

SUNPOWER CORP
Form 424B5
July 27, 2007

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Filed Pursuant to Rule 424(b)(5)
Registration No. 333-140272

CALCULATION OF REGISTRATION FEE CHART

Title of each class of securities to be registered	Amount to be registered/maximum offering price per unit/maximum aggregate offering price	Amount of registration fee
Senior Convertible Debentures due 2027	\$225,000,000	\$6,908(1)
Class A Common Stock, par value \$0.001 per share	(2)	(2)

(1) The filing fee of \$6,908 is calculated in accordance with Rule 457(o) and Rule 457(r) of the Securities Act of 1933, as amended (the "Securities Act") and relates to the registration statement on Form S-3 (File No. 333-140272) filed by SunPower Corporation. Includes \$6,140 previously paid on July 19, 2007. Additionally, \$261 of the filing fee is being offset against a corresponding overpayment by the Company made on July 19 and July 20, 2007 in connection with the Company's concurrent offering of shares of its common stock pursuant to this registration statement.

(2) There are also being registered hereby an indeterminate number of shares of class A common stock into which the debentures may be converted. Pursuant to Rule 457(i), no separate registration fee is payable where securities and securities into which conversion is offered are registered at the same time and no additional consideration is payable upon conversion.

PROSPECTUS SUPPLEMENT
(To Prospectus dated January 29, 2007)

\$200,000,000

0.75% Senior Convertible Debentures due 2027

This is an offering by SunPower Corporation of \$200,000,000 aggregate principal amount of its 0.75% Senior Convertible Debentures due 2027.

The debentures will be convertible, at your option, into cash and, if applicable, shares of our class A common stock initially at a conversion rate of 12.1599 shares per \$1,000 principal amount of debentures (equivalent to an initial conversion price of approximately \$82.2375 per share), subject to adjustment as described in this prospectus supplement, at any time on or prior to the close of business on the business day immediately preceding the maturity date only under the following circumstances:

prior to August 1, 2025, on any date during any fiscal quarter beginning after September 30, 2007 (and only during such fiscal quarter) if the closing sale price of our class A common stock was more than 125% of the then current conversion price for at least 20 trading days in the period of the 30 consecutive trading days ending on the last trading day of the previous fiscal quarter;

at any time on or after August 1, 2025;

with respect to any debentures called for redemption, until the close of business on the business day prior to the redemption date;

during a specified period if we distribute to all holders of our class A common stock rights or warrants entitling them to purchase, for a period of 45 calendar days or less, shares of our class A common stock at a price less than the average closing sale price for the ten trading days preceding the declaration date for such distribution;

during a specified period if we distribute to all holders of our class A common stock, cash or other assets, debt securities or rights to purchase our securities, which distribution has a per share value exceeding 10% of the closing sale price of our class A common stock on the trading day preceding the declaration date for such distribution;

during a specified period if a fundamental change occurs; or

during the five consecutive business-day period following any five consecutive trading-day period in which the trading price for the debentures for each day during such five trading-day period was less than 98% of the closing sale price of our class A common stock period multiplied by the then current conversion rate.

Upon conversion, we will deliver cash and shares of our class A common stock, if any, based on a daily conversion value (as described herein), calculated on a proportionate basis for each day of the 20 trading day conversion period. See "Description of the Debentures Conversion Rights Conversion Procedures Settlement Upon Conversion." In the event of certain types of fundamental changes, we will increase the conversion rate by a number of additional shares as described herein.

The debentures will bear interest at a rate of 0.75% per year, payable on February 1 and August 1 of each year, commencing February 1, 2008. The debentures will mature on August 1, 2027.

We may redeem some or all of the debentures on or after August 1, 2010, for cash at a redemption price equal to 100% of the principal amount, plus accrued and unpaid interest, of debentures redeemed.

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You may require us to repurchase all or a portion of your debentures on August 1, 2010, August 1, 2015, August 1, 2020 and August 1, 2025 at a cash repurchase price equal to 100% of the principal amount plus accrued and unpaid interest. In addition, you may require us to repurchase all or a portion of your debentures upon a fundamental change at a cash repurchase price equal to 100% of the principal amount plus accrued and unpaid interest.

The debentures will be our senior unsecured obligations. As of April 1, 2007, we and our subsidiaries had \$200.0 million of senior indebtedness outstanding, which was not secured and which will rank *pari passu* with the debentures, and approximately \$240.3 million of other liabilities outstanding (excluding any prepayment obligations for polysilicon, ingots or wafers).

Concurrently with this offering of debentures, we are offering, by means of a separate prospectus supplement and accompanying prospectus, 4,250,000 shares of our class A common stock, 1,800,000 of which are being borrowed by an affiliate of Credit Suisse Securities (USA) LLC, a managing underwriter in this offering, and 2,450,000 of which are being underwritten by the underwriters of this offering and offered to the public at a price of \$64.50 per share. We refer to the portion of the concurrent class A common stock offering for which we will receive cash proceeds as the "underwritten equity offering." We estimate that the net proceeds from the sale of shares by us in the underwritten equity offering, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, will be \$152.1 million, assuming the underwriters' overallotment option in that offering is not exercised. We will not receive any proceeds from the borrowing of class A common stock by the affiliate of Credit Suisse Securities (USA) LLC, but we will receive from that affiliate a nominal lending fee for the use of those shares. See "Description of Share Lending Agreement" and "Underwriting." This affiliate has agreed to use the borrowed shares to facilitate the establishment by investors in the debentures, and certain other of our securities, of hedge positions in such securities. Up to 400,000 of the borrowed shares may be used to facilitate such transactions on a delayed basis at any time prior to the termination of the agreement relating to the borrowed shares.

Our class A common stock is listed on The Nasdaq Global Market under the symbol "SPWR." The last reported sale price of our class A common stock on July 25, 2007 was \$65.76 per share.

We do not intend to apply for listing of the debentures on any securities exchange or for inclusion of the debentures in any automated quotation system.

Investing in the debentures involves risks. See "Risk Factors" beginning on page S-16 of this prospectus supplement and on page 4 of the accompanying prospectus.

	<u>Per Debenture</u>	<u>Total</u>
Price to the public (1)	100%	\$ 200,000,000
Underwriting discounts and commission	2.0%	\$ 4,000,000
Proceeds to SunPower (before expenses)	98.0%	\$ 196,000,000

(1) Plus accrued interest, if any, from July 31, 2007.

We have granted the underwriters a 30-day option to purchase up to an additional \$25,000,000 aggregate principal amount of debentures on the same terms and conditions set forth above if the underwriters sell more than \$200,000,000 aggregate principal amount of debentures.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying prospectus. Any representation to the contrary is a criminal offense.

Credit Suisse Securities (USA) LLC, on behalf of the underwriters, expects to deliver the debentures on or about July 31, 2007.

Joint Book-Running Managers

LEHMAN BROTHERS

CREDIT SUISSE

MORGAN STANLEY

DEUTSCHE BANK SECURITIES

COWEN AND COMPANY

July 25, 2007

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ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of this offering and risks related to an investment in the debentures. The second part, the accompanying prospectus, gives more general information, some of which may not apply to this offering, and a discussion of risks our business faces. If the description of this offering of debentures varies between this prospectus supplement and the accompanying prospectus, you should rely only on the information contained or incorporated by reference in this prospectus supplement.

You should rely only on the information contained or incorporated by reference in this prospectus supplement, the accompanying prospectus and any free writing prospectus prepared by or on behalf of us. We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted.

You should assume that the information appearing in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference is accurate only as of the respective dates of those documents in which the information is contained. Our business, financial condition, results of operations and prospects may have changed since any of those respective dates. You should read this entire prospectus supplement, as well as the accompanying prospectus and the documents incorporated by reference that are described under "Where You Can Find More Information" in this prospectus supplement and the accompanying prospectus before making your investment decision. Unless otherwise indicated herein, the information in this prospectus supplement assumes no exercise of the underwriters' option to purchase additional debentures described herein.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus supplement and the accompanying prospectus, and the documents incorporated by reference herein, may contain forward-looking statements that involve risks and uncertainties. You can identify such forward-looking statements by the use of terms such as "expect," "believe," "may," "could," "estimate," "intend" or similar words or phrases. All such statements, other than statements of historical fact, are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21B of the Securities Exchange Act of 1934, as amended, or the Exchange Act. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements include, but are not limited to, statements about the timing of construction and completion of our manufacturing facilities, the expected capacity of our manufacturing facilities and our anticipated supply of raw materials, including polysilicon, our competitive strengths, our strategy, our preliminary, unaudited financial results for the three months ended July 1, 2007 and the accounting treatment of the portion of our concurrent offering of class A common stock which relates to our loan of shares of class A common stock to Credit Suisse International.

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PROSPECTUS SUPPLEMENT SUMMARY

This summary highlights information contained elsewhere in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference. This summary does not contain all of the information that you should consider before deciding whether to invest in our debentures. You should read this entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference carefully, including the "Risk Factors" sections beginning on page S-16 of this prospectus supplement, and page 4 of the accompanying prospectus, as well as our consolidated financial statements and the related notes incorporated by reference.

Unless otherwise specified or unless the context requires otherwise, all references in this prospectus supplement to "SunPower," "we," "us," "our" or similar references mean SunPower Corporation and its subsidiaries. SunPower's fiscal year consists of 52 or 53 weeks ending the Sunday closest to December 31, with quarters of 13 or 14 weeks ending the Sunday closest to March 31, June 30, September 30 and December 31 of each year.

Our Company

Business

SunPower designs, manufactures and markets high-performance solar electric power technology. Our solar cells and solar panels are manufactured using proprietary processes and technologies based on more than 15 years of research and development. We believe our solar cells have the highest conversion efficiency, a measurement of the amount of sunlight converted by the solar cell into electricity, of all the solar cells available for the mass market. Our solar power products are sold through our components business segment, or our Components Segment. In January 2007, we acquired PowerLight Corporation (now known as SunPower Corporation, Systems), which developed, engineered, manufactured and delivered large-scale solar power systems. These activities are now performed by our systems business segment, or our Systems Segment. Our solar power systems, which generate electric energy, integrate solar cells and panels manufactured by us as well as other suppliers.

Components Segment. Our Components Segment sells solar power products, including solar cells, solar panels and inverters, which convert sunlight to electricity compatible with the utility network. We believe our solar cells provide the following benefits compared with conventional solar cells:

superior performance, including the ability to generate up to 50% more power per unit area;

superior aesthetics, with our uniformly black surface design that eliminates highly visible reflective grid lines and metal interconnect ribbons; and

efficient use of silicon, a key raw material used in the manufacture of solar cells.

We sell our solar components products to installers and resellers for use in residential and commercial applications where the high efficiency and superior aesthetics of our solar power products provide compelling customer benefits. We also sell products for use in multi-megawatt solar power plant applications. In many situations, we offer a materially lower area-related cost structure for our customers because our solar panels require a substantially smaller land area than conventional solar technology and half or less of the land area of commercial solar thin film technologies. We sell our products in countries in Europe, Asia and North America, principally in regions where government incentives have accelerated solar power adoption.

We manufacture our solar cells at our manufacturing facilities in the Philippines. We currently operate four cell manufacturing lines in our first solar cell manufacturing facility, with a total rated manufacturing capacity of approximately 108 megawatts per year. In addition, we recently began operating a second solar cell manufacturing facility in the Philippines, which is designed to house up to ten additional manufacturing lines. We expect three manufacturing lines in this new facility to be

operational by the end of 2007, resulting in a total of seven manufacturing lines with an aggregate manufacturing capacity of 207 megawatts per year. By the end of 2008, we plan to operate 12 solar cell manufacturing lines with an aggregate manufacturing capacity of 372 megawatts per year. We have recently announced plans to begin production in late 2009 on the first line of a third solar cell manufacturing facility designed to have an aggregate manufacturing capacity of 500 megawatts per year.

We manufacture our solar panels at our automated panel manufacturing factory located in the Philippines. Our solar panels are also manufactured for us by a third-party subcontractor in China. We currently operate one solar panel manufacturing line with a rated manufacturing capacity of 30 megawatts of solar panels per year. We plan to begin operating a second solar panel manufacturing facility by the end of 2007 that is designed to house up to ten manufacturing lines. We have ordered equipment for three new solar panel manufacturing lines that we expect to begin operating in the fourth quarter of 2007 and the first quarter of 2008. We expect to move our currently operating manufacturing line to this facility in the future.

Our SunPower branded inverters are manufactured for us by multiple suppliers.

Systems Segment: We sell solar power systems, which may include services such as development, engineering, procurement of permits and equipment, construction management, access to financing, monitoring and maintenance, directly to system owners. Our Systems Segment is comprised primarily of the business we acquired from PowerLight Corporation in January 2007. Our customers include commercial and governmental entities, investors, utilities and production home builders. We work with construction, system integration and financing companies to deliver our solar systems to customers. Our solar power systems generate electricity over a system design life typically exceeding 25 years and are principally designed to be used in large-scale applications with system ratings of more than 300 kilowatts. Worldwide, we have completed or are in the process of completing over 350 projects, rated in aggregate at over 200 megawatts peak capacity.

We have solar power system projects completed or in the process of being completed in various countries including Germany, Portugal, South Korea, Spain and the United States. In the United States, we sell distributed rooftop and ground-mounted solar power systems as well as central-station power plants. Distributed solar power systems are typically rated up to one megawatt of capacity to provide a supplemental, distributed source of electricity for a customer's facility. Many customers choose to purchase solar electricity from our systems under a power purchase agreement with a financing company which buys the system from us. We are currently constructing an approximately 15 megawatt solar power plant at Nellis Air Force Base in Nevada, which will be operated under a power purchase agreement structure. In Europe and South Korea, our products and systems are typically purchased by a financing company and operated as a central station solar power plant. These power plants are rated with capacities of approximately one to 20 megawatts, and generate electricity for sale under tariff to regional and public utilities.

We manufacture certain of our solar power system products at our manufacturing facilities in California and at other facilities located close to our customers. Some of our solar power system products are also manufactured for us by third party suppliers.

Market Opportunity

The electric power industry is one of the world's largest industrial segments, with annual revenue of approximately \$1.0 trillion in 2005, the most recently available information, according to Datamonitor, a provider of market research. Global electricity demand grew consistently at a rate of 2% to 5% annually from 1994 to 2004, the most recently available information, according to the Energy Information Administration of the United States Department of Energy. Worldwide demand for electricity is expected to increase from 14.8 trillion kilowatt hours in 2003 to 27.1 trillion kilowatt hours by 2025, according to the United States Department of Energy's International Energy Outlook.

Investments in generation, transmission and distribution to meet growth in electricity demand, excluding investments in fuel supply, are expected to be roughly \$11.0 trillion by 2030, according to the International Energy Agency. However, fossil fuel supply constraints, infrastructure limitations, the desire for energy security and environmental concerns pose a challenge to meeting this growing worldwide electricity demand.

In recent years, the use of renewable resources has been increasing in response to these growing concerns. Renewable resources include solar, biomass, geothermal, hydroelectric and wind power generation. As opposed to fossil fuels which draw on finite resources that may eventually become too expensive to retrieve, renewable resources are generally unlimited in availability. While hydroelectric power generation currently has the largest installed base, solar and wind power generation have emerged as the most rapidly growing renewable energy sources.

Solar energy can be used to convert sunlight into heat, called solar thermal energy, or directly into electricity, known as photovoltaic energy. Solar thermal applications can be distributed, such as roof-mounted systems for heating swimming pools, or can be centralized where sunlight is concentrated to heat a medium that drives a turbine to generate electricity in large scale plants. Electricity generated from solar thermal electric power plants requires large concentrators and turbines which are not suitable for residential locations. We refer to solar power as the use of interconnected solar cells, as opposed to solar thermal technology, to generate electricity from sunlight. The interconnected cells are packaged into solar panels, which are mounted in areas with direct exposure to the sun, such as rooftops.

Solar power technology has been used to generate electricity in space program applications for several decades and in commercial applications over the last 30 years. Increasingly, government incentive programs are accelerating the adoption of solar power. Since 2001, the market for solar power, as defined by worldwide shipments of solar power systems, has grown at a compound annual growth rate of 41%, according to Navigant, a consulting firm. The global solar power market, as defined by solar power system installations, generated an estimated \$11 billion in revenue in 2006, the most recently available information, and is expected to grow to between \$18.7 billion and \$31.4 billion by 2011, according to SolarBuzz, a research and consulting firm.

Compared to other renewable energy technologies, solar power's benefits include:

Environmental Advantage. Solar power is one of the most benign electric generation resources. Solar cells generate electricity without air or water emissions, noise, vibration, habitat impact or waste generation.

Fuel Risk Advantage. Unlike fossil and nuclear fuels, solar energy has no risk of fuel price volatility or delivery risk. Although there is variability in the amount and timing of sunlight over the day, season and year, a properly sized and configured system can be designed to be highly reliable while providing a long-term, fixed price electric supply.

Location Advantage. Unlike other renewable resources such as hydroelectric and wind power, solar power is generally located at a customer site due to the universal availability of sunlight. As a result, solar power limits the expense of, and energy losses associated with, transmission and distribution from large scale electric plants to the end users. For most residential consumers seeking an environmentally friendly power alternative, solar power is the only viable choice because it can be located in urban and suburban environments.

Retail Rate Benchmark Advantage. Unlike biomass, geothermal, hydroelectric and wind power generation, which are location-dependent and sell primarily to the wholesale market, solar power competes with retail electric rates as it is customer-sited and supplements a customer's electricity purchased at retail rates from the utility network.

Peak Energy Generation Advantage. Solar power is well-suited to match peak energy needs as maximum sunlight hours generally correspond to typical peak demand periods when electricity prices are at their highest. These characteristics increase the value of solar power as compared to other renewable resources that do not align with peak demand periods.

Modularity. Solar power products can be deployed in many sizes and configurations to meet the specific needs of the customer.

Reliability. With no moving parts or regular required maintenance, solar power systems are among the most reliable forms of electricity generation.

Our Strengths

We believe we are a leader in producing high-performance solar cells and large-scale solar power systems. We believe our competitive advantages include:

Superior Conversion Efficiency. We believe our solar cells have the highest conversion efficiency available for the mass market. Our proprietary all back-contact solar cell design results in conversion efficiencies up to 50% higher per unit area than conventional solar cells. This superior conversion efficiency results in lower panel packaging, area-related and installation costs on a dollars-per-watt and dollars-per-kilowatt-hour basis and provides greater power generation per unit area.

Efficient Silicon Utilization. We believe our superior conversion efficiency in the cells we manufacture and our focus on reducing wafer thickness allows us to use less silicon to generate the same amount of electricity as conventional solar cells of the same size. Based on third-party data, the solar industry's average rate of polysilicon usage is estimated to be approximately 10 grams of polysilicon per watt. Our internally calculated usage rate has recently been reduced to less than 7 grams of polysilicon per watt. This provides our solar cells with more efficient utilization of polysilicon, as defined by grams of polysilicon per watt, compared to conventional solar cells. Efficient utilization of silicon is important because silicon wafers represent the most significant cost component in the production of solar cells.

Technological Leadership in Solar Power Systems. We are at the forefront of product innovation for the large-scale grid-connected solar market with over a decade of experience pioneering the design, manufacturing and delivery of large-scale solar systems. We sell rooftop, ground-mounted fixed and tracking solar systems technologies. We have over 70 U.S. and international patents or pending patent applications covering solar power systems and technologies. As an example, we believe our SunPower® Tracker system offers lower operating costs and increased reliability for customers compared to dual axis tracking systems and can be scaled from small to large multi-megawatt installations. Our SunPower® T10 Solar Rooftile offers greater energy production compared to flat rooftop systems due to better solar panel orientation while requiring no roof penetrations.

Manufacturing Advantages. We manufacture our solar cells and solar panels at our factories in the Philippines, a low-cost production region. In addition, we believe our background and expertise in the semiconductor industry enables us to improve our manufacturing yields, cost, quality and product ramp predictability.

Superior Aesthetics. Because all electrical contacts are located on the back of a solar cell, our solar cells have a uniformly black appearance that allows our solar panels to blend into customers' rooftops. We believe our solar panels appeal to residential and commercial customers seeking more aesthetically appealing solutions. Our SunPower SunTile® product for the residential market is an architecturally integrated, aesthetically pleasing roofing shingle with a patented design.

