maximum Revolver Amount" set forth in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"Maximum Revolver Amount" means $65,000,000, decreased by the amount of reductions in the Revolver Commitments made in accordance with Section 2.4(c) of the Agreement.

(gg) Clause (B) in the parenthetical to clause (a)(i) of the definition of "Net Cash Proceeds" set forth in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(B) [**Intentionally Omitted**] and

(hh) The definition of "Permitted Holders" set forth in Schedule 1.1 to the Credit Agreement is hereby amended and restated in its entirety as follows:

"Permitted Holders" means Gary Winemaster, Kenneth Winemaster and Weichai America Corp.

(ii) Clause (v) of the definition of "Permitted Indebtedness" set forth in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(v) [**Intentionally Omitted**].

(jj) Clause (u) of the definition of "Permitted Liens" set forth in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(u) [**Intentionally Omitted**].

(kk) The definition of "Reserves" set forth in Schedule 1.1 of the Credit Agreement is hereby amended by deleting the phrase "the Availability Reserve" and inserting "and" before clause (b) thereof and deleting clause (c).

(ll) The definition of "Specified Date" is hereby added to Schedule 1.1 to the Credit Agreement in appropriate alphabetical order as follows:

"Specified Date" means March 31, 2018; provided, that if on or before December 1, 2017 the "Series B Preferred Stock" (as defined in that certain Share Purchase Agreement dated as of March 20, 2017, by and between Parent and Weichai America Corp., an Illinois corporation, as amended or otherwise modified from time to time (the "Share Purchase Agreement")) has not been converted into "Company Common Stock" (as defined in the Share Purchase Agreement), "Specified Date" means February 15, 2018.

(mm) The definition of Triggering Event set forth in Schedule 1.1 of the Credit Agreement is hereby amended by replacing clause (B)(y) thereof with:

(y) $8,125,000

(nn) Schedule C-1 to the Credit Agreement is hereby replaced with Schedule C-1 attached hereto.

(oo) Schedule 4.14 of the Credit Agreement is hereby amended to add the following:

Amounts owing under that certain Memorandum of Agreement, dated as of December 4, 2014, among VSE Corporation and Wheeler Bros., Inc., on the one hand, and Power Solutions, Inc., on the other hand.

(pp) Schedule 5.1 to the Credit Agreement is hereby amended by amending and restating the time periods applicable to clauses (g), (h), (i) and (j) thereof as follows:

as soon as available, but in any event within 90 days after the end of each of Parent's fiscal years (or, with respect to the fiscal year ending December 31, 2016, within 90 days after the end of Parent's fiscal year ending December 31, 2017),

(qq) Schedule 5.1 to the Credit Agreement is hereby amended by amending and restating clause (m) thereof as follows:

(m) [**Intentionally Omitted**].

(rr) Schedule 5.2 to the Credit Agreement is hereby amended to replace the phrase "Trigger Date" with "Triggering Event."

4. Waiver. Subject to the satisfaction of the conditions set forth in Section 7 below and in reliance upon the representations and warranties set forth in Section 8 below, Agent and Lenders hereby waive the Specified Events of Default. For the avoidance of doubt, the foregoing waivers shall not be deemed to be a waiver of any other existing or hereafter arising Defaults or Events of Default or any other deviation from the express terms of the Credit Agreement or any other Loan Document. This is a limited waiver and shall not be deemed to constitute a consent or waiver of any other term, provision or condition of the Credit Agreement or any other Loan Document, as applicable, or to prejudice any right or remedy that Agent or any Lender may now have or may have in the future under or in connection with the Credit Agreement or any other Loan Document.

5. Continuing Effect. Except as expressly set forth in Section 2 of this Amendment, nothing in this Amendment shall constitute a modification or alteration of the terms, conditions or covenants of the Credit Agreement or any other Loan Document, or a waiver of any other terms or provisions thereof, and the Credit Agreement and the other Loan Documents shall remain unchanged and shall continue in full force and effect, in each case as amended hereby.

