
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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 22, 2023

Power Solutions International, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-35944
(Commission
File Number)

33-0963637
(I.R.S. Employer
Identification No.)

201 Mittel Drive, Wood Dale, Illinois 60191
(Address of Principal Executive Offices, and Zip Code)

(630) 350-9400
Registrant's Telephone Number, Including Area Code

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 communication 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	-	-

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On March 22, 2023, Power Solutions International, Inc. (the “Company”) entered into the Second Amendment to Strategic Collaboration Agreement (the “Amendment”), which amends the Strategic Collaboration Agreement, dated March 20, 2017 and the subsequent First Amendment to Strategic Collaboration Agreement dated March 26, 2020 (collectively, the “Collaboration Agreement”) with Weichai Power Co., Ltd. (“Weichai Power”), an affiliate of Weichai America Corp. (together, “Weichai”). The Amendment extends the terms and obligations under the Collaboration Agreement until March 20, 2026, with the option to extend the Collaboration Agreement through mutual agreement of the parties within two months of the expiration of the term. All other terms of the Collaboration Agreement remain unchanged.

Weichai is currently the Company’s largest stockholder holding 51.2% of the Company’s outstanding common stock as of March 22, 2023. The original Strategic Collaboration Agreement was entered into in conjunction with a Share Purchase Agreement, dated March 20, 2017, between the Company and Weichai, and a Shareholder Agreement, dated March 20, 2017, between the Company and Weichai.

The foregoing description of the Amendment does not purport to be complete and is subject to and qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibits 10.1 on this Form 8-K- and is incorporated herein by reference.

Section 9 – Financial Statements and Exhibits.**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Second Amendment to Strategic Collaboration Agreement, dated as of March 22, 2023, by and between the Company and Weichai Power.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Power Solutions International, Inc.

Dated: March 24, 2023

By: /s/ Xun Li
Xun Li
Chief Financial Officer

Second Amendment to Strategic Collaboration Agreement

between

Weichai Power Co, Ltd.

and

Power Solutions International, Inc.

This Second Amendment to Strategic Collaboration Agreement (the "Second Amendment") is made and entered into as of March 22, 2023 by and between

- (1) Weichai Power Co, Ltd., a company limited by shares incorporated under the laws of the People's Republic of China and registered with the State Administration for Industry and Commerce under registration no. 370000400003581, having its business address at Section A, 197, Fu Shou East Street, High Technology Industrial Development Zone, Weifang, Shandong Province, the People's Republic of China, Postal Code: 261061 ("**Weichai**"); and
- (2) Power Solutions International, Inc. a corporation constituted and validly existing in accordance with the laws of the State of Delaware, USA, with its primary headquarter in 201 Mittel Drive Wood Dale IL U.S.A. 60191 ("**PSI**").

Weichai and PSI are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- (A) The Parties entered into a Strategic Collaboration Agreement dated as of March 20, 2017 (the "Agreement"), which expires on March 20, 2020.
- (B) The Parties entered into a First Amendment to Strategic Collaboration Agreement dated as of March 26, 2020 (the "First Amendment"), which expires on March 20, 2023.
- (C) The Parties have notified each other of their intentions to extend the term under the Agreement and to further extend the Agreement.
- (D) The Parties desire to make certain amendments to the Agreement to extend the term under the provisions as herein provided.

NOW, THEREFORE, in consideration of the promises contained herein and intending to be legally bound, the Parties agree as follows:

1. Definitions All capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Agreement.
2. Section 10.1 of the Agreement shall be amended as follows:

The Term of the Agreement shall be extended an additional three (3) years starting from March 20, 2023 and until March 20, 2026. Within two (2) months prior to the end of the term or the extension thereof, the Parties may mutually agree on the extension of this Agreement and depending on the status on each of the Collaboration Project, the Parties may mutually agree on amending the terms and conditions of this Agreement to be applied for the next extension term.

3. Section 11.3 of the Agreement shall be amended as follows:

All notices, requests, claims, demands and other communications under this Agreement shall be in writing in Chinese and English and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses:

To Weichai: Weichai Power Co, Ltd
Attn.: Executive President
Section A, 197, Fu Shou East Street
High Technology Industrial Development Zone
Weifang, Shandong Province
The People's Republic of China
Postal Code: 261061
Fax: +86 5368 231074

To Weichai US: Weichai America Corp.
Attention: President
3100 Golf Road Rolling Meadows
IL 60008

To PSI: Power Solutions International, Inc.
Attention: Chief Executive Officer
201 Mittel Dr.
Wood Dale IL 60191

This Agreement is written in English. The English version shall be binding on the Parties.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Agreement to be duly executed on their behalf by their duly authorized officer as of the date first written above.

WEICHAI POWER CO., LTD.

represented by:

By: /s/ Guo Shenggang
Name: Guo Shenggang
Title: Executive President

POWER SOLUTIONS INTERNATIONAL, INC.

represented by:

By: /s/ Constantine Xykis
Name: Constantine Xykis
Title: CEO & CTO