Brand Awareness. As new participants continue to enter our markets, we believe we are becoming increasingly recognized as a technology leader within the solar industry and with end-users. We believe that our customers associate our brand with a combination of product benefits, including high efficiency, superior product appearance and superior system performance.

Strong Management Team. Our management team has a diverse set of industry skills and global operating experience, including backgrounds spanning the solar, electric utility, semiconductor and optical media industries, as well as expertise running high-volume, low-cost manufacturing operations, complex organizations and managing rapid growth. Our executive officers have an average of over 20 years of experience in the solar or high technology industries.

Our ability to maintain our competitive advantages is dependent on several factors, including the availability of polysilicon and other key components from third-party suppliers, uninterrupted operations at our Philippines facilities, our ability to expand our customer base, our ability to grow our manufacturing capacity in line with increasing demand, our ability to compete, the market for solar power and our ability to retain key personnel and other factors set forth under the heading "Risk Factors" and included or incorporated by reference in this prospectus supplement and the accompanying prospectus.

Our Strategy

Our principal objective is to be the leader in high performance solar power products. We plan to achieve this objective by pursuing the following strategies:

Maintain our Technology Advantage and Reduce Manufacturing Costs. We believe that our all back-contact solar cell technology and our solar systems technologies such as SunPower PowerGuard®, SunPower® T10 Solar Rooftile, SunPower® Tracker and SunPower SunTile® products currently provide us with a competitive advantage. We intend to invest in research and development to improve solar cell efficiency and lower manufacturing and installed solar system costs. We intend to continue investing in research and development to reduce wafer thickness, improve throughput, processing yield and quality and introduce new products that enhance the efficiency and cost-effectiveness of solar power for end customers.

Continue Expanding Manufacturing Capacity. Our manufacturing expansion is planned to align with our customers' needs, as well as the addition of new silicon agreements over time. We have agreements in place for what we believe is a sufficient silicon supply to produce 110 megawatts of solar cells in 2007, 250 megawatts or more in 2008 and 400 megawatts or more in 2009. We currently operate four solar cell manufacturing lines in our first solar cell manufacturing facility located in the Philippines. We recently began operating a second solar cell manufacturing facility in the Philippines, and expect three manufacturing lines in this new facility to be operational by the end of 2007. By the end of 2008, we plan to operate 12 solar cell manufacturing lines with an aggregate manufacturing capacity of 372 megawatts per year. In addition, we recently announced plans to begin production on the first line of a third solar cell manufacturing facility in late 2009. We manufacture our solar panels at our automated panel manufacturing facility located in the Philippines, where we currently operate one solar panel manufacturing line with a rated manufacturing capacity of 30 megawatts of solar panels per year. Our solar panels are also manufactured for us by a third-party subcontractor in China. We plan to begin operating a second solar panel manufacturing facility by the end of 2007 located in the Philippines, and we have ordered equipment for three new solar panel manufacturing lines which we expect to begin operating in the fourth quarter of 2007 and the first quarter of 2008. We expect to move our currently operating manufacturing line to this facility in the future.

Reduce the System Cost of Solar Power. Most of our customers operate in markets that depend on a variety of government incentives to reduce the cost of solar power systems to end customers. Over the long term, we believe that our high efficiency solar cell technology and advanced manufacturing systems will allow us to reduce solar power system cost to reduce or eliminate the need for these market incentives. In addition, we are continuing our pursuit of achieving operational efficiencies, particularly in the areas of silicon procurement, solar panel production, installation and system integration, which we believe, if achieved, could further reduce the cost of solar energy to end customers.

Focus on Large-Scale Solar Power System Projects Globally. We are currently focused on expanding our presence and market share in global markets with strong government incentive programs for solar power, and have significant customers in the U.S., Europe and South Korea. We have pioneered large-scale solar power plants in a number of geographical locations, with projects such as the 10 megawatt Bavaria Solarpark 1 in Germany, the 11 megawatt Serpa Solar Power Plant in Portugal, and the approximately 15 megawatt Nellis Air Force Base solar power project in the U.S.

Expand Market Presence. We believe we can further expand our market presence within the residential and commercial markets where our solar products offer superior performance and aesthetics compared to conventional solar cells. We currently sell our solar components and systems on three continents and across a wide range of customer segments. We plan to expand our network of dealers and installers through value-added programs and to drive new product development. One example of these efforts is SunPower SunTile®, a solar power roofing tile that we believe offers improved aesthetics for residential customers. We believe that by offering structured finance alternatives, we are able to increase market penetration by providing additional customers with access to solar power.

Pursue Targeted Strategic Opportunities. We may make selected investments, enter into joint ventures and pursue acquisitions to broaden our supply-chain opportunities, increase the efficiency of the downstream channel and reduce the cost of products delivered to end customers.

Recent Developments

Financial Results for the Three Months Ended July 1, 2007

On July 19, 2007, we announced our second quarter 2007 results. Revenue for the second quarter ended July 1, 2007 was \$173.8 million, up 22.1% from the prior quarter's revenue of \$142.3 million, and up 217.7% from second quarter 2006 revenue of \$54.7 million. Net loss for the quarter was \$5.3 million, or \$0.07 diluted loss per share, compared to last quarter's net income of \$1.24 million, or \$0.02 diluted earnings per share, and the second quarter 2006 net income of \$5.4 million or \$0.08 diluted earnings per share.

All financial data for the three months ended July 1, 2007 set forth above are preliminary and unaudited and subject to revision based upon our review and a review by our independent registered public accounting firm of our financial condition and results of operations as of such date and for such period.

Entry into New Credit Facility

On July 13, 2007, we entered into a credit facility with Wells Fargo Bank, N.A. This facility provides for a \$50.0 million unsecured revolving credit line and a \$15.0 million letter of credit line secured by our deposit account maintained with Wells Fargo Bank, N.A. Our obligations under the agreement are guaranteed by our wholly owned subsidiaries SunPower North America, Inc. and

SunPower Corporation, Systems. Amounts outstanding under the revolving credit line are due and payable on July 31, 2008, and the letters of credit under the credit facility expire no later than July 31, 2010. In connection with the entry into this new credit facility, we terminated our previous credit facility under which an affiliate of Credit Suisse Securities (USA) LLC, a managing underwriter in this offering, served as agent and a lender, and an affiliate of Lehman Brothers Inc., also a managing underwriter in this offering, served as a lender.

Description of Concurrent Offerings

Concurrently with this offering of debentures, we are offering an aggregate of 4,250,000 shares of our class A common stock by means of a separate prospectus and accompanying prospectus. 2,450,000 of those shares of class A common stock being offered by that prospectus supplement and accompanying prospectus are shares of class A common stock that are being underwritten by the underwriters of this offering and are being offered to the public at a price of \$64.50 per share. We often refer to this portion of the concurrent class A common stock offering as the "underwritten equity offering." We have also granted a 30-day option to the underwriters of the underwritten equity offering to purchase up to an additional 245,000 shares of class A common stock. The remaining 1,800,000 shares of the class A common stock being offered by that prospectus supplement and accompanying prospectus are shares that we will loan to an affiliate of Credit Suisse Securities (USA) LLC, a managing underwriter in this offering, pursuant to a share lending agreement among us, Credit Suisse Securities (USA) LLC and such affiliate. These shares are often referred to in this prospectus supplement as the "borrowed shares." Under the share lending agreement, the affiliate of Credit Suisse Securities (USA) LLC has agreed to use such borrowed shares to facilitate transactions by which investors in the debentures offered hereby, our presently outstanding 1.25% debentures due 2027 and, with our consent, other securities that we may issue in the future, will hedge their respective investments through short sales or privately negotiated transactions and will be entitled to sell such shares pursuant to our registration statement. In addition, Credit Suisse International, or CSI, and its affiliates may engage in such transactions at any time and from time to time during the term of the agreement. Up to 400,000 of the borrowed shares offered by this prospectus supplement may be offered on a delayed basis for this purpose. This affiliate of Credit Suisse Securities (USA) LLC will receive all of the proceeds from the sale of the borrowed shares pursuant to the share lending agreement and we will not receive any of those proceeds, but we will receive a nominal lending fee for the use of those shares from that affiliate. See "Description of Share Lending Agreement." Because the shares borrowed pursuant to that agreement must be returned to us prior to August 1, 2027, we believe that under U.S. GAAP the borrowed shares will not be considered outstanding for the purpose of computing and reporting our earnings per share.

The delivery of shares of class A common stock being offered pursuant to the share lending agreement is contingent on the closing of this offering. We expect that delivery of the shares of our class A common stock in that portion of the class A common stock offering will be made concurrently with the closing of this offering.

Our Relationship with Cypress Semiconductor Corporation

As of July 1, 2007, Cypress Semiconductor Corporation, or Cypress, owned all 44,533,287 shares of our outstanding class B common stock, which represented approximately 56% of the total outstanding shares of our common stock, or approximately 51% of such shares on a fully diluted basis after taking into account outstanding options, and 91% of the total voting power of our outstanding capital stock. Our class B common stock has eight votes per share while our class A common stock has one vote per share. After giving effect to this offering, Cypress will hold 53% of the total number of shares and 90% of the voting power of our outstanding capital stock. Cypress, its successors in interest or its subsidiaries may convert their shares of our class B common stock into shares of our class A common

stock on a one-for-one basis at any time. Prior to a tax-free distribution by Cypress of its shares of our class B common stock to its stockholders, the class B common shares will automatically convert into shares of our class A common stock if such shares are transferred to a person other than Cypress, its successors in interest or its subsidiaries. In the event that Cypress, its successors in interest and its subsidiaries collectively own less than 40% of the shares of all classes of our common stock then outstanding and Cypress has not effected a tax-free distribution of our class B common stock to its stockholders, each outstanding share of class B common stock will automatically convert into one share of class A common stock. If Cypress completes a tax-free distribution of our class B common stock to its stockholders, the distributed class B common stock will not convert into class A common stock. Cypress is not obligated to distribute to its stockholders or otherwise dispose of the shares of our class B common stock that it beneficially owns, although it might elect to do so in the future. In late 2006, Cypress announced that it was exploring ways in which to allow its stockholders to fully realize the value of its investment in SunPower. Since that date, Cypress has made public statements and taken actions that are consistent with these announcements. In May 2007, Cypress sold 7.5 million shares of our class B common stock to an unaffiliated third party in an offering pursuant to Rule 144 under the Securities Act. Upon the completion of that sale, such shares automatically, by their terms, converted into 7.5 million shares of our class A common stock. Cypress has agreed not to sell or distribute any of its shares of our common stock without the prior consent of Credit Suisse Securities (USA) LLC and Lehman Brothers Inc. until 60 days after the date of this prospectus supplement.

Cypress delivers high-performance, mixed-signal, programmable solutions that provide customers with rapid time-to-market and exceptional system value. Cypress offerings include the PSoC Programmable System-on-Chip, USB controllers, general-purpose programmable clocks and memories. Cypress also offers wired and wireless connectivity solutions that enhance connectivity and performance in multimedia handsets. Cypress serves numerous markets including consumer, computation, data communications, automotive, industrial and solar power. Cypress trades on the NYSE under the ticker symbol "CY."

Corporate Information

Our headquarters are located at 3939 North First Street, San Jose, California 95134, and our telephone number is (408) 240-5500. Our website is www.sunpowercorp.com. The information on our website is expressly not incorporated by reference into, and does not constitute a part of, this prospectus supplement. SunPower and PowerLight are our registered trademarks and the SunPower logo is our trademark. This prospectus supplement also includes trade names, trademarks and service marks of other companies and organizations.

THE OFFERING

The following summary contains basic information about this offering and the debentures and is not intended to be complete. It does not contain all of the information that may be important to you. For a more complete understanding of all of the terms and provisions of the debentures, please refer to the section of this prospectus supplement entitled "Description of the Debentures."

Issuer	SunPower Corporation.
Securities Offered	\$200 million aggregate principal amount of 0.75% Senior Convertible Debentures due August 1, 2027, which we often refer to as the debentures. We have also granted the underwriters a 30-day option to purchase up to an additional \$25 million aggregate principal amount of debentures.
Offering Price	Each debenture will be issued at a price of 100% of its principal amount plus accrued interest, if any, from July 31, 2007.
Maturity	August 1, 2027, unless earlier converted, redeemed or repurchased.
Interest Rate	0.75% per year. Interest will be payable in cash on February 1 and August 1 of each year, beginning February 1, 2008.
Ranking	<p>The debentures will be our senior unsecured obligations and will rank equal in right of payment with all of our existing and future senior unsecured indebtedness, including \$200 million in outstanding principal amount 1.25% senior convertible debentures due 2027. The debentures will be effectively subordinated to our secured indebtedness to the extent of the value of the related collateral and structurally subordinated to indebtedness and other liabilities of our subsidiaries.</p> <p>As of April 1, 2007, we and our subsidiaries had \$200.0 million of senior indebtedness outstanding, which was not secured and which will rank <i>pari passu</i> with the debentures, and approximately \$240.3 million of other liabilities outstanding (excluding any prepayment obligations for polysilicon, ingots or wafers).</p>
Conversion Rights	<p>You may convert your debentures into cash and, if applicable, shares of our class A common stock at any time on or prior to the close of business on the business day immediately preceding the maturity date only under the following circumstances:</p> <p>prior to August 1, 2025, on any date during any fiscal quarter beginning after September 30, 2007 (and only during such fiscal quarter) if the closing sale price of our class A common stock was more than 125% of the then current conversion price for at least 20 trading days in the period of the 30 consecutive trading days ending on the last trading day of the previous fiscal quarter;</p> <p>at any time on or after August 1, 2025;</p>

with respect to any debentures called for redemption, until the close of business on the business day prior to the redemption date;

during a specified period if we distribute to all or substantially all holders of our class A common stock, rights or warrants entitling them to purchase, for a period of 45 calendar days or less, shares of our class A common stock at a price less than the average closing sale price for the ten trading days preceding the declaration date for such distribution;

during a specified period if we distribute to all or substantially all holders of our class A common stock, cash or other assets, debt securities or rights to purchase our securities, which distribution has a per share value exceeding 10% of the closing sale price of our class A common stock on the trading day preceding the declaration date for such distribution;

during a specified period if a fundamental change occurs; or

during the five consecutive business-day period following any five consecutive trading-day period in which the trading price for the debentures for each day during such five trading-day period was less than 98% of the closing sale price of our class A common stock period multiplied by the then current conversion rate.

The debentures will be convertible into cash and, if applicable, shares of our class A common stock at an initial conversion rate of 12.1599 shares of common stock per \$1,000 principal amount of the debentures (equivalent to an initial conversion price of approximately \$82.2375 per share). The conversion rate, and thus the conversion price, may be adjusted under certain circumstances as described under "Description of the Debentures Conversion Rights Conversion Rate Adjustments."

Upon conversion, we will satisfy our conversion obligation with respect to the principal amount of the debentures to be converted in cash. We retain the right to satisfy any remaining amount, in whole or in part, in cash or in additional shares of our class A common stock, based on a daily conversion value (as described herein), calculated as described under "Description of the Debentures Conversion Rights Settlement Upon Conversion."

Upon any conversion, subject to certain exceptions, you will not receive any cash payment representing accrued and unpaid interest on the debentures being converted. See "Description of the Debentures Conversion Rights."

Adjustment to Conversion Rate upon a Non-Stock Change of Control

Prior to August 1, 2010, if and only to the extent holders elect to convert the debentures in connection with a fundamental change described under the first, fourth or sixth clause of the definition of that term in "Description of the Debentures Repurchase at Option of the Holder Fundamental Change Put" pursuant to which 10% or more of the consideration for our class A common stock (other than cash payments for fractional shares and cash payments made in respect of dissenters' appraisal rights) consists of cash or securities (or other property) that are not common equity interests or depository receipts traded or scheduled to be traded immediately following such transaction on a U.S. national securities exchange, which we refer to as a "non-stock change of control," we will increase the conversion rate by a number of additional shares. The number of additional shares will be determined by reference to the table in "Description of the Debentures Conversion Rights Adjustment to Conversion Rate Upon a Non-Stock Change of Control," based on the effective date and the price paid per share of our class A common stock in such non-stock change of control.

If holders of our class A common stock receive only cash in the type of transaction described above, the price paid per share will be the cash amount paid per share. Otherwise, the price paid per share will be the average of the last reported sale price of our class A common stock on the five trading days prior to, but not including, the effective date of such non-stock change of control.

Optional Redemption by SunPower

At any time on or after August 1, 2010, we may redeem all or a part of the debentures for cash at a redemption price equal to 100% of the principal amount of the debentures being redeemed, plus accrued and unpaid interest to, but not including, the redemption date.

Optional Repurchase Right of Holders

You may require us to repurchase all or a portion of your debentures on August 1, 2010, August 1, 2015, August 1, 2020 and August 1, 2025, at a cash repurchase price equal to 100% of the principal amount of the debentures, plus accrued and unpaid interest to, but not including, the repurchase date.

Fundamental Change Repurchase Right of Holders

If we undergo a fundamental change (as defined in this prospectus supplement) prior to maturity, you will have the right, at your option, to require us to repurchase for cash some or all of your debentures at a repurchase price equal to 100% of the principal amount of the debentures being repurchased, plus accrued and unpaid interest to, but not including, the repurchase date. See "Description of the Debentures Repurchase at Option of the Holder Fundamental Change Put."

Events of Default	If an event of default on the debentures occurs, the principal amount of the debentures, plus accrued and unpaid interest, may be declared immediately due and payable, subject to certain conditions set forth in the indenture. These amounts automatically become due and payable in the case of certain types of bankruptcy or insolvency events of default involving SunPower or certain of its subsidiaries.
Absence of a Public Market for the Debentures	The debentures will be a new issue of securities. We cannot assure you that any active or liquid market will develop for the debentures.
Trading	We do not intend to apply for listing of the debentures on any securities exchange or for inclusion of the debentures on any automated quotation system.
Nasdaq Symbol for Our Class A Common Stock	Our class A common stock is listed on The Nasdaq Global Market under the symbol "SPWR."
Use of Proceeds	We intend to use the net proceeds for general corporate purposes, including working capital and capital expenditures for the expansion of our solar cell fabrication and panel manufacturing facilities. We may also use a portion of the proceeds to purchase or make prepayments for raw materials, including polysilicon.
Concurrent Offerings	Concurrently with this offering of debentures, we are offering 4,250,000 shares of our class A common stock by means of a separate prospectus supplement and accompanying prospectus. 2,450,000 of these shares of class A common stock being offered by that prospectus supplement and accompanying prospectus are shares of class A common stock that are being underwritten by the underwriters of this offering and are being offered to the public at a price of \$64.50 per share. 1,800,000 shares of the class A common stock being offered by that prospectus supplement and accompanying prospectus are shares that we will loan to an affiliate of Credit Suisse Securities (USA) LLC, a managing underwriter in this offering, pursuant to a share lending agreement among us, Credit Suisse Securities (USA) LLC and such affiliate. Under the share lending agreement, the affiliate of Credit Suisse Securities (USA) LLC has agreed to use such borrowed shares to facilitate the establishment of hedge positions by investors in the debentures offered hereby, our presently outstanding 1.25% debentures due 2027 and, with our consent, other securities that we may issue in the future, and will be entitled to sell such shares pursuant to our registration statement. This affiliate of Credit Suisse Securities (USA) LLC will receive all of the proceeds from the sale of the borrowed shares pursuant to the share lending agreement and we will not receive any of those proceeds, but we will receive a nominal lending fee for

the use of those shares from that affiliate. See "Description of Share Lending Agreement." Because the shares lent pursuant to that agreement must be returned to us prior to August 1, 2027, we believe that under U.S. GAAP the borrowed shares will not be considered outstanding for the purpose of computing and reporting our earnings per share.

The delivery of shares of class A common stock being offered pursuant to the share lending agreement is contingent on the completion of this offering. We expect that delivery of the shares of our class A common stock in that portion of the class A common stock offering will be made concurrently with the closing of this offering.