6. Reaffirmation and Confirmation. Each Loan Party hereby ratifies, affirms, acknowledges and agrees that the Credit Agreement and the other Loan Documents represent the valid, enforceable and collectible obligations of such Loan Party, and further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Credit Agreement or any other Loan Document. Each Loan Party hereby agrees that this Amendment in no way acts as a release or relinquishment of the Liens and rights securing payments of the Obligations. The Liens and rights securing payment of the Obligations are hereby ratified and confirmed by the Loan Parties in all respects.

7. Conditions to Effectiveness of Amendment. This Amendment shall become effective as of the date first written above upon the satisfaction of the following conditions precedent:

(a) Each party hereto shall have executed and delivered this Amendment to Agent;

(b) Borrowers shall have paid to Agent the Amendment Fee (as defined below);

(c) Borrowers shall have received Net Cash Proceeds of at least $60,000,000 from the Equity Issuance;

(d) The Term Loan Debt shall have been paid in full or, shall be paid in full contemporaneously with the effectiveness of this Amendment;

(e) Excess Availability after giving effect to the repayment of the Term Loan Debt and the fees and expenses to be paid in connection with this Amendment shall be at least $20,000,000;

(f) All proceedings taken in connection with the transactions contemplated by this Amendment and all documents, instruments and other legal matters incident thereto shall be reasonably satisfactory to Agent and its legal counsel; and

(g) No Default or Event of Default (other than the Specified Events of Default) shall have occurred and be continuing.

8. Representations and Warranties. In order to induce Agent and Lenders to enter into this Amendment, each Loan Party hereby represents and warrants to Agent and Lenders, after giving effect to this Amendment:

(a) All representations and warranties contained in the Credit Agreement (other than Sections 4.8 and 4.12 with respect to the facts and circumstances set forth in the RSM Letter) and the other Loan Documents are true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date);

(b) No Default or Event of Default (other than the Specified Events of Default) has occurred and is continuing; and

(c) This Amendment and the Credit Agreement, as amended hereby, constitute legal, valid and binding obligations of such Loan Party and are enforceable against such Loan Party in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

9. Other Agreements.

(a) Borrowers, Agent and Lenders agree that the Obligations shall bear interest at the Default Rate set forth in Section 2.6(c) of the Credit Agreement until Borrowers deliver to Agent audited financial statements for the fiscal year ending December 31, 2016 as required under Schedule 5.1 to the Credit Agreement.

(b) Within 30 days following the date hereof (or such later date as Agent shall agree to in its sole discretion), Borrowers shall cause new Control Agreements with respect to the Deposit Accounts to be executed and delivered to Agent.

(c) Until such time as senior management reasonably acceptable to Agent has been engaged by Borrowers, Borrowers shall retain Huron Consulting as its financial advisor on similar or expanded terms of its engagement as of the date hereof.

(d) Within 30 days following the date hereof (or such later date as Agent shall agree to in its sole discretion), Borrowers shall cause Huron Consulting to deliver updated projections through March 31, 2018 in form and substance satisfactory to Agent, which projections are on a month by month basis and include an income statement, balance sheet, cash flow statement and availability projections.

(e) Commencing April 7, 2017, Borrowers shall cause Huron Consulting to deliver on a weekly basis a rolling thirteen (13) week cash flow forecast of Borrowers (each such forecast, a "13 Week Forecast") that (1) includes, without limitation, projected expenses, disbursements, collections, and loan balances of Borrowers, (2) provides such detail on a day-by-day basis for the immediately upcoming week, and (3) is otherwise in form and substance acceptable to Agent, along with a variance report comparing the actual results for the prior week to the forecasted results for such week as set forth in the immediately preceding cash flow forecast, in each case until such time as senior management reasonably acceptable to Agent has been engaged by Borrowers, and thereafter the 13 Week Forecast will be delivered by Borrowers.

Failure of Borrowers to satisfy any of the covenants in this Section 9 shall constitute an Event of Default.

