

**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 26, 2020

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.

Section 1 – Registrant’s Business and Operations

Item 1.01. Entry into a Material Definitive Agreement.

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

Weichai is currently the Company’s largest stockholder holding 51.4% of the Company’s outstanding common stock as of March 26, 2020. The 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 Collaboration Agreement was entered into in order to achieve the respective strategic objectives and enhance the strategic cooperation alliance to share experiences, expertise and resources among the Company and Weichai Power. Among other things, the Collaboration Agreement established a joint steering committee, permitted Weichai Power to second a limited number of certain technical, marketing, sales, procurement and finance personnel to work at the Company and established several collaborations, related to stationary natural-gas applications and Weichai Power diesel engines. The Collaboration Agreement provides for the steering committee to create various sub-committees with operating roles and otherwise governs the treatment of intellectual property of parties prior to the collaboration and the intellectual property developed during the collaboration.

The foregoing descriptions of the Amendment and the Collaboration Agreement do not purport to be complete and are subject to and qualified in their entirety by reference to the full texts of such agreements, copies of which are filed as Exhibits 10.1 on this Form 8-K, and Exhibit 10.5 on the Form 8-K filed by the Company on March 27, 2017, respectively, and are 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	<u>First Amendment to Strategic Collaboration Agreement, dated as of March 26, 2020, by and between the Company and Weichai Power.</u>

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: April 1, 2020

By: /s/ Charles F. Avery, Jr.

Name: Charles F. Avery, Jr.

Title: Chief Financial Officer

**First Amendment to Strategic Collaboration
Agreement**

between

Weichai Power Co, Ltd.

and

Power Solutions International, Inc.

This First Amendment to Strategic Collaboration Agreement (the "First Amendment") is made and entered into as of March 26, 2020 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 have notified each other of their intentions to extend the term under the Agreement and to further extend the Agreement.
- (C) 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, 2020 and until March 20, 2023. 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 First 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/ Shao Sidong
Name: Shao Sidong
Title: President

POWER SOLUTIONS INTERNATIONAL, INC.

represented by:

By: /s/ John P. Miller
Name: John P. Miller
Title: CEO