U. S. Federal Income Tax Considerations

Holdings are urged consult their own tax advisors. See "Material United States Federal Income Tax Considerations."

Summary Historical Consolidated Financial Data

SunPower's fiscal year consists of 52 or 53 weeks ending the Sunday closest to December 31, with quarters of 13 or 14 weeks ending the Sunday closest to March 31, June 30, September 30 and December 31 of each year. SunPower has derived the following summary historical consolidated financial data from its audited consolidated financial statements for the period from December 29, 2003 to November 8, 2004, the period from November 9, 2004 to January 2, 2005, for the years ended January 1, 2006 and December 31, 2006 and from its unaudited condensed consolidated financial statements as of April 1, 2007 and for each of the three-month periods ended April 2, 2006 and April 1, 2007. The following summary historical consolidated financial data for these interim periods has been prepared on a basis consistent with the preparation of such data for the full year periods. For the period from November 9, 2004 through January 2, 2005, SunPower was a wholly owned subsidiary of Cypress. The summary historical consolidated financial data in this prospectus supplement refers to the "Predecessor Company" for periods prior to the time we were a wholly owned subsidiary of Cypress, and refers to the "Successor Company" for all periods subsequent to such time. A black line has been drawn between these periods in the summary historical consolidated financial data herein to distinguish between these two periods. The following summary historical consolidated financial data is only a summary and should be read in conjunction with SunPower's consolidated financial statements, the accompanying notes and management's discussion and analysis of financial condition and results of operations, each of which is incorporated herein by reference. Figures in the table below are in thousands, except share and per share data.

	Predecessor Company		Successor Company			
	December 29, 2003 through November 8, 2004	November 9, 2004 through January 2, 2005	Year Ended		Three Months Ended	
			January 1, 2006	December 31, 2006	April 2, 2006	April 1, 2007(2)
Consolidated Statements of Operations Data:						
Revenue:						
Systems	\$	\$	\$	\$	\$	\$ 78,495
Components		6,830	4,055	78,736	236,510	41,958
		6,830	4,055	78,736	236,510	41,958
						142,347
Costs and expenses:						
Cost of systems revenue						62,443
Cost of components revenue		9,498	6,079	74,353	186,042	36,266
Research and development		12,118	1,417	6,488	9,684	1,996
Sales, general and administrative		4,713	1,111	10,880	21,677	4,381
Purchased in-process research and development						9,575
Total costs and expenses		26,329	8,607	91,721	217,403	42,643
Operating (loss)/income		(19,499)	(4,552)	(12,985)	19,107	(685)
Interest income		15	3	1,591	10,086	1,173
Interest expense		(3,759)	(1,072)	(3,185)	(1,809)	(339)
Other income (expense), net		(59)	12	(1,214)	1,077	137
Income (loss) before income taxes		(23,302)	(5,609)	(15,793)	28,461	286
Income tax provision (benefit)				50	1,945	31
Net income (loss)	\$	(23,302)	(5,609)	(15,843)	26,516	255
						1,240

Net income (loss) per share(1):

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	Predecessor Company		Successor Company									
Basic	\$	(5.51)	\$	(2,804.50)	\$	(0.68)	\$	0.40	\$	0.00	\$	0.02
Diluted	\$	(5.51)	\$	(2,804.50)	\$	(0.68)	\$	0.37	\$	0.00	\$	0.02
Weighted-average shares(1):												
Basic		4,230		2		23,306		65,864		61,126		73,732
Diluted		4,230		2		23,306		71,087		66,932		79,126

(1)

For all periods where SunPower reported a net loss, the basic and diluted net loss per share computation excludes potential shares of common stock issuable upon conversion of convertible preferred stock and the exercise of options or warrants to purchase common stock, as their effect would be antidilutive. See note 1 to SunPower's audited consolidated financial statements for the period from December 29, 2003 to November 8, 2004, the period from November 9, 2004 to January 2, 2005 and for the year ended January 1, 2006, note 14

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to SunPower's audited consolidated financial statements for the year ended December 31, 2006, and note 10 to SunPower's unaudited condensed consolidated financial statements for the three months ended April 1, 2007 for a detailed explanation of the determination of the shares used in computing basic and diluted net loss per share. For the period from November 9, 2004 through January 2, 2005, SunPower was a wholly owned subsidiary of Cypress. As a result, the weighted average shares and the net loss per share for this period are not comparable to other periods.

(2)

The summary historical consolidated financial data for the three month period ended April 1, 2007 includes the results of SunPower Corporation, Systems (formerly known as PowerLight Corporation), subsequent to the date of its acquisition by us.

	As of		
	January 1, 2006	December 31, 2006	April 1, 2007
	(in thousands)		
Consolidated Balance Sheet Data:			
Cash, cash equivalents, restricted cash and short term investments	\$ 143,592	\$ 182,092	\$ 214,590
Working capital	155,243	228,269	272,467
Total assets	317,654	576,836	1,076,336
Convertible debt			200,000
Deferred tax liabilities	336	46	19,138
Customer advances, net of current portion	28,438	27,687	22,315
Other long-term liabilities			7,499
Total stockholders' equity	258,650	488,771	636,069

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RISK FACTORS

Investing in the debentures involves risks. In addition to the risks of owning the debentures, as a result of the conditional conversion feature of the debentures, a holder will also be exposed to the risks of owning SunPower's class A common stock, and the value of debentures may fluctuate with the value of our class A common stock. You should carefully consider the risks described below relating to an investment in debentures and our class A common stock, as well as the risks relating to SunPower's business described under "Risk Factors" in the accompanying prospectus, and the other information contained or incorporated by reference in this prospectus supplement or the accompanying prospectus, in particular the risk factors included in our Quarterly Report on Form 10-Q for the quarter ended April 1, 2007, before making an investment decision. The risks and uncertainties described below, in the accompanying prospectus and in our other filings with the SEC incorporated by reference herein are not the only ones facing SunPower. Additional risks and uncertainties not presently known to us or that we currently consider immaterial may also adversely affect us. If any of the following risks occur, our business, financial condition or results of operations could be materially harmed. In such case, the value of the debentures could decline and you could lose part or all of your investment.

Risks Relating to the Debentures and the Class A Common Stock

We currently have a significant amount of debt outstanding. As a result of this offering, we will have an even greater amount of debt. Our substantial indebtedness, along with our other contractual commitments, could adversely affect our business, financial condition and results of operations, as well as our ability to meet any of our payment obligations under the debentures and our other debt.

We currently have, and, as a result of this offering will continue to have, a significant amount of debt and debt service requirements. As of April 1, 2007, after giving effect to this offering, we would have had approximately \$400.2 million of outstanding debt for borrowed money, or \$425.2 million if the underwriters' option to purchase additional debentures is exercised in full.

This level of debt could have significant consequences on our future operations, including:

making it more difficult for us to meet our payment and other obligations under the debentures and our other outstanding debt;

resulting in an event of default if we fail to comply with the financial and other restrictive covenants contained in our debt agreements, which event of default could result in all of our debt becoming immediately due and payable;

reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate purposes, and limiting our ability to obtain additional financing for these purposes;

subjecting us to the risk of increased sensitivity to interest rate increases on our indebtedness with variable interest rates, including borrowings under our new credit facility;

limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to, changes in our business, the industry in which we operate and the general economy; and

placing us at a competitive disadvantage compared to our competitors that have less debt or are less leveraged.

Any of the above-listed factors could have an adverse effect on our business, financial condition and results of operations and our ability to meet our payment obligations under the debentures and our other debt.

In addition, we also have significant contractual commitments for the purchase of polysilicon, some of which involve prepayments, and we may enter into additional, similar agreements in the future.

These commitments could have an adverse effect on our liquidity and our ability to meet our payment obligations under the debentures and our other debt.

Our ability to meet our payment and other obligations under our debt instruments depends on our ability to generate significant cash flow in the future. This, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors as well as other factors that are beyond our control. We cannot assure you that our business will generate cash flow from operations, or that future borrowings will be available to us under our existing or any future credit facilities or otherwise, in an amount sufficient to enable us to meet our payment obligations under the debentures and our other debt and to fund other liquidity needs. If we are not able to generate sufficient cash flow to service our debt obligations, we may need to refinance or restructure our debt, including the debentures, sell assets, reduce or delay capital investments, or seek to raise additional capital. If we are unable to implement one or more of these alternatives, we may not be able to meet our payment obligations under the debentures and our other debt and other obligations.

The debentures will be effectively subordinated to any existing and future secured indebtedness and structurally subordinated to existing and future liabilities and other indebtedness of our subsidiaries.

The debentures will be our general, unsecured obligations and will rank equally in right of payment with all of our existing and future unsubordinated, unsecured indebtedness, including our \$200 million in outstanding principal amount 1.25% senior convertible debentures due 2027, or the 1.25% debentures. As a result, the debentures are effectively subordinated to our existing and any future secured indebtedness we may have to the extent of the value of the assets securing such indebtedness, and structurally subordinated to any existing and future liabilities and other indebtedness of our subsidiaries. These liabilities may include indebtedness, trade payables, guarantees, lease obligations and letter of credit obligations. The debentures do not restrict us or our subsidiaries from incurring indebtedness, including senior secured indebtedness in the future, nor do they limit the amount of indebtedness we can issue that is equal in right of payment.

The terms of the debentures will not contain restrictive covenants and will provide only limited protection in the event of a change of control.

The indenture under which the debentures will be issued will not contain restrictive covenants that would protect you from several kinds of transactions that may adversely affect you. In particular, the indenture will not contain covenants that will limit our ability to pay dividends or make distributions on or redeem our capital stock or limit our ability to incur additional indebtedness and, therefore, may not protect you in the event of a highly leveraged transaction or other similar transaction. The requirement that we offer to repurchase the debentures upon a change of control is limited to the transactions specified in the definition of a "fundamental change" under "Description of the Debentures Repurchase at the Option of the Holder Fundamental Change Put." Similarly, the circumstances under which we are required to adjust the conversion rate upon the occurrence of a "non-stock change of control" are limited to circumstances where a debenture is converted in connection with such a transaction as set forth under "Description of the Debentures Conversion Rights Adjustment to Conversion Rate Upon a Non-Stock Change of Control."

Accordingly, subject to restrictions contained in our other debt agreements, we could enter into certain transactions, such as acquisitions, refinancings or recapitalizations, that could affect our capital structure and the value of the debentures and our class A common stock but would not constitute a fundamental change under the debentures.

We may be unable to repurchase the debentures for cash when required by the holders, including following a fundamental change.

Holders of the debentures will have the right to require us to repurchase the debentures on specified dates or upon the occurrence of a fundamental change prior to maturity as described under "Description of the Debentures Repurchase at the Option of the Holder Optional Put" and " Fundamental Change Put." Our current debt agreement relating to the 1.25% debentures contains, and any of our future debt agreements may contain, a similar provision. We may not have sufficient funds to make the required repurchase in cash at such time or the ability to arrange necessary financing on acceptable terms. In addition, our ability to repurchase the debentures in cash may be limited by law or the terms of other agreements relating to our debt outstanding at the time, including our current credit facility which limits our ability to purchase the debentures for cash in certain circumstances. If we fail to repurchase the debentures in cash as required by the indenture governing the debentures, it would constitute an event of default under the indenture, which, in turn, would constitute an event of default under our credit facility and the indenture governing the 1.25% debentures.

Some significant restructuring transactions may not constitute a fundamental change, in which case we would not be obligated to offer to repurchase the debentures.

Upon the occurrence of a fundamental change, you will have the right to require us to repurchase the debentures. However, the fundamental change provisions will not afford protection to holders of the debentures in the event of certain transactions. For example, transactions such as leveraged recapitalizations, refinancings, restructurings or acquisitions initiated by us, as well as stock acquisitions by certain companies, would not constitute a fundamental change requiring us to repurchase the debentures. In the event of any such transaction, the holders of debentures would not have the right to require us to repurchase the debentures, even though each of these transactions could increase the amount of our indebtedness, or otherwise adversely affect our capital structure or any credit ratings, thereby adversely affecting the holders of the debentures.

Provisions of the debentures could discourage an acquisition of us by a third party.

Certain provisions of the debentures, and of the 1.25% debentures, could make it more difficult or more expensive for a third party to acquire us. Upon the occurrence of certain transactions constituting a fundamental change, holders of both series of debentures will have the right, at their option, to require us to repurchase, at a cash repurchase price equal to 100% of the principal amount plus accrued and unpaid interest on the debentures, all of their debentures or any portion of the principal amount of such debentures in integral multiples of \$1,000. We may also be required to issue additional shares of our class A common stock upon conversion of such debentures in the event of certain fundamental changes.

The adjustment to the conversion rate upon the occurrence of certain types of fundamental changes may not adequately compensate you for the lost option time value of your debentures as a result of such fundamental change.

If certain types of fundamental changes occur on or prior to August 1, 2010, we may adjust the conversion rate of the debentures to increase the number of shares issuable upon conversion. The number of additional shares to be added to the conversion rate will be determined based on the date on which the fundamental change becomes effective and the price paid per share of our class A common stock in the fundamental change as described under "Description of the Debentures Conversion Rights Adjustment to Conversion Price Upon Certain Fundamental Changes." Although this adjustment is designed to compensate you for the lost option value of your debentures as a result of certain types of fundamental changes, the adjustment is only an approximation of such lost value based upon assumptions made on the date of this prospectus supplement and may not adequately

compensate you for such loss. In addition, if the price paid per share of our class A common stock in the fundamental change is less than \$64.50 or more than \$155.00 (subject to adjustment), or if such transaction occurs after August 1, 2010, there will be no such adjustment. Moreover, in no event will the total number of shares issuable upon conversion as a result of this adjustment exceed 15.5039 per \$1,000 principal amount of the debentures, subject to adjustment in the same manner as the conversion rate set forth under "Description of the Debentures Conversion Rights Conversion Rate Adjustments."

There is currently no public market for the debentures, and an active trading market may not develop for the debentures. The failure of a market to develop for the debentures could adversely affect the liquidity and value of your debentures.

The debentures are a new issue of securities, and there is no existing market for the debentures. We do not intend to apply for listing of the debentures on any securities exchange or for quotation of the debentures on any automated dealer quotation system. Although we have been advised by the underwriters that the underwriters intend to make a market in the debentures, none of the underwriters is obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the trading market, if any, for the debentures.

A market may not develop for the debentures, and there can be no assurance as to the liquidity of any market that may develop for the debentures. If an active, liquid market does not develop for the debentures, the market price and liquidity of the debentures may be adversely affected. If any of the debentures are traded after their initial issuance, they may trade at a discount from their initial offering price.

The liquidity of the trading market, if any, and future trading prices of the debentures will depend on many factors, including, among other things, the market price of our class A common stock, prevailing interest rates, our operating results, financial performance and prospects, the market for similar securities and the overall securities market, and may be adversely affected by unfavorable changes in these factors. Historically, the market for convertible debt has been subject to disruptions that have caused volatility in prices. It is possible that the market for the debentures will be subject to disruptions which may have a negative effect on the holders of the debentures, regardless of our operating results, financial performance or prospects.

Our credit agreement contains covenant restrictions that may limit our ability to operate our business.

Our credit agreement contains, and any of our other future debt agreements may contain, covenant restrictions that limit our ability to operate our business, including restrictions on our ability to:

incur additional debt or issue guarantees;

create liens;

make certain investments;

enter into transactions with our affiliates;

sell certain assets;

redeem capital stock or make other restricted payments;

declare or pay dividends or make other distributions to stockholders; and

merge or consolidate with any person.

In addition, our credit agreement contains additional affirmative and negative covenants that are more restrictive than those contained in the indenture governing the debentures. Our ability to comply

with these covenants is dependent on our future performance, which will be subject to many factors, some of which are beyond our control, including prevailing economic conditions.

As a result of these covenants, our ability to respond to changes in business and economic conditions and to obtain additional financing, if needed, may be significantly restricted, and we may be prevented from engaging in transactions that might otherwise be beneficial to us. In addition, our failure to comply with these covenants could result in a default under the debentures and our other debt, which could permit the holders to accelerate such debt. If any of our debt is accelerated, we may not have sufficient funds available to repay such debt.

The effect of the concurrent issuance of our shares of class A common stock, including the issuance of the shares pursuant to the share lending agreement, which issuance is being made to facilitate sales of our class A common stock in short sale transactions by purchasers of certain of our securities, may be to lower the market price of our class A common stock.

Concurrently with this offering of debentures, we are offering 4,250,000 shares of our class A common stock in a separate registered offering. 2,450,000 of those shares are being underwritten by the underwriters of this offering and are being offered to the public for our account. 1,800,000 of those shares are being borrowed by an affiliate of Credit Suisse Securities (USA) LLC, a managing underwriter in this offering, under a share lending agreement we have entered into with such affiliate and Credit Suisse Securities (USA) LLC. While we will receive proceeds from the sale of 2,450,000 shares of class A common stock in the underwritten equity portion of that concurrent class A common stock offering, we will not receive any proceeds from the offering of the borrowed shares of class A common stock pursuant to the share lending agreement. Rather, we will receive only a nominal lending fee from that affiliate for the use of such shares. Such loaned shares must be returned to us by August 1, 2027, or earlier in certain circumstances. See "Description of Share Lending Agreement."

The increase in the number of outstanding shares of our class A common stock could have a negative effect on the market price of our class A common stock. In addition, because such affiliate of Credit Suisse Securities (USA) LLC has agreed to use such sales to facilitate the establishment by the debenture investors and investors in our presently outstanding 1.25% debentures due 2027 and, with our consent, other securities that we may issue in the future, of hedged positions through short sales or privately negotiated derivatives transactions, in those securities, the market price of our class A common stock could be further negatively affected by these or other short sales of our class A common stock.

The borrowed shares may not be available to facilitate hedging transactions in some circumstances, including if Credit Suisse International returns our shares to us before the expiration of our share lending agreement or if a registration statement is unavailable prior to such time as Credit Suisse International has completed the initial sale of such shares. Any unavailability of borrowed shares to facilitate hedging transactions may make it more difficult for buyers of the debentures to hedge their investment and consequently could adversely impact the price of the debentures.

Upon any conversion of the debentures, we will pay cash in lieu of issuing shares of our class A common stock with respect to an amount up to the principal amount of debentures converted. We retain the right to satisfy any remaining conversion obligation, in whole or part, in cash or in additional shares of class A common stock, based upon a predetermined formula. Therefore, upon conversion, holders of the debentures may not receive any shares of our class A common stock, or may receive fewer shares than the number into which their debentures would then currently be convertible.

Upon any conversion of the debentures, we will pay cash in lieu of issuing shares of our common stock with respect to an amount up to the principal amount of debentures converted. We retain the right to satisfy any remaining conversion obligation, in whole or part, in cash or in additional shares of our class A common stock with respect to the conversion value in excess thereof, based on a daily conversion value (as defined herein) calculated based on a proportionate basis for each day of the 20

trading day conversion period. See "Description of the Debentures Conversion Rights Conversion Procedures Settlement Upon Conversion." Accordingly, upon conversion of debentures, holders may not receive any shares of our class A common stock. In addition, because of the 20 trading day calculation period, in certain cases, settlement will be delayed until at least the 26th trading day following the related conversion date. See "Description of Debentures Conversion Rights Conversion Procedures Settlement Upon Conversion." Moreover, upon conversion of the debentures, you may receive less proceeds than expected because the price of our class A common stock may decrease (or not appreciate as much as you may expect) between the conversion date and the day the settlement amount of your debentures is determined. Further, as a result of cash payments, our liquidity may be reduced upon conversion of the debentures. In addition, in the event of our bankruptcy, insolvency or certain similar proceedings during the conversion period (as defined under "Description of the Debentures Conversion Rights Conversion Procedures Settlement Upon Conversion"), there is a risk that a bankruptcy court may decide a holder's claim to receive such cash and/or shares could be subordinated to the claims of our creditors as a result of such holder's claim being treated as an equity claim in bankruptcy.

The conditional conversion feature of the debentures could result in your receiving less than the value of the class A common stock into which a debenture would otherwise be convertible.