10. Miscellaneous.

(a) Amendment Fee. In consideration of entering into this Amendment, Borrowers shall pay to Agent, for the benefit of each Lender, an amendment fee equal to $675,000 (the "Amendment Fee"), which fee shall be payable, fully earned and non-refundable as of the effectiveness of this Amendment.

(b) Expenses. Borrowers agree to pay on demand all Lender Group Expenses of Agent in connection with the preparation, negotiation, execution, delivery and administration of this Amendment in accordance with the terms of the Credit Agreement.

(c) Governing Law. This Amendment shall be a contract made under and governed by, and construed in accordance with the internal laws of the State of Illinois.

(d) Counterparts. This Amendment may be executed in any number of counterparts, and by the parties hereto on the same or separate counterparts, and each such counterpart, when executed and delivered, shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Delivery of an executed signature page of this Amendment by facsimile transmission or electronic photocopy (i.e. "pdf") shall be effective as delivery of a manually executed counterpart hereof.

11. Release. In consideration of the agreements of Agent and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Loan Party, on behalf of itself and its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and Lenders, and their successors and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, each Lender and all such other Persons being hereinafter referred to collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known as of the date of this Amendment, both at law and in equity, which each Loan Party, or any of its respective successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, in each case for or on account of, or in relation to, or in any way in connection with any of the Credit Agreement, or any of the other Loan Documents or transactions thereunder or related thereto.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized and delivered as of the date first above written.

BORROWERS:

POWER SOLUTIONS INTERNATIONAL, INC.,
a Delaware corporation

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

PROFESSIONAL POWER PRODUCTS, INC.,
an Illinois corporation

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

POWERTRAIN INTEGRATION ACQUISITION, LLC, an Illinois limited liability company

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

BI-PHASE TECHNOLOGIES, LLC, a Minnesota limited liability company

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

LOAN PARTIES:

THE W GROUP, INC., a Delaware corporation

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

POWER SOLUTIONS, INC., an Illinois corporation

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

POWER GREAT LAKES, INC., an Illinois corporation

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

AUTO MANUFACTURING, INC., an Illinois corporation

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

TORQUE POWER SOURCE PARTS, INC.,
an Illinois corporation

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

POWER PROPERTIES, L.L.C., an Illinois limited liability company

By: The W Group, Inc., as sole managing member

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

POWER PRODUCTION, INC.,
an Illinois corporation

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

POWER GLOBAL SOLUTIONS, INC., an Illinois corporation

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

PSI INTERNATIONAL, LLC, an Illinois limited liability company

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

XISYNC LLC, an Illinois limited liability company

By: The W Group, Inc., as sole managing member

By: /s/ Gary Winemaster
Name: Gary Winemaster
Title: President and Chief Executive Officer

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Agent, as Lead Arranger, as Book Runner, and as a Lender

By: /s/ Brian Hynds
Name: Brian Hynds
Title: Vice President

EXHIBIT A

Specified Events of Default

1. An Event of Default under Section 8.2(a) of the Credit Agreement resulting from the failure by Borrowers to comply with Schedule 5.1(c) of the Credit Agreement.

2. An Event of Default under Section 8.7 of the Credit Agreement resulting from the failure of the representations and warranties made by Borrowers under Section 4.8 and Section 4.12 of the Credit Agreement to be true in all material respects as of the date of issuance or making or deemed making thereof with respect to the facts and circumstances set forth in the RSM Letter.

3. An Event of Default under Section 8.6 and Section 8.14 of the Credit Agreement resulting from any "Event of Default" arising under the Term Loan Credit Agreement in connection with the Events of Default described in Items 1 and 2 above.

Schedule C-1

Commitments

Lender	Revolver Commitment Amount	Revolver Commitment Percentage
Wells Fargo Bank, National Association	$ 65,000,000	100%

Exhibit 99.1

Power Solutions International, Inc.
201 Mittel Dr.
Wood Dale, IL 60191
www.psiengines.com

POWER SOLUTIONS INTERNATIONAL ANNOUNCES CLOSING OF STRATEGIC INVESTMENT AND COLLABORATION AGREEMENT WITH WEICHAI AMERICA CORP.