At certain times, the debentures are convertible into cash and, if applicable, shares of our class A common stock only if specified conditions are met. If these conditions are not met, you will not be able to convert your debentures at that time, and, upon a later conversion, you may not be able to receive the value of the class A common stock into which the debentures would otherwise have been convertible had such conditions been met.

The conversion rate of the debentures may not be adjusted for all dilutive events that may adversely affect the trading price of the debentures or the class A common stock issuable upon conversion of the debentures.

The conversion rate of the debentures is subject to adjustment upon certain events, including the issuance of stock dividends on our class A common stock, the issuance of rights or warrants, subdivisions, combinations, distributions of capital stock, indebtedness or assets, cash dividends and issuer tender or exchange offers as described under "Description of the Debentures Conversion Rights Conversion Rate Adjustments." The conversion rate will not be adjusted for certain other events, including, for example, upon the issuance of additional shares of stock for cash, any of which may adversely affect the trading price of the debentures or the class A common stock issuable upon conversion of the debentures. Even if the conversion price is adjusted for a dilutive event, such as a leveraged recapitalization, it may not fully compensate you for your economic loss.

If you hold debentures, you will not be entitled to any rights with respect to our class A common stock, but you will be subject to all changes made with respect to our class A common stock.

If you hold debentures, you will not be entitled to any rights with respect to our class A common stock (including, without limitation, voting rights and rights to receive any dividends or other distributions on our class A common stock), but you will be subject to all changes affecting our class A common stock. You will have rights with respect to our class A common stock only if you convert your debentures, which you are permitted to do only in limited circumstances described herein. For example, in the event that an amendment is proposed to our articles of incorporation or bylaws requiring stockholder approval and the record date for determining the stockholders of record entitled to vote on the amendment occurs prior to delivery of our class A common stock to you, you will not be entitled to vote on the amendment, although you will nevertheless be subject to any changes in the powers, preferences or rights of our class A common stock.

Conversion of the debentures will dilute the ownership interest of existing stockholders, including holders who had previously converted their debentures.

To the extent we issue class A common stock upon conversion of the debentures or the 1.25% debentures, the conversion of some or all of such debentures will dilute the ownership interests of existing stockholders, including holders who had previously converted their debentures. Any sales in the public market of the class A common stock issuable upon such conversion could adversely affect prevailing market prices of our class A common stock. In addition, the existence of the debentures may encourage short selling of our common stock by market participants who expect that the conversion of the debentures could depress the price of our class A common stock.

The debentures may not be rated or may receive a lower rating than anticipated.

We do not intend to seek a rating on the debentures. However, if one or more rating agencies rates the debentures and assigns the debentures a rating lower than the rating expected by investors, or reduces its rating in the future, the market price of the debentures and our class A common stock could be reduced.

The price of our class A common stock, and therefore of the debentures, may fluctuate significantly, and a liquid trading market for our class A common stock may not be sustained.

Our class A common stock has a limited trading history in the public markets. The trading price of our class A common stock could be subject to wide fluctuations due to the factors discussed in this risk factors section and in the risk factors incorporated by reference. In addition, the stock market in general, and The Nasdaq Global Market and the securities of technology companies in particular, have experienced extreme price and volume fluctuations. These trading prices and valuations, including our own market valuation and those of companies in our industry generally, may not be sustainable. These broad market and industry factors may decrease the market price of our class A common stock, regardless of our actual operating performance. Moreover, because the debentures are convertible into our class A common stock, volatility or depressed prices of our class A common stock could have a similar effect on the trading price of the debentures. In addition, in the past, following periods of volatility in the overall market and the market price of a company's securities, securities class action litigation has often been instituted against these companies. This litigation, if instituted against us, could result in substantial costs and a diversion of our management's attention and resources.

Substantial future sales or other dispositions of our class A common stock or other securities could cause our stock price to fall.

Sales of our class A common stock in the public market or sales of any of our other securities, or the perception that such sales could occur, could cause the market price of our class A common stock to decline. As of July 1, 2007, SunPower had 34,710,285 shares of class A common stock outstanding, and Cypress owned the 44,533,287 outstanding shares of SunPower's class B common stock, representing approximately 56% of the total outstanding shares of SunPower's common stock. After giving effect to our concurrent offering of class A common stock, Cypress will own 53% of the total number of shares and 90% of the voting power of our outstanding common stock. Cypress, its successors in interest and its subsidiaries may convert their shares of our class B common stock into class A common stock at any time. Cypress has no contractual obligation to retain its shares of our class A common stock, except that Cypress has agreed not to sell or distribute any of its shares of our common stock without the consent of Credit Suisse Securities (USA) LLC and Lehman Brothers Inc. until 60 days after the date of this prospectus supplement. Subject to applicable United States federal and state securities laws, Cypress may sell or distribute to its stockholders any or all of the shares of our common stock that it owns, which may or may not include the sale of a controlling interest in us. In late 2006, Cypress announced that it was exploring ways in which to allow its stockholders to fully realize the value of its investment in SunPower. Since that date, Cypress has made public statements

and taken actions that are consistent with these announcements. In May 2007, Cypress sold 7.5 million shares of our class B common stock to an unaffiliated third party in an offering pursuant to Rule 144 under the Securities Act. Upon the completion of that sale, such shares automatically, by their terms, converted into 7.5 million shares of our class A common stock.

If Cypress elects to convert its shares of our class B common stock into shares of our class A common stock, an additional 44,533,287 shares of our class A common stock will be available for sale, subject to customary sales restrictions. In addition, except in limited circumstances, Cypress has the right to cause us to register the sale of its shares of our class B common stock or class A common stock under the Securities Act. Registration of these shares under the Securities Act would result in these shares, other than shares purchased by our affiliates, becoming freely tradable without restriction under the Securities Act.

If Cypress distributes to its stockholders shares of our class B common stock that it owns, substantially all of these shares would be eligible for immediate resale in the public market. We are unable to predict whether significant amounts of our class A common stock would be sold in the open market in anticipation of, or after, any such distribution. We also are unable to predict whether a sufficient number of buyers for shares of our class A or class B common stock would be in the market at that time.

We have filed registration statements covering 2,651,454 shares of class A common stock issuable under outstanding options under various equity incentive plans and, as of July 1, 2007, have 718,000 shares reserved for future issuance under SunPower's 2005 Stock Incentive Plan. We have also registered for resale up to 4,106,884 shares of class A common stock for resale by holders of former PowerLight shares. Although some of these shares have already been sold into the market, the remaining shares are available for sale, although sales of shares held by former PowerLight shareholders who are now affiliates of SunPower are subject to sales restrictions under the Securities Act.

If securities or industry analysts do not publish research or reports about us, our business or our market, or if they change their recommendations regarding our stock adversely, our stock price and trading volume could decline.

The trading market for our class A common stock is influenced by the research and reports that industry or securities analysts publish about us, our business or our market. If one or more of the analysts who cover us change their recommendation regarding our stock adversely, our stock price would likely decline. If one or more of these analysts ceases coverage of our company or fails to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

The difference in the voting rights of our class A and our class B common stock may reduce the value and liquidity of our class A common stock.

The rights of class A and class B common stock are substantially similar, except with respect to voting, conversion and other protective provisions. The class B common stock is entitled to eight votes per share and the class A common stock is entitled to one vote per share. The difference in the voting rights of our class A and class B common stock both before and after any distribution of our class B common stock by Cypress to its stockholders could reduce the value of our class A common stock to the extent that any investor or potential future purchaser of our common stock ascribes value to the right of our class B common stock to eight votes per share. The existence of two classes of common stock trading simultaneously in the public markets could result in less liquidity for either class of common stock than if there was only one class of our common stock being traded.

Changes in the accounting treatment of certain of our existing securities and/or the securities we are offering by this prospectus supplement and the accompanying prospectus could decrease our earnings per share and potentially our stock price.

There may be, in the future, potentially new or different accounting pronouncements or regulatory rulings, which could impact the way we are required to account for certain of our existing securities and/or the securities we are offering by this prospectus supplement and the accompanying prospectus, and which may have an adverse impact on our future financial condition and results of operations. With respect to our existing debt securities and the debentures we are offering, we are required under U.S. GAAP as presently in effect to include in outstanding shares for purposes of computing earnings per share only a number of shares underlying the debentures that, at the end of a given quarter, have a value in excess of the outstanding principal amount of the debentures. This is because of the "net share settlement" feature of the debentures, under which we are required to pay the principal amount of the debentures in cash. The accounting method for net share settled convertible securities is currently under consideration by the Financial Accounting Standards Board (FASB). At its meeting on July 25, 2007, FASB approved the preparation of a position statement adopting a new method of accounting for net share settled convertible securities under which the debt and equity components of the security would be bifurcated and accounted for separately. The change, if enacted, is expected to take effect for fiscal periods beginning after December 15, 2007. If the proposed position is adopted, it would increase the interest expense reported on our statement of operations and, consequently, reduce our operating results.

In addition, because the borrowed shares we are concurrently offering must be returned to us prior to August 1, 2007, we believe that under U.S. GAAP as presently in effect, the borrowed shares will not be considered outstanding for the purpose of computing and reporting our earnings per share. We have a similar belief with respect to the 2,947,132 shares we loaned to an affiliate of Lehman Brothers Inc. in connection with our February 2007 offering of the 1.25% debentures. This accounting method is also subject to change. If we become required to treat the borrowed shares as outstanding for purposes of computing earnings per share, our earnings per share would be reduced. Any reduction in our earnings per share could cause our stock price to decrease, possibly significantly and, consequently, adversely impact the price of our debentures.

Delaware law and our certificate of incorporation and bylaws contain anti-takeover provisions that could delay or discourage takeover attempts that stockholders may consider favorable.

Provisions in our restated certificate of incorporation and bylaws may have the effect of delaying or preventing a change of control or changes in our management. These provisions include the following:

the right of the board of directors to elect a director to fill a vacancy created by the expansion of the board of directors;

the prohibition of cumulative voting in the election of directors, which would otherwise allow less than a majority of stockholders to elect director candidates;

the requirement for advance notice for nominations for election to the board of directors or for proposing matters that can be acted upon at a stockholders' meeting;

the ability of the board of directors to issue, without stockholder approval, up to 10,042,490 shares of preferred stock with terms set by the board of directors, which rights could be senior to those of common stock; and

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in the event that Cypress, its successors in interest and its subsidiaries no longer collectively own shares of our common stock equal to at least 40% of the shares of all classes of our common stock then outstanding and Cypress is no longer consolidating us for accounting purposes:

our board of directors will be divided into three classes of directors, with the classes to be as nearly equal in number as possible;

no action can be taken by stockholders except at an annual or special meeting of the stockholders called in accordance with our bylaws, and stockholders may not act by written consent;

stockholders may not call special meetings of the stockholders; and

our board of directors will be able to alter our bylaws without obtaining stockholder approval.

Until such time as Cypress, its successor in interest and its subsidiaries collectively own less than 40% of the shares of all classes of our common stock then outstanding and Cypress is no longer consolidating us for accounting purposes, the affirmative vote of at least 75% of the then-authorized number of members of our board of directors will be required to: (1) adopt, amend or repeal our bylaws or certificate of incorporation; (2) appoint or remove our chief executive officer; (3) designate, appoint or allow for the nomination or recommendation for election by our stockholders of an individual to our board of directors; (4) change the size of our board of directors to be other than in the range of five to seven members; (5) form a committee of our board of directors or establish or change a charter, committee responsibilities or committee membership of any committee of our board of directors; (6) adopt any stockholder rights plan, "poison pill" or other similar arrangement; or (7) approve any transactions that would involve a merger, consolidation, restructuring, sale of substantially all of our assets or any of our subsidiaries or otherwise result in any person or entity obtaining control of us or any of our subsidiaries. Cypress may at any time in its sole discretion waive this requirement to obtain such a supermajority vote of our board of directors.

In addition, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, or the DGCL. These provisions may prohibit large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or combining with us. These provisions in our restated certificate of incorporation, bylaws and under Delaware law could discourage potential takeover attempts and could reduce the price that investors might be willing to pay for shares of our common stock in the future and result in the market price being lower than they would without these provisions.

Our management has broad discretion over the use of proceeds from this offering.

Our management has significant flexibility in applying the proceeds that we receive from this offering. Because the proceeds are not required to be allocated to any specific investment or transaction, you cannot determine the value or propriety of our management's application of the proceeds on our behalf. In addition, the proceeds of this offering may be used in a manner which does not generate a favorable return for us.

Certain Updated Risks Related to our Business

The risks set forth below are not the only risks we face that relate to our business. Instead, these risks are only those that we have updated since the filing of our Quarterly Report on Form 10-Q for the quarter ended April 1, 2007. For information regarding additional risks related to our business, please see the risks set forth under the caption "Item 1A Risk Factors Risks Related to Our Business" in such Quarterly Report. The risks set forth under that caption remain substantially current except as superseded by the risks set forth below.

The solar power industry is currently experiencing an industry-wide shortage of polysilicon. This shortage poses several risks to our business, including possible constraints on revenue growth and possible decreases in our gross margins and profitability.

Polysilicon is an essential raw material in our production of solar cells and also in the solar cells and modules used by our Systems Segment business to produce solar power systems. Polysilicon is created by refining quartz or sand. Polysilicon is melted and grown into crystalline ingots by companies specializing in ingot growth. We procure silicon ingots from these suppliers on a contractual basis and then slice these ingots into wafers. We also purchase wafers and polysilicon from third-party vendors. The ingots are sliced and the wafers are processed into solar cells in our Philippines manufacturing facility.

There is currently an industry-wide shortage of polysilicon, which has resulted in significant price increases. We expect that the average spot price of polysilicon will continue to increase. Increases in polysilicon prices have in the past increased our manufacturing costs and may impact our manufacturing costs and net income in the future. Even with these price increases, demand for solar cells has increased, as many of our principal competitors have announced plans to add additional manufacturing capacity. As this manufacturing capacity becomes operational, it will increase the demand for polysilicon and further exacerbate the current shortage. Polysilicon is also used in the semiconductor industry generally and any increase in demand from that sector will compound the shortage. The production of polysilicon is capital intensive and adding additional capacity requires significant lead time. While we are aware that several new facilities for the manufacture of polysilicon are under construction, we do not believe that the supply imbalance will be remedied in the near term. We expect that polysilicon demand will continue to outstrip supply throughout 2007 and potentially for a longer period.

Although we have arrangements with vendors for the supply of what we believe will be an adequate amount of silicon ingots through 2007, our purchase orders are generally non-binding in nature. Our estimates regarding our supply needs may not be correct and our purchase orders and many of our contracts may be cancelled by our suppliers. Additionally, the volume and pricing associated with these purchase orders and contracts may be changed by our suppliers based on market conditions. If our suppliers were to cancel our purchase orders or change the volume or pricing associated with them, we may be unable to meet customer demand for our products, which could cause us to lose customers, market share and revenue. This would have a material negative impact on our business and operating results. If our manufacturing yields decrease significantly, we add manufacturing capacity faster than currently planned or our suppliers cancel or fail to deliver, we may not have made adequate provision for our polysilicon needs for the balance of the year. In addition, we currently purchase polysilicon and make advances to suppliers to secure future polysilicon supply, which adversely affects our liquidity. These advances may in the future take the form of equity issuances, which would result in additional dilution to our stockholders.

In addition, since some of our silicon ingot and wafer arrangements are with suppliers who do not themselves manufacture polysilicon but instead purchase their requirements from other vendors, these suppliers may not be able to obtain sufficient polysilicon to satisfy their contractual obligations to us.

There are a limited number of polysilicon suppliers. Many of our competitors also purchase polysilicon from our suppliers. Since we have only been purchasing polysilicon in bulk for slightly more than two years, which is a shorter period than some of our competitors, these competitors have longer and perhaps stronger relationships with our suppliers than we do. Some of our competitors also have greater buying power than we do. Some of them also have inter-locking board members with their polysilicon suppliers or have entered into joint ventures with their suppliers. Additionally, a substantial amount of our future polysilicon requirements are expected to be sourced by new suppliers that have not yet proven their ability to manufacture large volumes of polysilicon. In some cases we expect that

new entrants will provide us with both polysilicon and ingots. The failure of these new entrants to produce adequate supplies of polysilicon and/or ingots in the quantities and quality we require could adversely affect our ability to grow production volumes and revenues and could also result in a decline in our gross profit margin. Since we have committed to significantly increase our manufacturing output, an inadequate supply of polysilicon would harm us more than it would harm many of our competitors.

Our inability to obtain sufficient polysilicon, ingots or wafers at commercially reasonable prices or at all for any of the foregoing reasons, or otherwise, would adversely affect our ability to meet existing and future customer demand for our products and could cause us to make fewer shipments, lose customers and market share and generate lower than anticipated revenue, thereby seriously harming our business, financial condition and results of operations.

Long term, firm commitment supply agreements with polysilicon, ingot or wafer suppliers could result in insufficient or excess inventory or place us at a competitive disadvantage.

We manufacture our solar cells utilizing ingots and wafers manufactured by third parties, which in turn use polysilicon for their manufacturing process. We are seeking to address the current polysilicon shortage by negotiating multi-year, binding contractual commitments directly with polysilicon suppliers, and supplying such polysilicon to third parties which provide us ingots and wafers. Under such polysilicon agreements, we may be required to purchase a specified quantity of polysilicon, ingots or wafers at fixed prices, in some cases subject to upward inflation-related adjustments over a set period of time, which is often a period of several years. We also may be required to make substantial prepayments to these suppliers against future deliveries. For example, in July 2007 we entered into a long term supply agreement with Hemlock Semiconductor Corporation, or Hemlock, a manufacturer of polysilicon. The agreement requires us to purchase an amount of silicon that is expected to support more than two gigawatts of solar cell production, at fixed prices from 2010 to 2019. We are also required to make prepayments to Hemlock prior to 2010 in the aggregate amount of \$113 million in three equal installments. Such prepayments will be used to fund the expansion of Hemlock's polysilicon manufacturing capacity and will be credited against future deliveries of polysilicon to us. The Hemlock agreement, or any other "take or pay" agreement we enter into, allows the supplier to invoice us for the full purchase price of polysilicon we are under contract to purchase each year, whether or not we actually order the required volume. If for any reason we fail to order the required annual volume under the Hemlock or similar agreements, the resulting monetary damages could have a material adverse effect on our business and results of operations.

We do not obtain contracts or commitments from customers for solar panels manufactured with the polysilicon purchased under such firm commitment contracts. Instead, we rely on our long-term internal forecasts to determine the timing of our production schedules and the volume and mix of products to be manufactured, including the estimated quantity of polysilicon, ingots and wafers needed. The level and timing of orders placed by customers may vary for many reasons. As a result, at any particular time, we may have insufficient or excess inventory, which could render us unable to fulfill customer orders or increase our cost of production. In addition, we have negotiated the fixed prices under these supply contracts based on our long term projections of the future price of polysilicon. If the spot price of polysilicon in future periods is less than the price we have committed to pay either because of new technological developments or any other reason, our cost of production could be comparatively higher than that of competitors who buy polysilicon on the spot market. This would place us at a competitive disadvantage to these competitors, and could materially and adversely affect our business and results of operations.

Long term contractual commitments also expose us to specific counter party risk, which can be magnified when dealing with suppliers without a long, stable production and financial history. For example, if one or more of our contractual counterparties is unable or unwilling to provide us with the contracted amount of polysilicon, wafers or ingots, we could be required to attempt to obtain

polysilicon in the spot market, which could be unavailable at that time, or only available at prices in excess of our contracted prices. In addition, in the event any such supplier experiences financial difficulties, it may be difficult or impossible, or may require substantial time and expense, for us to recover any or all of our prepayments. Any of the foregoing could materially harm our financial condition and results of operations.

The execution of our growth strategy for our Systems Segment is dependent upon the continued availability of third party financing arrangements for our customers.

For many of our projects, our customers have entered into agreements to pay us over an extended period of time based on energy savings generated by our solar power systems, rather than pay the full capital cost of purchasing the solar power systems up front. For these types of projects, many of our customers choose to purchase solar electricity from our systems under a power purchase agreement with a financing company that purchases the system from us. These structured finance arrangements are complex and may not be feasible in many situations. In addition, customers opting to finance a solar power system may forgo certain tax advantages associated with an outright purchase on an accelerated basis which may make this alternative less attractive for certain potential customers. If customers are unwilling or unable to finance the cost of our products, or if the parties that have historically provided this financing cease to do so, or only do so on terms that are substantially less favorable for us or these customers, our growth will be adversely affected.

Expansion of our manufacturing capacity has and will continue to increase our fixed costs, which increase may have a negative impact on our financial condition if demand for our products decreases.

We have recently expanded, and plan to continue to expand, our manufacturing facilities. As we build additional manufacturing lines or facilities, our fixed costs will increase. If the demand for our solar power products or our production output decreases, we may not be able to spread a significant amount of our fixed costs over the production volume, thereby increasing our per unit fixed cost, which would have a negative impact on our financial condition and results of operations.

The development of a unified system of controls over financial reporting may take a significant amount of management's time and attention and, if not completed in a timely manner, could negatively impact us.

Prior to its acquisition by us in January 2007, PowerLight Corporation (now known as SunPower Corporation, Systems) was not required to report on the effectiveness of its internal controls over financial reporting because it was not subject to the requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act. In August 2006, the audit committee of PowerLight Corporation received a letter from that company's independent auditors identifying certain material weaknesses in that company's internal controls over financial reporting relating to that company's audits of its consolidated financial statements for 2005, 2004 and 2003. These material weaknesses included problems with financial statement close processes and procedures, inadequate accounting resources, unsatisfactory application of the percentage of completion accounting method, inaccurate physical inventory counts, incorrect accounting for complex capital transactions and inadequate disclosure of related party transactions. In addition, PowerLight Corporation had to restate its 2004 and 2003 financial statements to correct previously reported amounts primarily related to its contract revenue, contract costs, accrued warranty, California state sales taxes and inventory items. In July 2007, subsequent to our acquisition of PowerLight Corporation, its independent auditors completed their audit of PowerLight Corporation's 2006 financial statements. In connection with that audit, our audit committee received a letter from the independent auditors of PowerLight Corporation identifying significant deficiencies in PowerLight Corporation's internal controls over financial reporting.

We have begun remediation efforts with respect to the material weaknesses and significant deficiencies identified by PowerLight Corporation's independent auditors. Although initiated, our plans

to improve these internal controls and processes are not complete. While we expect to complete this remediation process as quickly as possible, doing so depends on several factors beyond our control, including the hiring of additional qualified personnel and, as a result, we cannot at this time estimate how long it will take to complete the steps identified above. Our management will continue to evaluate the effectiveness of the control environment in our systems segment and will continue to develop and enhance SunPower Corporation, Systems' internal controls. We cannot assure you that the measures we have taken to date or any future measures will remediate the material weaknesses reported by PowerLight Corporation's independent auditors. Additional deficiencies in our internal controls may be discovered in the future. Any failure to develop or maintain effective controls, or any difficulties encountered in their implementation or improvement, could harm our operating results or cause us to fail to meet our reporting obligations and may result in a restatement of our prior period financial statements. Ineffective internal controls could also cause investors to lose confidence in our reported financial information, which would likely have a negative effect on the trading price of our securities.

Our report on internal controls over financial reporting in our annual report on Form 10-K for the fiscal year ended December 31, 2006 did not include an assessment of PowerLight Corporation's internal controls. We are not required to include SunPower Corporation, Systems, which now makes up our Systems Segment, in our report on internal controls until our annual report on Form 10-K for the fiscal year ending December 28, 2008. Unanticipated factors may hinder the effectiveness or delay the integration of SunPower's and SunPower Corporation, Systems' internal control systems. We cannot be certain as to whether we will be able to establish an effective, unified system of internal controls over financial reporting in a timely manner, or at all.

Updated Risks Related to Our Relationship with Cypress Semiconductor Corporation

The risks set forth below are not the only risks we face that relate to our relationship with Cypress. Instead, these risks are only those that we have updated since the filing of our Quarterly Report on Form 10-Q for the quarter ended April 1, 2007. For information regarding additional risks related to our relationship with Cypress please see the risks set forth under the caption "Item 1A Risk Factors Risks Related to Our Relationship with Cypress Semiconductor Corporation" in such Quarterly Report. The risks set forth under that caption remain substantially current except as superseded by the risks set forth below.

As long as Cypress controls us, the ability of our other stockholders to influence matters requiring stockholder approval will be limited.

As of July 1, 2007, Cypress owned all 44,533,287 shares of outstanding SunPower class B common stock, representing approximately 56% of the total outstanding shares of SunPower common stock, or approximately 51% of such shares on a fully diluted basis after taking into account outstanding options, and 91% of the voting power of SunPower's outstanding capital stock. After giving effect to this offering and our concurrent offering of common stock, Cypress' holdings of our class B common stock will represent approximately 53% of the total outstanding shares of SunPower common stock, or approximately 51% of such shares on a fully diluted basis after taking into account outstanding options, and 90% of the voting power of our outstanding capital stock.

Shares of our class A common stock and our class B common stock have substantially similar rights, preferences and privileges except with respect to certain voting and conversion rights and other protective provisions. Shares of our class B common stock are entitled to eight votes per share of class B common stock, and shares of our class A common stock are entitled to one vote per share of class A common stock. Cypress, its successors in interest or its subsidiaries may convert their shares of our class B common stock into shares of our class A common stock on a one-for-one basis at any time. Prior to a tax-free distribution by Cypress of its shares of our class B common stock to its stockholders, the class B common shares will automatically convert into shares of class A common stock if such shares are transferred to a person other than Cypress, its successors in interest or its subsidiaries. In

the event that Cypress, its successors in interest and its subsidiaries collectively own less than 40% of the shares of all classes of our common stock then outstanding and Cypress has not effected a tax-free distribution of our class B common stock to its stockholders, each outstanding share of class B common stock will automatically convert into one share of class A common stock. If Cypress completes a tax-free distribution of our class B common stock to its stockholders, the distributed class B common stock would not convert into class A common stock. Until such time as our class B common stock converts into our class A common stock or Cypress completes a tax-free distribution of our class B common stock, by virtue of the voting power afforded the shares of our class B common stock, Cypress will be able to effectively elect all of the members of our board of directors.

In addition, until such time as Cypress, its successors in interest and its subsidiaries collectively own less than 40% of the shares of all classes of our common stock then outstanding and Cypress is no longer consolidating us for accounting purposes, Cypress will have the ability to take stockholder action without the vote of any other stockholder and, by virtue of the voting power afforded the shares of our class B common stock, investors will not be able to affect the outcome of any stockholder vote during this period. As a result, Cypress will have the ability to control all matters affecting us, including:

the composition of our board of directors and, through the board of directors, any determination with respect to our business plans and policies, including the appointment and removal of officers;

any determinations with respect to mergers and other business combinations;

our acquisition or disposition of assets;

our financing activities;

changes to the agreements providing for our separation from Cypress;

the allocation of business opportunities that may be suitable for us;

the payment of dividends on our class A common stock; and

the number of shares available for issuance under our stock plans.

Cypress's voting control may discourage transactions involving a change of control of SunPower, including transactions in which holders of our class A common stock might otherwise receive a premium for their shares over the then current market price. Cypress has agreed not to sell or distribute any of its shares of our common stock without the prior consent of Credit Suisse Securities (USA) LLC and Lehman Brothers Inc. until 60 days after the date of this prospectus supplement. After the expiration of such period, Cypress is not prohibited from selling a controlling interest in us to a third party and may do so without approval of holders of our class A common stock and without providing for a purchase of our class A common stock. Accordingly, shares of our class A common stock may be worth less than they would be if Cypress did not maintain voting control over us.

Our agreements with Cypress require us to indemnify Cypress for certain tax liabilities. These indemnification obligations or related considerations may limit our ability to obtain additional financing, participate in future acquisitions or pursue other business initiatives.

We have entered into a tax sharing agreement with Cypress, under which we and Cypress agree to indemnify one another for certain taxes and similar obligations that the other party could incur under certain circumstances. In general, we will be responsible for taxes relating to our business. Furthermore, we may be held jointly and severally liable for taxes determined on a consolidated basis for the entire Cypress group for any particular taxable year that we are a member of the group even though Cypress is required to indemnify us for its taxes pursuant to the tax sharing agreement. As of June 2006, we ceased to be a member of the Cypress consolidated group for federal income tax purposes or state

income tax purposes. Thus, to the extent that we become entitled to utilize on our separate tax returns portions of those credit or loss carryforwards existing as of such date, we will distribute to Cypress the tax effect (estimated to be 34% for federal income tax purposes) of the amount of such tax loss carryforwards so utilized and the amount of any credit carryforwards so utilized. We will distribute these amounts to Cypress in cash or in our shares, at our option. Accordingly, we will be subject to the obligations payable to Cypress for any federal income tax credit or loss carryforwards utilized in SunPower's federal tax returns. As of December 31, 2006, we had approximately \$50.6 million of federal net operating loss carryforwards and approximately \$4.8 million of California net operating loss carryforwards, meaning that such potential future payments to Cypress, which would be made over a period of several years, would therefore aggregate between \$15.0 million and \$16.0 million.

If Cypress distributes our class B common stock to Cypress stockholders in a transaction intended to qualify as a tax-free distribution under Section 355 of the Internal Revenue Code, or the Code, Cypress intends to obtain an opinion of counsel to the effect that such distribution qualifies under Section 355 of the Code. Despite such an opinion, however, the distribution may nonetheless be taxable to Cypress under Section 355(e) of the Code if 50% or more of our voting power or economic value is acquired as part of a plan or series of related transactions that includes the distribution of our stock. The tax sharing agreement includes our obligation to indemnify Cypress for any liability incurred as a result of issuances or dispositions of our stock after the distribution, other than liability attributable solely to certain dispositions of our stock by Cypress, that cause Cypress' distribution of shares of our stock to its stockholders to be taxable to Cypress under Section 355(e) of the Code. Under current law, following a distribution by Cypress and for up to two years thereafter (or possibly longer if we are acting pursuant to a preexisting plan), our obligation to indemnify Cypress will be triggered only if we issue stock or otherwise participate in one or more transactions other than the distribution in which 50% or more of our voting power or economic value is acquired in financing or acquisition transactions that are part of a plan or series of related transactions that includes the distribution. If such an indemnification obligation is triggered, the extent of our liability to Cypress will generally equal the product of (a) Cypress' top marginal federal and state income tax rate for the year of the distribution, and (b) the difference between the fair market value of our class B common stock distributed to Cypress stockholders and Cypress' tax basis in such stock as determined on the date of the distribution.

For example, under the current tax rules, if Cypress was to make a complete distribution of its shares of our class B common stock, and our total outstanding capital stock at the time of such distribution were 84 million shares, unless we qualified for one of several safe harbor exemptions available under the Treasury Regulations, in order to avoid our indemnification obligation to Cypress, we could not, for up to two years (or possibly longer if we are acting pursuant to a preexisting plan) from the date of Cypress' distribution, issue 84 million or more shares of our class A common stock, nor could we participate in one or more transactions (excluding the distribution itself) in which 42 million or more shares of our then-existing class A common stock were to be acquired in connection with a plan or series of related transactions that includes the distribution. In addition, these limits could be lower depending on certain actions that we or Cypress might take before or after a distribution. If we were to participate in such a transaction, assuming Cypress distributed 44,500,000 shares, Cypress' top marginal income tax rate is 40% for federal and state income tax purposes, the fair market value of our class B common stock is \$69.00 per share and Cypress' tax basis in such stock is \$5.00 per share on the date of their distribution, then our liability under our indemnification obligation to Cypress would be approximately \$1.1 billion.

In order to preserve various options for the separation of our two companies, we and Cypress may seek to preserve Cypress' ownership of our company at certain levels. Any such effort could limit our ability to use our equity to raise capital, pursue acquisitions, compensate employees or engage in other business initiatives. In addition, our ability to use our equity to obtain additional financing or to engage in acquisition transactions for a period of time after a tax-free distribution of our shares by Cypress will be restricted if we can only sell or issue a limited amount of our stock before triggering our obligation to indemnify Cypress for taxes it incurs under Section 355(e) of the Code.

**RATIO OF EARNINGS TO FIXED CHARGES AND RATIO OF EARNINGS
TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS**

Our ratio of earnings to fixed charges for the years ended December 29, 2002, December 28, 2003, for the period from December 29, 2004 to November 8, 2004, for the period from November 9, 2004 to January 2, 2005, for the years ended January 1, 2006 and December 31, 2006 and for the three months ended April 1, 2007 is set forth below. We were not required to pay, nor did we pay, dividends on any preferred stock outstanding during any of these periods. As a result, our ratio of earnings to combined fixed charges and preferred stock dividends did not differ from the ratio below during any of these periods.

	Predecessor Company			Successor Company			
	Year Ended		Dec. 29, 2003 through Nov. 8, 2004	Year Ended			Three Months Ended April 1, 2007
	December 29, 2002	December 28, 2003		Nov. 9, 2004 through Jan. 2, 2005	January 1, 2006	December 31, 2006	
Ratio of Earnings to Fixed Charges(1)	(2)	(2)	(2)	(2)	(2)	13.8	(2)

- (1) For purposes of calculating the ratio of earnings to fixed charges, fixed charges are calculated by adding (a) interest on all indebtedness and amortization of debt discount and expense, (b) interest capitalized and (c) an estimate of the interest within rental expense. Earnings are calculated by adding (a) pretax income from continuing operations, (b) fixed charges and (c) amortization of capitalized interest.
- (2) Earnings were inadequate to cover fixed charges by \$3.5 million, \$14.5 million, \$23.3 million, \$5.6 million, \$15.8 million and \$1.3 million for the years ended December 29, 2002 and December 28, 2003, for the period from December 29, 2003 to November 8, 2004, for the period from November 9, 2004 to January 2, 2005, for the year ended January 1, 2006 and for the three months ended April 1, 2007, respectively.

CAPITALIZATION

The following table sets forth our capitalization as of April 1, 2007:

on an actual basis; and

on an as adjusted basis to reflect (i) the completion of our sale of the senior convertible debentures in this offering and the receipt of the proceeds therefrom (assuming the underwriters' option to purchase additional senior convertible debentures is not exercised); and (ii) the completion of our concurrent offering of 4,250,000 shares of our class A common stock including (a) our receipt of the proceeds from the sale of 2,450,000 such shares pursuant to the underwritten equity offering at the public offering price of \$64.50 per share (assuming the underwriters' option to purchase additional shares of class A common stock is not exercised) and (b) our receipt of the nominal lending fees from the borrowed shares being offered in that offering.

You should read this table in conjunction with the following, which are incorporated by reference into this prospectus supplement:

the historical financial statements of SunPower as of and for the three months ended April 1, 2007 included in SunPower's quarterly report on Form 10-Q for the quarter ended April 1, 2007; and

the historical financial statements of SunPower as of and for the years ended December 31, 2006 and January 1, 2006, the period from November 9, 2004 to January 2, 2005 and the period from December 29, 2003 to November 8, 2004, included in SunPower's annual report on Form 10-K for the year ended December 31, 2006.

	April 1, 2007	
	Actual	As Adjusted
	(Dollars in thousands)	
Debt:		
Obligations under capital leases and notes payable	\$ 211	\$ 211
1.25% senior convertible debentures due 2027	200,000	200,000
0.75% senior convertible debentures due 2027 offered hereby		200,000
Total debt	200,211	400,211
Preferred stock, \$0.001 par value per share; 10,042,490 shares authorized; none issued and outstanding		
Class A common stock, \$0.001 par value; 217,500,000 shares authorized; 22,908,885 shares issued and outstanding, actual; and 27,158,885 shares issued and outstanding, as adjusted(1)	22	27
Class B common stock, \$0.001 par value; 157,500,000 shares authorized; 52,033,287 shares issued and outstanding, actual and as adjusted(1)	52	52
Additional paid-in capital	668,082	820,221
Accumulated other comprehensive loss	(1,310)	(1,310)
Accumulated deficit	(30,777)	(30,777)
Total stockholders' equity	636,069	788,213
Total capitalization	\$ 836,280	\$ 1,188,424

(1)

Subsequent to April 1, 2007 Cypress sold 7,500,000 shares of class B common stock to an unaffiliated third party pursuant to Rule 144 under the Securities Act. Upon the completion of that sale, such shares automatically, by their terms, converted into 7,500,000 shares of our class A common stock.

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The number of shares of class A and class B common stock on an as adjusted basis shown as issued and outstanding in the table above is based on the number of shares of our class A and class B common stock outstanding as of April 1, 2007, giving effect to the adjustments described above, but excluding:

5,829,413 shares of class A common stock issuable upon the exercise of options outstanding as of April 1, 2007, at a weighted average exercise price of \$4.47 per share; and

82,250 shares of class A common stock reserved for future issuance as of April 1, 2007 under our various equity incentive plans and other arrangements (subsequent to April 1, 2007, our stockholders approved an increase of 925,000 shares of class A common stock reserved for issuance under our 2005 Stock Incentive Plan).

Our 1996 Stock Plan and 1988 Incentive Stock Plan were terminated on November 22, 2005. No shares of our class A common stock remain available for issuance under either of these plans other than for satisfying exercises of stock options granted under these plans prior to their termination.

In September 2005, we adopted our 2005 Stock Unit Plan in which all of our employees, except for our executive officers and directors, are eligible to participate, although we currently intend to limit participation to our non-U.S. employees who are not senior managers. Under the 2005 Stock Unit Plan, our board of directors awards participants the right to receive cash payments in an amount equal to the appreciation in the price of our class A common stock between the award date and the date the employee redeems the award. The right to redeem an award typically vests in the same manner as options vest under this plan. In July 2006, the Board of Directors amended the terms of the plan to increase the maximum number of stock units that may be subject to stock unit awards granted under the plan from 100,000 to 300,000 stock units. As of April 1, 2007, we had granted approximately 158,000 units to 1,230 employees in the Philippines at an average unit price of \$27.90. During the three months ended April 1, 2007, we recognized \$0.4 million of compensation expense associated with the 2005 Stock Unit Plan.

USE OF PROCEEDS

The net proceeds from the sale of the debentures will be approximately \$195.6 million, after deducting the underwriters' discount and estimated offering expenses. If the underwriters exercise their option to purchase additional debentures in full, the net proceeds will be approximately \$220.1 million.

We intend to use the net proceeds for general corporate purposes, including working capital and capital expenditures for the expansion of our solar cell fabrication and panel manufacturing facilities. We may also use a portion of the proceeds to purchase or make prepayments for raw materials, including polysilicon. We may also use a portion of the proceeds for the acquisition of, or investment in, complementary businesses, technologies or other assets, or to invest in joint ventures.

PRICE RANGE OF OUR CLASS A COMMON STOCK AND DIVIDEND POLICY

Our class A common stock commenced trading on The Nasdaq Global Market under the symbol "SPWR" on November 17, 2005. Set forth below, for the periods indicated, are the high and low sale prices per share of class A common stock as reported by The Nasdaq Global Market.

	<u>High</u>	<u>Low</u>
2005		
Fourth Quarter (beginning on November 17, 2005)	\$ 34.75	\$ 18.00
2006		
First Quarter	\$ 45.09	\$ 29.08
Second Quarter	42.00	24.60
Third Quarter	34.25	23.75
Fourth Quarter	40.00	26.35
2007		
First Quarter	\$ 48.11	\$ 35.40
Second Quarter	65.55	45.84
Third Quarter (through July 25, 2007)	72.85	62.77

On July 25, 2007, the last reported sale price of our class A common stock on The Nasdaq Global Market was \$65.76 per share.

We have never declared or paid any cash dividends on our class A common stock, and we do not currently intend to pay any cash dividends on our class A common stock in the foreseeable future. We intend to retain future earnings, if any, to finance the operation and expansion of our business.

DESCRIPTION OF THE DEBENTURES

The debentures will be issued under an indenture dated as of February 7, 2007, between SunPower Corporation, as issuer, and Wells Fargo Bank, National Association, as trustee, as supplemented by a supplemental indenture to be dated as of July 31, 2007, which together we refer to as the indenture.