PSI board enhanced through the addition of two board members from Weichai; Shaojun Sun becomes chairman of the board of directors

PSI's financial position strengthened through Weichai's $60 million equity investment and the successful modification of its debt structure

WOOD DALE, IL April 3, 2017 – Power Solutions International, Inc. ("PSI" or the "Company") (Nasdaq: PSIX), a leader in the design, engineer and manufacture of emissions-certified, alternative-fuel power systems, announced the closing of a share purchase agreement with Weichai America Corp. ("Weichai America"), a fully owned subsidiary company of Weichai Power Co., Ltd. (HK2338, SZ000338) ("Weichai"). Under the terms of the previously announced agreement Weichai America is investing $60 million in PSI through a combination of newly issued common equity and preferred shares. The two companies also entered into a strategic collaboration agreement under which they will work together to accelerate market opportunities for each company's respective product lines across various geographic and end user segments.

Board Member Additions/Governance

PSI's board of directors has been increased to seven members with the appointment of Shaojun Sun and Jiang Kui, two individuals designated by Weichai America, as directors. Mr. Sun was also named chairman of the board of directors succeeding Gary Winemaster who has relinquished the role.

Mr. Shaojun Sun, aged 51, is an executive director and executive president of Weichai Power Co., Ltd. Mr. Sun joined Weifang Diesel Engine Factory in 1988 and has held the positions of supervisor of the engineering department, the chief engineer of Weifang Diesel Engine Factory, and director of Torch Automobile Group Co., Ltd. Mr. Sun is currently a director of Weichai Group Holdings Limited and Weichai Heavy-duty Machinery Co., Ltd. Mr. Sun is a researcher-grade senior engineer and holds a doctorate degree in engineering. He was appointed as Taishan Mountain scholar specialist by Shandong People's Government.

Mr. Jiang Kui, aged 53, was appointed as a non-executive director of Weichai Power Co., Ltd. on June 29, 2012. He has held various positions including engineer and deputy general manager of Assembly Department of Shandong Bulldozer General Factory, deputy general manager of Shantui Import and Export Company, deputy director, director of manufacturing department, deputy general manager and director of Shantui Engineering Machinery Co., Ltd., deputy general manager of Shandong Engineering Machinery Group Co., Ltd., executive deputy general manager and vice chairman of Weichai Group Holdings Limited, chairman of Shanzhong Jianji Co., Ltd. and director of Shandong Heavy Industry Group Co., Ltd. He is now the president of Shandong Heavy Industry Group Co., Ltd. He is a senior engineer and holds an MBA degree.

Strengthened Financial Position and Modified Capital Structure

The Company used its $60 million of Weichai equity investment proceeds combined with borrowings on its amended $65 million asset-based revolving credit facility with Wells Fargo Bank, NA, to retire and satisfy a $60 million term loan with a lender. The fully committed $65 million credit facility with Wells Fargo Bank, NA, matures in March 2018 and as of March 31, 2017, approximately $17.6 million was drawn. Concurrent with the Weichai investment, PSI obtained the necessary amendments, consents and waivers from its lenders. Additionally, the Company extended the maturity of its $55.0 million 6.50% Senior Notes to January 2019. Through this series of transactions PSI has significantly strengthened its financial condition through the addition of equity, reduction of debt and the extension of maturities, which has resulted in a stronger overall capital structure supporting growth expectations. To accomplish this, PSI realigned its lending group relationships and it is pleased with the support it received from current lending partners. The Company looks forward to executing on its growth plan and believes that the new capital structure has appropriately positioned PSI for future success.

About Power Solutions International, Inc.

Power Solutions International, Inc. (PSI or the Company) is a leader in the design, engineer and manufacture of emissions-certified, alternative-fuel power systems. PSI provides integrated turnkey solutions to leading global original equipment manufacturers in the industrial and on-road markets. The Company’s unique in-house design, prototyping, engineering and testing capacities allow PSI to customize clean, high-performance engines that run on a wide variety of fuels, including natural gas, propane, biogas, gasoline and diesel.