The following description is only a summary of the material provisions of the debentures and the indenture. We urge you to read the indenture in its entirety because it, and not this description, defines your rights as a holder of the debentures. You may request copies of the indenture as set forth under the caption "Where You Can Find More Information."

When we refer to "SunPower," "we," "our" or "us" in this section, we refer only to SunPower Corporation and not its subsidiaries. When we refer to "Parent" in this section, we refer to Cypress Semiconductor Corporation.

Brief Description of the Debentures

The debentures will:

initially be issued in aggregate principal amount of \$200 million (\$225 million aggregate principal amount if the underwriters exercise their option to purchase additional debentures in full);

bear interest at a rate of 0.75% per year, payable semi-annually in arrears, on February 1 and August 1 of each year, commencing on February 1, 2008;

be general unsecured obligations, ranking equally with all of our other unsecured senior indebtedness and senior in right of payment to any subordinated Indebtedness;

be convertible by you at any time on or prior to the business day preceding the maturity date, only upon satisfaction of one of the conditions for conversion, as described under " Conversion Rights," into cash and, if applicable, shares of our class A common stock initially based on a conversion rate of 12.1599 shares of our class A common stock per \$1,000 principal amount of debentures, which represents an initial conversion price of approximately \$82.2375 per share. In the event of certain types of fundamental changes, we will increase the conversion rate for a limited period of time;

be subject to redemption for cash by us at any time on or after August 1, 2010, in whole or in part, at a redemption price equal to 100% of the principal amount of the debentures being redeemed, plus accrued and unpaid interest to, but not including, the redemption date;

be subject to repurchase by us, at your option, on August 1, 2010, August 1, 2015, August 1, 2020 and August 1, 2025, at a cash repurchase price equal to 100% of the principal amount of the debentures, plus accrued and unpaid interest to, but not including, the repurchase date, as set forth under " Repurchase at the Option of the Holder Optional Put;"

be subject to repurchase by us, at your option, if a fundamental change occurs, at a cash repurchase price equal to 100% of the principal amount of the debentures, plus accrued and unpaid interest to, but not including, the repurchase date, as set forth under " Repurchase at the Option of the Holder Fundamental Change Put"; and

mature on August 1, 2027, unless earlier converted, redeemed by us at our option or repurchased by us at your option.

Neither we nor any of our subsidiaries will be subject to any financial covenants under the indenture. In addition, neither we nor any of our subsidiaries will be restricted under the indenture from paying dividends, incurring debt or issuing or repurchasing our securities. You are not afforded protection under the indenture in the event of a highly leveraged transaction or a change in control of

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us, except to the extent described below under " Conversion Rights" and " Repurchase at Option of the Holder Fundamental Change Put."

No sinking fund is provided for the debentures and the debentures will not be subject to defeasance.

The debentures initially will be issued in book-entry form only in denominations of \$1,000 principal amount and whole multiples thereof. Beneficial interests in the debentures will be shown on, and transfers of beneficial interests in the debentures will be effected only through, records maintained by The Depository Trust Company, or DTC, or its nominee, and any such interests may not be exchanged for certificated debentures except in limited circumstances. For information regarding conversion, registration of transfer and exchange of global debentures held in DTC, see " Form, Denomination and Registration Global Debentures Book-Entry Form."

If certificated debentures are issued, you may present them for conversion, registration of transfer and exchange, without service charge, at our office or agency in Minnesota, which will initially be the office or agency for service of process of the trustee in Minnesota. The trustee may be served with process at its agency for service of process in New York City.

Additional Debentures

We may, without the consent of the holders of the debentures, increase the principal amount of the debentures by issuing additional debentures in the future on the same terms and conditions, except for any differences in the issue price and interest accrued prior to the issue date of the additional debentures; provided that such differences do not cause the additional debentures to constitute a different class of securities than the debentures for U.S. federal income tax purposes; and provided further that the additional debentures have the same CUSIP number as the debentures offered hereby. The debentures offered by this prospectus supplement and the accompanying prospectus and any additional debentures would rank equally and ratably and would be treated as a single class for all purposes under the indenture. No additional debentures may be issued if any event of default has occurred and is continuing.

Payment at Maturity

On the maturity date, each holder will be entitled to receive on such date \$1,000 in cash for each \$1,000 in principal amount of debentures, together with accrued and unpaid interest to, but not including, the maturity date. With respect to global debentures, principal and interest will be paid to DTC in immediately available funds. With respect to any certificated debentures, principal and interest will be payable at our office or agency in Minnesota, which initially will be the office or agency for service of process of the trustee.

Interest

The debentures will bear interest at a rate of 0.75% per year. Interest will accrue from July 31, 2007 or from the most recent date to which interest has been paid or duly provided for. We will pay interest semi-annually, in arrears on February 1 and August 1 of each year, commencing on February 1, 2008, to holders of record at 5:00 p.m., New York City time, on the preceding January 15 and July 15, respectively. However, there are two exceptions to the preceding sentence:

we will not pay accrued interest on any debentures when they are converted, except as described under " Conversion Rights;" and

we will pay accrued interest to a person other than the holder of record on the record date on the maturity date. On such date, we will pay accrued and unpaid interest only to the person to whom we pay the principal amount.

We will pay interest on:

global debentures to DTC in immediately available funds;

any certificated debentures having a principal amount of less than \$2,000,000, by check mailed to the holders of those debentures; provided, however, at maturity, interest will be payable as described under " Payment at Maturity;" and

any certificated debentures having a principal amount of \$2,000,000 or more, by wire transfer in immediately available funds at the election of the holders of these debentures duly delivered to the trustee at least five business days prior to the relevant interest payment date or by check if no such election is made; provided, however, at maturity, interest will be payable as described under " Payment at Maturity."

Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months. If a payment date is not a business day, payment will be made on the next succeeding business day, and no additional interest will accrue thereon.

To the extent lawful, payments of principal or interest on the debentures that are not made when due will accrue interest at the annual rate of 1% above the then applicable interest rate from the required payment date.

Conversion Rights

Holders may convert their debentures prior to the close of business on the business day preceding the maturity date based on an initial conversion rate of 12.1599 shares of class A common stock per \$1,000 principal amount of debentures (equivalent to an initial conversion price of approximately \$82.2375 per share), only if the conditions for conversion described below are satisfied. The conversion rate will be subject to adjustment as described below. As described under " Conversion Procedures Settlement Upon Conversion," upon conversion, we will satisfy our conversion obligation with respect to the principal amount of the debentures to be converted in cash. We retain the right to satisfy any remaining amount, in whole or part, in cash or in additional shares of our class A common stock. Unless we have previously redeemed or purchased the debentures, you will have the right to convert any portion of the principal amount of any debentures that is an integral multiple of \$1,000 at any time on or prior to the close of business on the business day immediately preceding the maturity date only under the following circumstances:

- (1) prior to August 1, 2025, on any date during any fiscal quarter beginning after September 30, 2007 (and only during such fiscal quarter) if the closing sale price of our class A common stock was more than 125% of the then current conversion price for at least 20 trading days in the period of the 30 consecutive trading days ending on the last trading day of the previous fiscal quarter;
- (2) at any time on or after August 1, 2025;
- (3) with respect to any debentures called for redemption, until the close of business on the business day prior to the redemption date;
- (4) during a specified period if we distribute to all or substantially all holders of our class A common stock rights or warrants entitling them to purchase, for a period of 45 calendar days or less, shares of our class A common stock at a price less than the average closing sale price for the ten trading days preceding the declaration date for such distribution, as described below in more detail under " Conversion Upon Specified Corporate Transactions;"
- (5) during a specified period if we distribute to all or substantially all holders of our class A common stock, cash or other assets, debt securities or rights to purchase our securities, which distribution has a per share value exceeding 10% of the closing sale price of our class A

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common stock on the trading day preceding the declaration date for such distribution, as described below in more detail under " Conversion Upon Specified Corporate Transactions;"

(6) during a specified period if a fundamental change occurs, as described in more detail below under " Conversion Upon a Fundamental Change;" or

(7) during the five consecutive business-day period following any five consecutive trading-day period in which the average trading price for the debentures was less than 98% of the average of the closing sale price of our class A common stock during such five trading-day period multiplied by the then current conversion rate, as described in more detail below under " Conversion Upon Satisfaction of Trading Price Condition;" we refer to this condition as the "trading price condition."

In the case of clauses (4) and (5) immediately above, we will notify you and the trustee in writing at least 20 calendar days prior to the ex-dividend date for such distribution; once we have given such notice, you may surrender your debentures for conversion at any time until the earlier of 5:00 p.m., New York City time, on the business day preceding the earlier to occur of the ex-dividend date and any announcement by us that such distribution will not take place; in the case of a distribution identified in clauses (4) and (5) immediately above, you may not convert your debentures if you will otherwise participate in the distribution without conversion as a result of holding the debentures. The "ex-dividend" date is the first date upon which a sale of the class A common stock does not transfer the rights to receive the relevant distribution to the buyer of such class A common stock.

The "closing sale price" of any share of our class A common stock on any trading date means the closing sale price of such security (or if no closing sale price is reported, the average of the closing bid and closing ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) on such date as reported in composite transactions for the principal U.S. securities exchange (or if not so listed, on the principal regional securities exchange) on which our class A common stock is traded or, if our class A common stock is not listed on a U.S. national or regional securities exchange, as reported by Pink Sheets LLC. In the absence of such a quotation, the closing sale price will be determined by a nationally recognized securities dealer retained by us for that purpose. The closing sale price will be determined without reference to extended or after hours trading. The "conversion price" on any day will equal \$1,000 divided by the conversion rate in effect on that day.

Except as provided in the next paragraph, upon conversion, you will not receive any separate cash payment of accrued and unpaid interest on the debentures being converted. Accrued and unpaid interest and accrued tax original issue discount, if any, to the conversion date will be deemed to be paid in full with the shares of our class A common stock issued or cash paid upon conversion rather than cancelled, extinguished or forfeited.

If you convert after the record date for an interest payment but prior to the corresponding interest payment date, you will receive on the corresponding interest payment date the interest accrued and unpaid on your debentures, notwithstanding your conversion of those debentures prior to the interest payment date, assuming you were the holder of record on the corresponding record date. However, except as provided in the next sentence, at the time you surrender your debentures for conversion, you must pay us an amount equal to the interest that has accrued and will be paid on the debentures being converted on the corresponding interest payment date. You are not required to make such payment:

if you convert your debentures in connection with a redemption and we have specified a redemption date that is after a record date and on or prior to the corresponding interest payment date;

if you convert your debentures in connection with a fundamental change and we have specified a fundamental change repurchase date that is after a record date and on or prior to the corresponding interest payment date; or

to the extent of any overdue interest, if overdue interest exists at the time of conversion with respect to your debentures.

Except as described under " Conversion Rate Adjustments," we will not make any payment or other adjustment for dividends on any class A common stock issuable upon conversion of the debentures.

Conversion Upon Specified Corporate Transactions

You will have the right to convert your debentures if we:

distribute to all holders of our class A common stock, rights or warrants (other than pursuant to a rights plan) entitling them to purchase, for a period of 45 calendar days or less, shares of our class A common stock at a price less than the average closing sale price for the ten trading days preceding the declaration date for such distribution; or

distribute to all holders of our class A common stock, cash or other assets, debt securities or rights to purchase our securities (other than pursuant to a rights plan), which distribution has a per share value exceeding 10% of the closing sale price of our class A common stock on the trading day preceding the declaration date for such distribution.

We will notify you and the trustee in writing at least 20 calendar days prior to the ex-dividend date for such distribution. Once we have given such notice, you may surrender your debentures for conversion at any time until the earlier of 5:00 p.m., New York City time, on the business day preceding the earlier to occur of the ex-dividend date and any announcement by us that such distribution will not take place. You may not convert any of your debentures based on this conversion contingency if you will otherwise participate in the distribution without conversion as a result of holding the debentures.

You will also have the right to convert your debentures if we are a party to a consolidation, merger, binding share exchange or sale or conveyance of all or substantially all of our property and assets that does not constitute a fundamental change, in each case pursuant to which our class A common stock would be converted into cash, securities and/or other property, other than in a transaction covered by the exceptions in clause 4(a) or in clause 4(b) of the definition of "fundamental change." In such event, you will have the right to convert your debentures at any time beginning 15 calendar days prior to the date announced by us as the anticipated effective date of the transaction and until and including the date which is 15 calendar days after the date that is the actual effective date of such transaction. If you do not convert your debentures during this period, you will generally be entitled to receive, upon subsequent conversion, if any, the kind and amount of cash, securities and other property that you would have received if you had converted your debentures and had been a class A common stock holder immediately prior to the transaction.

Conversion Upon a Fundamental Change

If a fundamental change (as defined under " Repurchase at Option of the Holder Fundamental Change Put") occurs, you will have the right to convert your debentures at any time beginning on the business day following the effective date of the fundamental change until 5:00 p.m., New York City time, on the business day preceding the repurchase date relating to such fundamental change. We will notify you and the trustee in writing of the anticipated effective date of any fundamental change at least 10 calendar days prior to such date, to the extent we have the knowledge to do so. If you convert your debentures in connection with a fundamental change, you will receive:

(1) cash equal to the lesser of (i) the principal amount of the debentures converted and (ii) the conversion value (as defined below) and (2) if the conversion value exceeds the principal amount of the debentures converted, an amount of cash, securities and other assets or property equal to such excess based on the consideration that you would have received if you had held a number

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of shares of our class A common stock based on the conversion rate immediately prior to the fundamental change, with the conversion value based on the consideration received in such fundamental change, if applicable; and

under certain circumstances, consideration with respect to additional shares of class A common stock, which will be in an amount determined as set forth under " Adjustment in Conversion Rate Upon a Non-Stock Change of Control" and which will be payable following certain types of fundamental change.

"Conversion value" means the sum of the daily conversion value (as defined under " Conversion Procedures Settlement Upon Conversion") for twenty consecutive trading days during the conversion period (as defined under " Conversion Procedures Settlement Upon Conversion").

Conversion Upon Satisfaction of Trading Price Condition

You may surrender your debentures for conversion prior to maturity during the five business-day period following any five consecutive trading-day period in which the "trading price" per \$1,000 principal amount of debentures, as determined following a request by a holder of debentures in accordance with the procedures described below, for each trading day of such five trading-day period was less than 98% of the product of the closing sale price of our class A common stock for each day during such five-day trading period and the then current conversion rate.

The "trading price" of the debentures on any date of determination means the average of the secondary market bid quotations per \$1,000 principal amount of debentures obtained by the trustee for \$2,000,000 principal amount of the debentures at approximately 3:30 p.m., New York City time, on such determination date from two independent nationally recognized securities dealers we select, which may include one or more of the initial purchasers, provided that if at least two such bids cannot reasonably be obtained by the trustee, but one such bid can reasonably be obtained by the trustee, this one bid will be used. If the trustee cannot reasonably obtain at least one bid for \$2,000,000 principal amount of the debentures from a nationally recognized securities dealer, then, for purposes of the trading price condition only, the trading price of the debentures will be deemed to be less than 98% of the applicable conversion rate of the debentures multiplied by the closing sale price of our class A common stock on such determination date.

The trustee will determine the trading price of the debentures upon our request. We will have no obligation to make that request unless a holder of debentures requests that we do so. If a holder provides such request, we will instruct the trustee to determine the trading price of the debentures for each trading day until the minimum trading price threshold is exceeded.

Conversion Procedures

Procedures to be Followed by a Holder

If you hold a beneficial interest in a global debenture, to convert you must deliver to DTC the appropriate instruction form for conversion pursuant to DTC's conversion program and, if required, pay funds equal to interest payable on the next interest payment date to which you are not entitled and, if required, pay all taxes or duties, if any.

If you hold a certificated debenture, to convert you must:

complete and manually sign the conversion notice on the back of the debentures or a facsimile of the conversion notice;

deliver the completed conversion notice and the debentures to be converted to the conversion agent;

if required, furnish appropriate endorsements and transfer documents;

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if required, pay funds equal to interest payable on the next interest payment date to which you are not entitled; and

if required, pay all transfer or similar taxes, if any.

The conversion date will be the date on which you have satisfied all of the foregoing requirements. The debentures will be deemed to have been converted immediately prior to 5:00 p.m., New York City time, on the conversion date. Once delivered, a conversion notice shall be irrevocable.

You will not be required to pay any taxes or duties relating to the issuance or delivery of our class A common stock if you exercise your conversion rights, but you will be required to pay any tax or duty that may be payable relating to any transfer involved in the issuance or delivery of the class A common stock in a name other than the name in which the debentures were registered. Certificates representing class A common stock will be issued and delivered only after all applicable taxes and duties, if any, payable by you have been paid in full.

Settlement Upon Conversion

Upon conversion, we will deliver to holders in respect of each \$1,000 principal amount of debentures being converted a "conversion settlement amount" equal to the sum of the daily settlement amounts (as defined below) for each of the twenty trading days during the conversion period.

The "conversion period" means the 20 consecutive trading day period:

if we have called the debentures delivered for conversion for redemption, beginning on the 23rd scheduled trading day immediately preceding the redemption date;

with respect to conversion notices received during the period beginning 25 trading days preceding the maturity date and ending one trading day preceding the maturity date, beginning on the 23rd scheduled trading day immediately preceding the maturity date;

with respect to conversions in connection with a fundamental change, beginning on the 23rd scheduled trading day immediately preceding the repurchase date relating to such fundamental change; and

in all other cases, beginning on the third trading day following our receipt of your conversion notice.

The "daily settlement amount," for each \$1,000 principal amount of debentures, for each of the twenty trading days during the conversion period, shall consist of:

cash equal to the lesser of \$50 and the daily conversion value; and

to the extent the daily conversion value exceeds \$50, a number of shares of our class A common stock, which we refer to as the "remaining shares," equal to the daily share amount as defined below, subject to our right to deliver cash in lieu of all or a portion of such remaining shares as described below.

"Daily share amount" means (1) the difference between the daily conversion value and \$50, divided by (2) the closing sale price of our class A common stock for such day.

The "daily conversion value" for any trading day equals $\frac{1}{20}$ th of:

the conversion rate in effect on that day, multiplied by

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the closing sale price of our class A common stock (or the consideration into which our class A common stock has been converted in connection with certain corporate transactions) on that day.

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"Trading day" means a day during which (1) trading in our class A common stock generally occurs, (2) there is no market disruption event and (3) a closing sale price for our class A common stock is provided on the principal U.S. national or regional securities exchange on which our class A common stock is then listed or, if our class A common stock is not listed on a U.S. national or regional securities exchange, on the principal other market on which our class A common stock is then traded.

"Market disruption event" means the occurrence or existence during the one-half hour period ending on the scheduled close of trading on any trading day for our class A common stock of any material suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by The Nasdaq Global Market or otherwise) in our class A common stock or in any options, contracts or futures contracts relating to our class A common stock.

On any day prior to the first trading day of the applicable conversion period, we may specify a percentage of the daily share amount that will be settled in cash (the "cash percentage"). If we elect to specify a cash percentage, the amount of cash that we will deliver in respect of each trading day in the applicable conversion period will equal the product of: (1) the cash percentage, (2) the daily share amount for such trading day and (3) the closing sale price for such trading day (provided that after the consummation of a fundamental change in which the consideration is comprised entirely of cash, the amount used in this clause (3) will be the cash price per share received by holders of our common stock in such fundamental change). The number of shares deliverable in respect of each trading day in the applicable conversion period will be a percentage of the daily share amount equal to 100% minus the cash percentage. If we do not specify a cash percentage by the start of the applicable conversion period, we must settle 100% of the daily share amount for each trading day in the applicable conversion period with shares of our class A common stock; provided, however, that we will pay cash in lieu of fractional shares otherwise issuable upon conversion of such debenture.

Settlement in cash and/or shares of our class A common stock will occur on the third trading day following the final trading day of the conversion period (as defined above).

We will not issue fractional shares of our class A common stock upon conversion of the debentures. Instead, we will pay cash in lieu of fractional shares based on the closing sale price of our class A common stock on the final trading day of the conversion period.

Conversion Rate Adjustments

We will adjust the conversion rate for certain events, including:

- (1) issuances of our class A common stock as a dividend or distribution on our class A common stock;
- (2) certain subdivisions, combinations or reclassifications of our class A common stock;
- (3) issuances to all or substantially all holders of our class A common stock, of certain rights or warrants to purchase, for a period of up to 45 days, our class A common stock at less than the then current market price of our class A common stock, provided that the conversion rate will be readjusted to the extent that any of the rights or warrants are not exercised prior to their expiration;
- (4) distributions to all or substantially all holders of our class A common stock, shares of our capital stock (other than our class A common stock), evidences of our indebtedness or assets, including securities, but excluding:

the rights and warrants referred to in clause (3) above;

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any dividends and distributions in connection with a reclassification, change, consolidation, merger, combination, sale or conveyance resulting in a change in the conversion consideration pursuant to the sixth succeeding paragraph below;

any dividends or distributions paid exclusively in cash; or

any dividends or distributions referred to in the clause (1) above;

(5)

dividends or other distributions consisting exclusively of cash to all or substantially all holders of our class A common stock (other than dividends or distributions made in connection with our liquidation, dissolution or winding-up or upon a merger or consolidation), in which event the conversion rate will be adjusted by multiplying:

the conversion rate by a fraction,

the numerator of which will be the current market price of our class A common stock and the denominator of which will be the current market price of our class A common stock minus the amount per share of such dividend or distribution; and

(6)

purchases of our class A common stock pursuant to a tender offer or exchange offer made by us or any of our subsidiaries to the extent that the cash and value of any other consideration included in the payment per share of class A common stock exceeds the closing sale price per share of our class A common stock on the trading day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer.

For purposes of clause (3) and (5) above, "current market price" means the average closing sale price of our class A common stock for the 10 consecutive trading days immediately prior to the ex-dividend date for the distribution requiring such computation.

To the extent that any future rights plan adopted by us is in effect upon conversion of the debentures into class A common stock only or a combination of cash and class A common stock, you will receive, in addition to the class A common stock, the rights under the applicable rights agreement unless the rights have separated from our class A common stock at the time of conversion of the debentures, in which case, the conversion rate will be adjusted as if we distributed to all holders of our class A common stock shares of our capital stock, evidences of indebtedness or assets as described above in clause (4), subject to readjustment in the event of the expiration, termination or redemption of such rights.

We will not make any adjustment if holders of debentures may participate in the transaction without conversion or in certain other cases. In cases where the fair market value of assets, debt securities or certain rights, warrants or options to purchase our securities, applicable to one share of class A common stock, distributed to stockholders:

equals or exceeds the average closing price of the class A common stock over the ten consecutive trading day period ending on the record date for such distribution, or

such average closing price exceeds the fair market value of such assets, debt securities or rights, warrants or options so distributed by less than \$1.00,

rather than being entitled to an adjustment in the conversion price, the holder of a debenture will be entitled to receive upon conversion, in addition to the shares of class A common stock, the kind and amount of assets, debt securities or rights, warrants or options comprising the distribution that such holder would have received if such holder had converted such debentures immediately prior to the record date for determining the stockholders entitled to receive the distribution.

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Except as stated above, we will not adjust the conversion rate for the issuance of our class A common stock or any securities convertible into or exchangeable for our class A common stock or carrying the right to purchase any of the foregoing.

In the event that we distribute shares of capital stock of a subsidiary of ours pursuant to clause (4) above, the conversion rate will be adjusted, if at all, based on the market value of the subsidiary stock so distributed relative to the market value of our class A common stock, in each case over a measurement period following the distribution.

If we:

reclassify or change our class A common stock (other than changes resulting from a subdivision or combination), or

consolidate or merge with or into any person or sell, lease, transfer, convey or otherwise dispose of all or substantially all of our assets and those of our subsidiaries taken as a whole to another person,

and the holders of our class A common stock receive stock, other securities or other property or assets (including cash or any combination thereof) with respect to or in exchange for their class A common stock, each outstanding debenture will, without the consent of any holders of the debentures and upon satisfaction of a conversion condition, become convertible only into the consideration the holders of the debentures would have received if they had converted their debentures solely into our class A common stock based on the applicable conversion rate immediately prior to such reclassification, change, consolidation, merger, sale, lease, transfer, conveyance or other disposition (assuming such holder of class A common stock received proportionately the same consideration received by all class A common stock holders in the aggregate), except that the provisions above under "Settlement Upon Conversion" shall continue to apply following any such transaction, with the daily conversion values based on the consideration received in such transaction. In the event holders of our class A common stock have the opportunity to elect the form of consideration to be received in such transaction, then from and after the effective date of such transaction, the debentures shall be convertible into the consideration that a majority of the holders of our class A common stock who made such an election received in such transaction. We may not become a party to any such transaction unless its terms are consistent with the foregoing.

If a taxable distribution to holders of our class A common stock or other transaction occurs that results in any adjustment of the conversion rate (including an adjustment at our option), you may, in certain circumstances, be deemed to have received a distribution subject to U.S. income tax as a dividend. In certain other circumstances, the absence of an adjustment may result in a taxable dividend to the holders of our class A common stock. See "Material United States Federal Income Tax Considerations."

We may, from time to time, to the extent permitted by law, in our sole discretion, increase the conversion rate of the debentures by any amount for any period of at least 20 business days. In that case, we will give at least 15 days' prior notice of such increase to you and the trustee. We, in our sole discretion, may make such increases in the conversion rate, in addition to those set forth above, as our board of directors deems advisable to avoid or diminish any income tax to holders of our class A common stock resulting from any dividend or distribution of stock (or rights to acquire stock) or from any event treated as such for income tax purposes.

We will not be required to make an adjustment in the conversion rate unless the adjustment would require a change of at least 1% in the conversion rate. However, we will carry forward any adjustment that is less than 1% of the conversion rate, take such carried-forward adjustments into account in any subsequent adjustment, and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1%, (a) annually on the anniversary of the first date of issue of the

debentures and otherwise (b) (1) five business days prior to the maturity of the debentures (whether at stated maturity or otherwise) or (2) prior to the redemption date or repurchase date, unless such adjustment has already been made.

If we adjust the conversion rate pursuant to the above provisions, we will issue a press release through Business Wire containing the relevant information and make this information available on our website or through another public medium as we may use at that time. Unless and until the trustee shall receive written notice setting forth an adjustment of the conversion rate, the trustee may assume without inquiry that the conversion rate has not been adjusted and that the last conversion rate of which it has knowledge remains in effect.

Adjustment to Conversion Rate Upon a Non-Stock Change of Control

Prior to August 1, 2010, if and only to the extent you elect to convert your debentures in connection with a fundamental change described under clause (1), clause (4) or clause (6) under the definition of a fundamental change described below under "Repurchase at Option of the Holder Fundamental Change Put" pursuant to which 10% or more of the consideration for our class A common stock (other than cash payments for fractional shares and cash payments made in respect of dissenters' appraisal rights) in such fundamental change transaction consists of cash or securities (or other property) that are not shares of common stock, depository receipts or other certificates representing common equity interests or depository receipts traded or scheduled to be traded immediately following such transaction on a U.S. national securities exchange, which we refer to as a "non-stock change of control," we will increase the conversion rate as described below. The number of additional shares by which the conversion rate is increased (the "additional shares") will be determined by reference to the table below, based on the date on which the non-stock change of control becomes effective (the "effective date") and the price (the "stock price") paid per share for our class A common stock in such non-stock change of control. If holders of our class A common stock receive only cash in such transaction, the stock price will be the cash amount paid per share. Otherwise, the stock price will be the average of the last reported sale price of our class A common stock on the five trading days prior to but not including the effective date of such non-stock change of control. We will notify you of the anticipated effective date of any fundamental change resulting in an adjustment as soon as practicable and if possible at least 20 calendar days prior to such date.

A conversion of the debentures by a holder will be deemed for these purposes to be "in connection with" a non-stock change of control if the conversion notice is received by the conversion agent following the effective date of the non-stock change of control but before the close of business on the business day immediately preceding the related repurchase date (as specified in the repurchase notice described under "Repurchase at Option of the Holder Fundamental Change Put").

The number of additional shares issuable upon conversion will be adjusted in the same manner as and as of any date on which the conversion rate of the debentures is adjusted as described above under "Conversion Rate Adjustments." The stock prices set forth in the first row of the table below (i.e., the column headers) will be simultaneously adjusted to equal the stock prices immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the conversion rate immediately prior to the adjustment and the denominator of which is the conversion rate as so adjusted.

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The following table sets forth an indicative number of additional shares by which the conversion rate shall be increased:

Effective Date	Stock Price									
	\$64.50	\$75.00	\$85.00	\$95.00	\$105.00	\$115.00	\$125.00	\$135.00	\$145.00	\$155.00
July 31, 2007	3.3440	2.2813	1.6222	1.1760	0.8667	0.6480	0.4907	0.3757	0.2905	0.2264
August 1, 2008	3.3440	2.1825	1.4709	1.0069	0.6993	0.4922	0.3508	0.2530	0.1843	0.1356
August 1, 2009	3.3440	1.9241	1.1472	0.6826	0.4065	0.2430	0.1464	0.0891	0.0549	0.0344
August 1, 2010	3.3440	1.1672	0.0284	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact stock price and effective dates may not be set forth on the table, in which case, if the stock price is:

between two stock price amounts on the table or the effective date is between two dates on the table, the number of additional shares will be determined by straight-line interpolation between the number of additional shares set forth for the higher and lower stock price amounts and the two dates, as applicable, based on a 360-day year;

in excess of \$155.00 per share (subject to adjustment), no additional shares will be issued upon conversion;

less than \$64.50 per share (subject to adjustment), no additional shares will be issued upon conversion.

Notwithstanding the foregoing, in no event will the total number of shares of class A common stock issuable upon conversion exceed 15.5039 per \$1,000 principal amount of the debentures, subject to adjustments in the same manner as the conversion rate.

Additional shares deliverable as described in this section " Adjustment to Conversion Rate Upon a Non-Stock Change of Control," or cash in lieu thereof, will be delivered on the settlement date applicable to the relevant conversion.

Redemption

Optional Redemption

At any time on or after August 1, 2010, we may redeem all or a part of the debentures at a cash redemption price equal to 100% of the principal amount of the debentures being redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. However, if the redemption date is after a record date and on or prior to the corresponding interest payment date, the interest will be paid on the redemption date to the holder of record on the record date.

Redemption Procedures

We will give notice of redemption not less than 30 nor more than 60 days prior to the redemption date to all record holders of debentures at their addresses set forth in the register of the registrar. This notice will state, among other things:

that you have a right to convert the debentures called for redemption, and the conversion rate then in effect; and

the date on which your right to convert the debentures called for redemption will expire.

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If we do not redeem all of the debentures, the trustee will select the debentures to be redeemed in principal amounts of \$1,000 or integral multiples of \$1,000 by lot, pro rata or by another method the trustee considers fair and appropriate. If any debentures are to be redeemed in part only, we will issue new debentures in principal amount equal to the unredeemed principal portion thereof. If a portion of your debentures is selected for partial redemption and you convert a portion of your debentures, the converted portion will be deemed to be taken from the portion selected for redemption.

Additionally, we will not be required to:

issue, register the transfer of, or exchange any debentures during the period of 15 days before the delivery of the notice of redemption, or

register the transfer of or exchange any debentures so selected for redemption, in whole or in part, except the unredeemed portion of any debentures being redeemed in part.

We may not redeem the debentures if we have failed to pay interest on the debentures and such failure to pay is continuing.

Repurchase at the Option of the Holder

Optional Put

On August 1, 2010, August 1, 2015, August 1, 2020 and August 1, 2025, you will have the right to require us to repurchase, at the repurchase price described below, all or part of your debentures for which you have properly delivered and not withdrawn a written repurchase notice. The debentures submitted for repurchase must be \$1,000 in principal amount or whole multiples thereof.

The repurchase price will be payable in cash and will equal 100% of the principal amount of the debentures being repurchased, plus accrued and unpaid interest to, but excluding, the repurchase date. However, if the repurchase date is after a record date and on or prior to the corresponding interest payment date, the interest will be paid on the repurchase date to the holder of record on the record date.

We may be unable to repurchase your debentures upon your exercise of your repurchase right. Our ability to repurchase debentures in cash in the future may be limited by the terms of our then-existing borrowing agreements. Furthermore, we cannot assure you that we would have the financial resources, or would be able to arrange financing, to pay the repurchase price in cash.

We will give written notice at least 20 business days prior to each repurchase date to the trustee and all record holders at their addresses shown in the register of the registrar. This notice will state, among other things, the procedures that you must follow to require us to repurchase your debentures.

To exercise your repurchase right, you must deliver at any time from 9:00 a.m., New York City time, on the date that is 20 business days prior to the applicable repurchase date to 5:00 p.m., New York City time, on the applicable repurchase date, a written notice to the paying agent of your exercise of your repurchase right (together with the debentures to be repurchased, if certificated debentures have been issued). The repurchase notice must state:

if you hold a beneficial interest in a global debenture, your repurchase notice must comply with appropriate DTC procedures; if you hold certificated debentures, the debentures' certificate numbers;

the portion of the principal amount of your debentures to be repurchased, which must be in \$1,000 multiples; and

that the debentures are to be repurchased by us pursuant to the applicable provisions of the debentures and the indenture.

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You may withdraw your repurchase notice at any time prior to 5:00 p.m., New York City time, on the applicable repurchase date, by delivering a written notice of withdrawal to the paying agent. If a repurchase notice is given and withdrawn during that period, we will not be obligated to repurchase the debentures listed in the repurchase notice. The withdrawal notice must state:

if you hold a beneficial interest in a global debenture, your withdrawal notice must comply with appropriate DTC procedures; if you hold certificated debentures, the certificate numbers of the withdrawn debentures;

the principal amount of the withdrawn debentures; and

the principal amount, if any, which remains subject to the repurchase notice.

Payment of the repurchase price for debentures for which a repurchase notice has been delivered and not withdrawn is conditioned upon book-entry transfer or delivery of the debentures, together with necessary endorsements, to the paying agent, as the case may be. Payment of the repurchase price for the debentures will be made promptly following the later of the repurchase date and the time of book-entry transfer or delivery of the debentures, as the case may be.

If the paying agent holds on the business day immediately following the repurchase date cash sufficient to pay the repurchase price of the debentures that holders have elected to require us to repurchase, then, as of the repurchase date:

those debentures will cease to be outstanding and interest will cease to accrue, whether or not book-entry transfer of the debentures has been made or the debentures have been delivered to the paying agent, as the case may be; and

all other rights of the holders with respect to such debentures will terminate, other than the right to receive the repurchase price upon delivery or transfer of the debentures.

In connection with any repurchase, we will, to the extent applicable:

comply with the provisions of Rule 13e-4 and any other tender offer rules under the Exchange Act that may be applicable at the time of the offer to repurchase the debentures;

file a Schedule TO or any other schedule required in connection with any offer by us to repurchase the debentures; and

comply with all other federal and state securities laws in connection with any offer by us to repurchase the debentures.

Fundamental Change Put

If a fundamental change (as defined below) occurs at any time prior to the maturity of the debentures, you will have the right to require us to repurchase, at the repurchase price described below, all or part of your debentures for which you have properly delivered and not withdrawn a written repurchase notice. The debentures submitted for repurchase must be \$1,000 in principal amount or whole multiples thereof.

The repurchase price will be payable in cash and will equal 100% of the principal amount of the debentures being repurchased, plus accrued and unpaid interest to, but excluding, the repurchase date. However, if the repurchase date is after a record date and on or prior to the corresponding interest payment date, the interest will be paid on the repurchase date to the holder of record on the record date.

We may be unable to repurchase your debentures in cash upon a fundamental change. Our ability to repurchase the debentures with cash in the future may be limited by the terms of our then-existing borrowing agreements. In addition, the occurrence of a fundamental change could cause an event of

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default under the terms of our then-existing borrowing agreements. We cannot assure you that we would have the financial resources, or would be able to arrange financing, to pay the repurchase price in cash.

A "fundamental change" will be deemed to have occurred when any of the following has occurred:

- (1) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person," other than Parent or its successors or a controlling person or persons of Parent, directly or indirectly, including through one or more wholly owned subsidiaries, becomes the "beneficial owner" (as these terms are defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) of more than 75% of the voting power of our capital stock that is at the time entitled to vote by the holder thereof in the election of our board of directors (or comparable body); or
- (2) the first day on which a majority of the members of our board of directors are not continuing directors; or
- (3) the adoption of a plan relating to our liquidation or dissolution; or
- (4) the consolidation or merger of us with or into any other person, or the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of our assets and those of our subsidiaries taken as a whole to any "person" (as this term is used in Section 13(d)(3) of the Exchange Act), other than:
 - (a) any transaction:
 - that does not result in any reclassification, conversion, exchange or cancellation of outstanding shares of our class A common stock; and
 - pursuant to which the holders of 50% or more of the total voting power of all shares of our capital stock entitled to vote generally in elections of directors immediately prior to such transaction have the right to exercise, directly or indirectly, 50% or more of the total voting power of all shares of our capital stock entitled to vote generally in elections of directors of the continuing or surviving person immediately after giving effect to such transaction; or
 - (b) any merger primarily for the purpose of changing our jurisdiction of incorporation and resulting in a reclassification, conversion or exchange of outstanding shares of common stock solely into shares of class A common stock of the surviving entity; or
- (5) the termination of trading of our class A common stock, which will be deemed to have occurred if our class A common stock or other common stock into which the debentures are convertible is neither listed for trading on a United States national securities exchange nor approved for listing on any United States system of automated dissemination of quotations of securities prices, and no American Depositary Shares or similar instruments for such common stock are so listed or approved for listing in the United States; or
- (6) Parent repurchases or otherwise directly or indirectly acquires more than 50% of the outstanding class A common stock, other than through conversion of Parent's class B common stock into class A common stock pursuant to the terms of the class B common stock.

However, a fundamental change will be deemed not to have occurred if more than 90% of the consideration in the transaction or transactions (other than cash payments for fractional shares and cash payments made in respect of dissenters' appraisal rights) which otherwise would constitute a fundamental change under clause (1), (4) or (6) above consists of shares of common stock, depositary receipts or other

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certificates representing common equity interests traded or to be traded immediately following such transaction on a national securities exchange and, as a result of the transaction or

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transactions, the debentures will become convertible into such common stock, depositary receipts or other certificates representing common equity interests (and any rights attached thereto) and other applicable consideration.

"Continuing directors" means, as of any date of determination, any member of the board of directors of SunPower who:

was a member of the board of directors on the date of the indenture; or

was nominated for election or elected to the board of directors with the approval of a majority of the continuing directors who were members of the board at the time of new director's nomination or election.

The definition of "fundamental change" includes a phrase relating to the sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of our assets and those of our subsidiaries taken as a whole. Although there is a developing body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of debentures to require us to repurchase the debentures as a result of a sale, lease, transfer, conveyance or other disposition of less than all of our assets and those of our subsidiaries taken as a whole to another person or group may be uncertain.

On or before the fifth calendar day after the occurrence of a fundamental change, we will provide to all record holders of the debentures on the date of the fundamental change at their addresses shown in the register of the registrar, the trustee and the paying agent, a written notice of the occurrence of the fundamental change and the resulting repurchase right. Such notice shall state, among other things, the event causing the fundamental change and the procedures you must follow to require us to repurchase your debentures.

The repurchase date will be a date specified by us in the notice of a fundamental change that is not less than 20 nor more than 35 calendar days after the date of the notice of a fundamental change.

To exercise your repurchase right, you must deliver, prior to 5:00 p.m., New York City time, on the repurchase date, a written notice to the paying agent of your exercise of your repurchase right (together with the debentures to be repurchased, if certificated debentures have been issued). The repurchase notice must state:

if you hold a beneficial interest in a global debenture, your repurchase notice must comply with appropriate DTC procedures; if you hold certificated debentures, the debentures' certificate numbers;

the portion of the principal amount of the debentures to be repurchased, which must be \$1,000 or whole multiples thereof; and

that the debentures are to be repurchased by us pursuant to the applicable provisions of the debentures and the indenture.