PSI develops and delivers powertrains purpose built for the Class 3 through Class 7 medium duty trucks and buses for the North American and Asian markets, which includes work trucks, school and transit buses, terminal tractors, and various other vocational vehicles. In addition, PSI develops and delivers complete industrial power systems that are used worldwide in stationary and mobile power generation applications supporting standby, prime, distributed generation, demand response, and co-generation power (CHP) applications; and mobile industrial applications that include forklifts, aerial lifts, industrial sweepers, aircraft ground support, arbor, agricultural and construction equipment. For more information on PSI, visit www.psiengines.com.

About Weichai

Founded in 2002, Weichai Power Co., Ltd. (Weichai) is the largest car parts and power system conglomerate in China. It controls dozens of quality companies including Shaanxi Heavy-duty Motor Company Limited, Shaanxi Fast Gear Co., Ltd., Zhuzhou Torch Spark Plug Co., Ltd. and DH Services Luxembourg Holding S.à.r.l. Weichai's business covers four major segments: complete vehicles, powertrains, hydraulics and parts and components, and it formulates one of the most complete and the most competitive industry chains in China. Weichai is listed on the Main Board of the Stock Exchange of Hong Kong and on the Shenzhen Stock Exchange. For more information on Weichai, visit www.weichai.com.

Weichai America Corp. (Weichai America), headquartered in Chicago, IL, is a fully owned subsidiary company of Weichai Power Co., Ltd.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements, regarding the current expectations of the Company about its prospects and opportunities. These forward-looking statements are covered by the "Safe Harbor for Forward-Looking Statements" provided by the Private Securities Litigation Reform Act of 1995. The Company has tried to identify these forward looking statements by using words such as "expect," "contemplate," "anticipate," "estimate," "plan," "will," "would," "should," "forecast," "believe," "outlook, " "guidance," "projection," "target" or similar expressions, but these words are not the exclusive means for identifying such statements. The Company cautions that a number of risks, uncertainties and other factors could cause the Company's actual results to differ materially from those expressed in, or implied by, the forward-looking statements, including, without limitation, the final results of the Audit Committee's internal review as it impacts the Company's accounting, accounting policies and internal control over financial reporting; the reasons giving rise to the resignation of the Company's prior independent registered public accounting firm; the time and effort required to complete the restatement of the affected financial statements and amend the related Form 10-K and Form 10-Q filings; the Nasdaq Hearing Panel's decision and inability to file delinquent periodic reports within the deadlines imposed by Nasdaq and the potential delisting of the Company's Common Stock from Nasdaq and any adverse effects resulting therefrom; the subsequent discovery of additional adjustments to the Company's previously issued financial statements; the timing of completion of necessary re-audits, interim reviews and audits by the new independent registered public accounting firm; the timing of completion of steps to address and the inability to address and remedy, material weaknesses; the identification of additional material weaknesses or significant deficiencies; risks relating to the substantial costs and diversion of personnel's attention and resources deployed to address the financial reporting and internal control matters and related class action litigation; the impact of the resignation of the Company's former independent registered public accounting firm on the Company relationship with its lender and trade creditors and the potential for defaults and exercise of creditor remedies and the implications of the same for its strategic alternatives process; the impact of the previously disclosed investigation initiated by the SEC and any related or additional governmental investigative or enforcement proceedings. Actual events or results may differ materially from the Company's expectations. The Company's forward-looking statements are presented as of the date hereof. Except as required by law, the Company expressly disclaims any intention or obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise.

Actual events or results may differ materially from the Company's expectations. For a detailed discussion of factors that could affect the Company's future operating results, please see the Company's filings with the Securities and Exchange Commission, including the disclosures under "Risk Factors" and "Cautionary Note Regarding Forward-Looking Statements" in those filings. Except as expressly required by the federal securities laws, the Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, changed circumstances or future events or for any other reason.

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