You may withdraw your repurchase notice at any time prior to 5:00 p.m., New York City time, on the business day prior to repurchase date by delivering a written notice of withdrawal to the paying agent. If a repurchase notice is given and withdrawn during that period, we will not be obligated to repurchase the debentures listed in the repurchase notice. The withdrawal notice must state:

if you hold a beneficial interest in a global debenture, your withdrawal notice must comply with appropriate DTC procedures; if you hold certificated debentures, the certificate numbers of the withdrawn debentures;

the principal amount of the withdrawn debentures; and

the principal amount, if any, which remains subject to the repurchase notice.

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Payment of the repurchase price for debentures for which a repurchase notice has been delivered and not withdrawn is conditioned upon book-entry transfer or delivery of the debentures, together with necessary endorsements, to the paying agent, as the case may be. Payment of the repurchase price for the debentures will be made promptly following the later of the repurchase date and the time of book-entry transfer or delivery of the debentures, as the case may be.

If the paying agent holds on the business day immediately following the repurchase date cash sufficient to pay the repurchase price of the debentures that holders have elected to require us to repurchase, then, as of the repurchase date:

the debentures will cease to be outstanding and interest will cease to accrue, whether or not book-entry transfer of the debentures has been made or the debentures have been delivered to the paying agent, as the case may be; and

all other rights of the holders with respect to such debentures will terminate, other than the right to receive the repurchase price upon delivery or transfer of the debentures.

In connection with any repurchase, we will, to the extent applicable:

comply with the provisions of Rule 13e-4 and any other tender offer rules under the Exchange Act that may be applicable at the time of the offer to repurchase the debentures;

file a Schedule TO or any other schedule required in connection with any offer by us to repurchase the debentures; and

comply with all other federal and state securities laws in connection with any offer by us to repurchase the debentures.

This fundamental change repurchase right could discourage a potential acquirer of SunPower. However, this fundamental change repurchase feature is not the result of management's knowledge of any specific effort to obtain control of us by means of a merger, tender offer, solicitation or otherwise, or part of a plan by management to adopt a series of anti-takeover provisions.

Our obligation to repurchase the debentures upon a fundamental change would not necessarily afford you protection in the event of a highly leveraged or other transaction involving us that may adversely affect holders. We also could, in the future, enter into certain transactions, including certain recapitalizations, that would not constitute a fundamental change but would increase the amount of our (or our subsidiaries') outstanding debt. The incurrence of significant amounts of additional debt could adversely affect our ability to service our then existing debt, including the debentures.

Consolidation, Merger and Sale of Assets by SunPower

The indenture will provide that we may not, in a single transaction or a series of related transactions, consolidate with or merge with or into any other person or sell, convey, transfer or lease our property and assets substantially as an entirety to another person, unless:

either (a) we are the continuing corporation or (b) the directly resulting, surviving or transferee person (if other than us) is a corporation or limited liability company organized and existing under the laws of the United States, any state thereof or the District of Columbia and such person assumes, by a supplemental indenture and a supplemental agreement, all of our obligations under the debentures and the indenture;

immediately after giving effect to such transaction, no default or event of default has occurred and is continuing;

if as a result of such transaction the debentures become convertible into common stock or other securities issued by a third party, such third party fully and unconditionally assumes or guarantees all obligations of us or such successor under the debentures and the indenture; and

we have, at or prior to the effective date of such consolidation, merger or transfer, delivered to the trustee an officers' certificate and an opinion of counsel, each stating that such consolidation, merger or transfer is permitted by the indenture and that all conditions precedent provided for relating to such transaction have been complied with.

In the event of any transaction described in and complying with the conditions listed in the immediately preceding paragraph in which SunPower is not the continuing corporation, the successor person formed or remaining shall succeed, and be substituted for, and may exercise every right and power of, SunPower, and SunPower shall be discharged from its obligations, under the debentures and the indenture.

This covenant includes a phrase relating to the sale, conveyance, transfer and lease of the property and assets of SunPower "substantially as an entirety." There is no precise, established definition of the phrase "substantially as an entirety" under New York law, which governs the indenture and the debentures. Accordingly, the ability of a holder of the debentures to require us to repurchase the debentures as a result of a sale, conveyance, transfer or lease of less than all of the property and assets of SunPower may be uncertain.

An assumption by any person of SunPower's obligations under the debentures and the indenture might be deemed for U.S. federal income tax purposes to be an exchange of the debentures for new debentures by the holders thereof, resulting in recognition of gain or loss for such purposes and possibly other adverse tax consequences to the holders. Holders should consult their own tax advisors regarding the tax consequences of such an assumption.

Events of Default; Notice and Waiver

The following will be events of default under the indenture:

we fail to pay any interest on the debentures when due and such failure continues for a period of 30 calendar days;

we fail to pay principal of the debentures when due at maturity, or we fail to pay the redemption price or repurchase price, or any make whole premium payable, in respect of any debentures when due;

we fail to deliver cash and, if applicable, shares of our class A common stock (including any additional shares payable as a result of a make whole premium), upon the conversion of any debentures and such failure continues for five days following the scheduled settlement date for such conversion;

we fail to provide for a period of five business days after it is required in the indenture, notice of the anticipated effective date or actual effective date of a fundamental change;

we fail to perform or observe any other term, covenant or agreement in the debentures or the indenture for a period of 60 calendar days after written notice of such failure is given to us by the trustee or to us and the trustee by the holders of at least 25% in aggregate principal amount of the debentures then outstanding;

a failure to pay when due (whether at stated maturity or otherwise) or a default that results in the acceleration of maturity of, any indebtedness for borrowed money in excess of \$25.0 million of SunPower or any of our "significant subsidiaries" (which term shall have the meaning specified in Rule 1-02(w) of Regulation S-X), unless such indebtedness is discharged, or such

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acceleration is rescinded, stayed or annulled, within a period of 30 calendar days after written notice of such failure is given to us by the trustee or to us and the trustee by the holders of at least 25% in aggregate principal amount of the debentures then outstanding; or

certain events involving our bankruptcy, insolvency or reorganization or the bankruptcy, insolvency or reorganization of any of our "significant subsidiaries" (which term shall have the meaning specified in Rule 1-02(w) of Regulation S-X).

We are required to notify the trustee promptly upon becoming aware of the occurrence of any default under the indenture known to us. The trustee is then required within 90 calendar days of becoming aware of the occurrence of any default to give to the registered holders of the debentures notice of all uncured defaults known to it. However, the trustee may withhold notice to the holders of the debentures of any default, except defaults in payment of principal or interest on the debentures, if the trustee, in good faith, determines that the withholding of such notice is in the interests of the holders. We are also required to deliver to the trustee, on or before a date not more than 120 calendar days after the end of each fiscal year, a written statement as to compliance with the indenture, including whether or not any default has occurred.

If an event of default specified in the last bullet point listed above occurs and continues with respect to us or any of our significant subsidiaries, the principal amount of the debentures and accrued and unpaid interest on the outstanding debentures will automatically become due and payable. If any other event of default occurs and is continuing, the trustee or the holders of at least 25% in aggregate principal amount of the outstanding debentures may declare the principal amount of the debentures and accrued and unpaid interest on the outstanding debentures to be due and payable. Thereupon, the trustee may, in its discretion, proceed to protect and enforce the rights of the holders of the debentures by appropriate judicial proceedings.

After a declaration of acceleration, but before a judgment or decree for payment of the money due has been obtained by the trustee, the holders of a majority in aggregate principal amount of the debentures outstanding, by written notice to us and the trustee, may rescind and annul such declaration if:

we have paid (or deposited with the trustee a sum sufficient to pay) (1) all overdue interest on all debentures; (2) the principal amount of any debentures that have become due otherwise than by such declaration of acceleration; (3) to the extent that payment of such interest is lawful, interest upon overdue interest; and (4) all sums paid or advanced by the trustee under the indenture and the reasonable compensation, expenses, disbursements and advances of the trustee, its agents and counsel; and

all events of default, other than the non-payment of the principal amount and any accrued and unpaid interest that have become due solely by such declaration of acceleration, have been cured or waived.

The holders of a majority in aggregate principal amount of the outstanding debentures will have the right to direct the time, method and place of any proceedings for any remedy available to the trustee, subject to limitations specified in the indenture.

No holder of the debentures may pursue any remedy under the indenture, except in the case of a default in the payment of principal or interest on the debentures, unless:

the holder has given the trustee written notice of an event of default;

the holders of at least 25% in aggregate principal amount of the outstanding debentures make a written request to the trustee to pursue the remedy, and offer security or indemnity reasonably satisfactory to the trustee against any costs, liability or expense of the trustee;

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the trustee fails to comply with the request within 60 calendar days after receipt of the request and offer of indemnity; and

the trustee does not receive an inconsistent direction from the holders of a majority in aggregate principal amount of the outstanding debentures.

Waiver

The holders of a majority in aggregate principal amount of the debentures outstanding may, on behalf of the holders of all the debentures, waive any past default or event of default under the indenture and its consequences, except:

our failure to pay principal or interest on any debentures when due;

our failure to convert any debentures into cash and, if applicable, shares of class A common stock as required by the indenture;

our failure to pay the redemption price on the redemption date in connection with a redemption by us or the repurchase price on the repurchase date in connection with a holder exercising its repurchase rights; or

our failure to comply with any of the provisions of the indenture that would require the consent of the holder of each outstanding debentures affected.

Modification

Changes Requiring Approval of Each Holder

The indenture (including the terms and conditions of the debentures) may not be modified or amended without the written consent or the affirmative vote of each affected holder of a debenture to:

extend the maturity of any debentures;

reduce the rate or extend the time for payment of interest on any debentures;

reduce the principal amount of any debentures;

reduce any amount payable upon redemption or repurchase of any debentures;

impair the right of a holder to institute suit for payment of any debentures;

change the currency in which any debentures is payable;

change the redemption provisions in a manner adverse to the holders;

change our obligation to repurchase any debentures at the option of the holder in a manner adverse to the holders except as provided below;

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change our obligation to repurchase any debentures upon a fundamental change in a manner adverse to the holders after the occurrence of a fundamental change;

affect the right of a holder to convert any debentures into cash and, if applicable, shares of our class A common stock or reduce the number of shares of our class A common stock or any other property, including cash, receivable upon conversion pursuant to the terms of the indenture;

change our obligation to maintain an agency for service of process in New York City;

subject to specified exceptions, modify certain provisions of the indenture relating to modification of the indenture or waiver under the indenture; or

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reduce the percentage of the debentures required for consent to any modification of the indenture that does not require the consent of each affected holder.

Changes Requiring Majority Approval

The indenture (including the terms and conditions of the debentures) may be modified or amended, except as described above, with the written consent or affirmative vote of the holders of a majority in aggregate principal amount of the debentures then outstanding.

Changes Requiring No Approval

The indenture (including the terms and conditions of the debentures) may be modified or amended by us and the trustee, without the consent of the holder of any debentures, to, among other things:

provide for conversion rights of holders of the debentures and our repurchase obligations in connection with a fundamental change in the event of any reclassification of our class A common stock, merger or consolidation, or sale, conveyance, transfer or lease of our property and assets substantially as an entirety;

secure the debentures;

provide for the assumption of our obligations to the holders of the debentures in the event of a merger or consolidation, or sale, conveyance, transfer or lease of our property and assets substantially as an entirety;

surrender any right or power conferred upon us;

to add to our covenants for the benefit of the holders of the debentures;

cure any ambiguity or correct or supplement any inconsistent or otherwise defective provision contained in the indenture; provided that such modification or amendment does not adversely affect the interests of the holders of the debentures in any material respect; provided, further, that any amendment made solely to conform the provisions of the indenture to the description of the debentures contained in this prospectus supplement will not be deemed to adversely affect the interests of the holders of the debentures;

make any provision with respect to matters or questions arising under the indenture that we may deem necessary or desirable and that shall not be inconsistent with provisions of the indenture; provided that such change or modification does not, in the good faith opinion of our board of directors, adversely affect the interests of the holders of the debentures in any material respect;

increase the conversion rate;

comply with the requirements of the SEC in order to effect or maintain the qualification of the indenture under the Trust Indenture Act;

add guarantees of obligations under the debentures; and

provide for a successor trustee.

Other

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The consent of the holders of debentures is not necessary under the indenture to approve the particular form of any proposed modification or amendment. It is sufficient if such consent approves the substance of the proposed modification or amendment. After a modification or amendment under the indenture becomes effective, we are required to mail to the holders a notice briefly describing such

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modification or amendment. However, the failure to give such notice to all the holders, or any defect in the notice, will not impair or affect the validity of the modification or amendment.

Debentures Not Entitled to Consent

Any debentures held by us or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with us shall be disregarded (from both the numerator and the denominator) for purposes of determining whether the holders of the requisite aggregate principal amount of the outstanding debentures have consented to a modification, amendment or waiver of the terms of the indenture, except that for the purposes of determining whether the Trustee shall be protected in relying on any such consent, only debentures that the trustee knows are so owned shall be so disregarded.

Repurchase and Cancellation

We may, to the extent permitted by law, repurchase any debentures in the open market or by tender offer at any price or by private agreement. Any debentures repurchased by us may, at our option, be surrendered to the trustee for cancellation, but may not be reissued or resold by us. Any debentures surrendered for cancellation may not be reissued or resold and will be promptly cancelled.

Information Concerning the Trustee, Paying Agent, Conversion Agent and Common Stock Transfer Agent and Registrar

We have appointed Wells Fargo Bank, N.A., the trustee under the indenture, as paying agent, conversion agent, debentures registrar and custodian for the debentures. The trustee or its affiliates may also provide other services to us in the ordinary course of their business. The indenture contains certain limitations on the rights of the trustee, if it or any of its affiliates is then our creditor, to obtain payment of claims in certain cases or to realize on certain property received on any claim as security or otherwise. The trustee and its affiliates will be permitted to engage in other transactions with us. However, if the trustee or any affiliate continues to have any conflicting interest and a default occurs with respect to the debentures, the trustee must eliminate such conflict or resign.

Computershare Investor Services is the transfer agent and registrar for our common stock.

Governing Law

The debentures and the indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Calculations in Respect of the Debentures

Except as otherwise provided herein, we will be responsible for making all calculations called for under the debentures. These calculations include, but are not limited to, determinations of the sale price of our class A common stock, accrued interest payable on the debentures and the conversion rate and conversion price. We or our agents will make all these calculations in good faith and, absent manifest error, such calculations will be final and binding on holders of the debentures. We will provide a schedule of these calculations to each of the trustee and the conversion agent, and each of the trustee and conversion agent is entitled to rely upon the accuracy of our calculations without independent verification. The trustee will forward these calculations to any holder of the debentures upon the request of that holder.

Form, Denomination and Registration

The debentures will be issued:

in fully registered form;

without interest coupons; and

in denominations of \$1,000 principal amount and integral multiples of \$1,000.

Global Debentures, Book-Entry Form

The debentures will initially be evidenced by one or more global debentures. We will deposit the global debentures with DTC and register the global debentures in the name of Cede & Co. as DTC's nominee. Except as set forth below, the global debentures may be transferred, in whole or in part, only to another nominee of DTC or to a successor of DTC or its nominee.

Beneficial interests in a global debenture may be held through organizations that are participants in DTC (called "participants"). Transfers between participants will be effected in the ordinary way in accordance with DTC rules and will be settled in clearing house funds. The laws of some states require that certain persons take physical delivery of securities in definitive form. As a result, the ability to transfer beneficial interests in the global debentures to such persons may be limited.

Beneficial interests in a global debenture held by DTC may be held only through participants, or certain banks, brokers, dealers, trust companies and other parties that clear through or maintain a custodial relationship with a participant, either directly or indirectly (called "indirect participants"). So long as Cede & Co., as the nominee of DTC, is the registered owner of a global debentures, Cede & Co. for all purposes will be considered the sole holder of such global debentures. Except as provided below, owners of beneficial interests in a global debenture will:

not be entitled to have certificates registered in their names;

not receive physical delivery of certificates in definitive registered form; and

not be considered holders of the global debentures.

We will pay principal of and interest on, and the redemption price or the repurchase price of, the global debentures to Cede & Co., as the registered owner of the global debentures, by wire transfer of immediately available funds on the maturity date, each interest payment date or the redemption or repurchase date, as the case may be. Neither we, the trustee nor any paying agent will be responsible or liable:

for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in a global debenture; or

for maintaining, supervising or reviewing any records relating to the beneficial ownership interests.

DTC has advised us that it will take any action permitted to be taken by a holder of the debentures, including the presentation of the debentures for conversion, only at the direction of one or more participants in whose account with DTC interests in the global debentures are credited, and only in respect of the principal amount of the debentures represented by the global debentures as to which the participant or participants has or have given such direction.

DTC has advised us that it is:

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a limited purpose trust company organized under the laws of the State of New York, and a member of the Federal Reserve System;

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a "clearing corporation" within the meaning of the Uniform Commercial Code; and

a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between participants through electronic book-entry changes to the accounts of its participants. Participants include securities brokers, dealers, banks, trust companies and clearing corporations and other organizations. Some of the participants or their representatives, together with other entities, own DTC. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly.

DTC has agreed to the foregoing procedures to facilitate transfers of interests in a global debenture among participants. However, DTC is under no obligation to perform or continue to perform these procedures, and may discontinue these procedures at any time. We will issue the debentures in definitive certificated form if DTC notifies us that it is unwilling or unable to continue as depository or DTC ceases to be a clearing agency registered under the Exchange Act and a successor depository is not appointed by us within 90 days. In addition, beneficial interests in a global debenture may be exchanged for definitive certificated debentures upon request by or on behalf of DTC in accordance with customary procedures following the request of a beneficial owner seeking to enforce its rights under such debentures or the indenture. The indenture permits us to determine at any time and in our sole discretion that debentures shall no longer be represented by global debentures. DTC has advised us that, under its current practices, it would notify its participants of our request, but will only withdraw beneficial interests from the global debentures at the request of each DTC participant. We would issue definitive certificates in exchange for any such beneficial interests withdrawn.

Neither we, the trustee, registrar, paying agent nor conversion agent will have any responsibility or liability for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

DESCRIPTION OF CLASS A COMMON STOCK

This section describes the general terms and provisions of our class A common stock and, where applicable to holders of our class A common stock, the terms and provisions of our class B common stock.

The summary set forth below does not purport to be complete and is subject to and qualified in its entirety by reference to our restated certificate of incorporation and amended and restated bylaws, each of which is incorporated by reference. We encourage you to read our restated certificate of incorporation and amended and restated bylaws for additional information before you decide whether to invest in this offering.

General

Our restated certificate of incorporation authorizes the issuance of up to 217,500,000 shares of class A common stock, par value \$0.001 per share and 157,500,000 shares of class B common stock, par value \$0.001 per share.

Voting Rights

Shares of class A common stock and class B common stock have substantially similar rights except that shares of class A common stock are entitled to one vote per share while shares of class B common stock are entitled to eight votes per share, on all matters to be voted on by our stockholders. Holders of shares of our capital stock are not entitled to cumulate their votes in the election of directors to our board of directors. Generally, all matters to be voted on by stockholders must be approved by a majority of the votes entitled to be cast at a meeting by all shares of class A common stock and class B common stock present in person or represented by proxy, voting together as a single class, subject to any voting rights granted to holders of any preferred stock. Except as otherwise provided by law, and subject to any voting rights granted to any outstanding preferred stock, amendments to our restated certificate of incorporation generally must be approved by at least a majority of the combined voting power of all our class A common stock and class B common stock, voting together as a single class. However, shares of class A common stock are not eligible to vote on any alteration or change in the powers, preferences, or special rights of the class B common stock that would not adversely affect the rights of the class A common stock.

Conversion Rights

Except in connection with a tax-free distribution by Cypress of its shares of our class B common stock to its stockholders, shares of our class B common stock will automatically convert into shares of class A common stock when transferred to a person other than Cypress, a successor in interest to Cypress or one of its subsidiaries. Cypress, its successors in interest and its subsidiaries may also convert shares of our class B common stock into shares of our class A common stock at any time. All conversions of shares of our class B common stock into shares of our class A common stock will be effected on a one-for-one basis. Shares of our class A common stock are not convertible into any of our other securities.

At such time, if at all, as Cypress, its successors in interest and its subsidiaries collectively own less than 40% of