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

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FORM 10-Q

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QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the quarterly period ended March 30, 2014

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-34166



**SunPower Corporation**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of Incorporation or Organization)

**94-3008969**

(I.R.S. Employer Identification No.)

**77 Rio Robles, San Jose, California 95134**

(Address of Principal Executive Offices and Zip Code)

**(408) 240-5500**

(Registrant's Telephone Number, Including Area Code)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Sections 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The total number of outstanding shares of the registrant's common stock as of April 25, 2014 was 130,686,326.

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**PART I. FINANCIAL INFORMATION****ITEM 1. FINANCIAL STATEMENTS**

**SunPower Corporation**  
**Consolidated Balance Sheets**  
(In thousands, except share data)  
(unaudited)

	<u>March 30, 2014</u>	<u>December 29, 2013</u>
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 754,741	\$ 762,511
Restricted cash and cash equivalents, current portion	14,140	13,926
Accounts receivable, net	265,402	360,594
Costs and estimated earnings in excess of billings	17,778	31,787
Inventories	234,380	245,575
Advances to suppliers, current portion	69,103	58,619
Project assets - plants and land, current portion	30,304	69,196
Prepaid expenses and other current assets <sup>1</sup>	648,979	646,270
Total current assets	<u>2,034,827</u>	<u>2,188,478</u>
Restricted cash and cash equivalents, net of current portion	19,652	17,573
Restricted long-term marketable securities	8,715	8,892
Property, plant and equipment, net	535,287	533,387
Solar power systems leased and to be leased, net	360,571	345,504
Project assets - plants and land, net of current portion	7,751	6,411
Advances to suppliers, net of current portion	321,474	324,695
Long-term financing receivables, net	207,606	175,273
Other long-term assets <sup>1</sup>	330,458	298,477
Total assets	<u>\$ 3,826,341</u>	<u>\$ 3,898,690</u>
<b>Liabilities and Equity</b>		
Current liabilities:		
Accounts payable <sup>1</sup>	\$ 418,566	\$ 443,969
Accrued liabilities	378,501	358,157
Billings in excess of costs and estimated earnings <sup>1</sup>	191,641	308,650
Short-term debt	17,157	56,912
Convertible debt, current portion	460,501	455,889
Customer advances, current portion <sup>1</sup>	38,752	36,883
Total current liabilities	<u>1,505,118</u>	<u>1,660,460</u>
Long-term debt	123,423	93,095
Convertible debt, net of current portion <sup>1</sup>	300,079	300,079
Customer advances, net of current portion <sup>1</sup>	162,686	167,282
Other long-term liabilities	544,646	523,991
Total liabilities	<u>2,635,952</u>	<u>2,744,907</u>
Commitments and contingencies (Note 7)		
Equity:		
Preferred stock, \$0.001 par value; 10,000,000 shares authorized; none issued and outstanding as of both March 30, 2014 and December 29, 2013	—	—
Common stock, \$0.001 par value, 367,500,000 shares authorized; 130,266,418 shares issued, and 123,542,147 outstanding as of March 30, 2014; 126,946,763 shares issued, and 121,535,913 outstanding as of December 29, 2013	124	122
Additional paid-in capital	1,987,870	1,980,778
Accumulated deficit	(741,448)	(806,492)
Accumulated other comprehensive loss	(3,769)	(4,318)
Treasury stock, at cost; 6,724,271 shares of common stock as of March 30, 2014; 5,410,850 shares of common stock as of December 29, 2013	(97,443)	(53,937)
Total stockholders' equity	<u>1,145,334</u>	<u>1,116,153</u>

Noncontrolling interests in subsidiaries	45,055	37,630
Total equity	1,190,389	1,153,783
Total liabilities and equity	<u>\$ 3,826,341</u>	<u>\$ 3,898,690</u>

<sup>1</sup> The Company has related party balances in connection with transactions made with Total and its affiliates as well as unconsolidated entities in which the Company has a direct equity investment. These related party balances are recorded within the "Prepaid expenses and other current assets," "Other long-term assets," "Accounts payable," "Billings in excess of costs and estimated earnings," "Customer advances, current portion," "Convertible debt, net of current portion," and "Customer advances, net of current portion" financial statement line items in the Condensed Consolidated Balance Sheets (see Note 2, Note 3, Note 7, Note 8, and Note 9).

The accompanying notes are an integral part of these consolidated financial statements.

**SunPower Corporation**  
**Consolidated Statements of Operations**  
(In thousands, except per share data)  
(unaudited)

	<b>Three Months Ended</b>	
	<b>March 30, 2014</b>	<b>March 31, 2013</b>
Revenue	\$ 692,422	\$ 635,433
Cost of revenue	529,433	576,120
Gross margin	162,989	59,313
Operating expenses:		
Research and development	16,746	13,170
Sales, general and administrative	73,928	70,092
Restructuring charges	(461)	(337)
Total operating expenses	90,213	82,925
Operating income (loss)	72,776	(23,612)
Other income (expense), net:		
Interest income	318	255
Interest expense	(19,592)	(27,034)
Other, net	1,369	(8,256)
Other expense, net	(17,905)	(35,035)
Income (loss) before income taxes and equity in earnings (loss) of unconsolidated investees	54,871	(58,647)
Provision for income taxes	(13,620)	(2,989)
Equity in earnings (loss) of unconsolidated investees	1,783	(333)
Net income (loss)	43,034	(61,969)
Net loss attributable to noncontrolling interests	22,010	7,273
Net income (loss) attributable to stockholders	\$ 65,044	\$ (54,696)
Net income (loss) per share attributable to stockholders:		
Basic	\$ 0.53	\$ (0.46)
Diluted	\$ 0.42	\$ (0.46)
Weighted-average shares:		
Basic	122,196	119,553
Diluted	160,434	119,553

The accompanying notes are an integral part of these consolidated financial statements.

**SunPower Corporation**  
**Consolidated Statements of Comprehensive Income (Loss)**  
**(In thousands)**  
**(unaudited)**

<b>(In thousands)</b>	<b>Three Months Ended</b>	
	<b>March 30, 2014</b>	<b>March 31, 2013</b>
Net income (loss)	\$ 43,034	\$ (61,969)
Components of comprehensive income (loss):		
Translation adjustment	274	(1,343)
Net unrealized gain on derivatives (Note 10)	385	2,835
Income taxes	(110)	(533)
Net change in accumulated other comprehensive income (loss)	549	959
Total comprehensive income (loss)	43,583	(61,010)
Comprehensive loss attributable to noncontrolling interests	22,010	7,273
Comprehensive income (loss) attributable to stockholders	\$ 65,593	\$ (53,737)

The accompanying notes are an integral part of these consolidated financial statements.

**SunPower Corporation**  
**Consolidated Statement of Equity**  
(In thousands)  
(unaudited)

	Common Stock		Additional Paid-in Capital	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Accumulated Deficit)	Total Stockholders' Equity	Noncontrolling Interests	Total Equity
	Shares	Value							
<b>Balances at December 29, 2013</b>	121,536	\$ 122	\$ 1,980,778	\$ (53,937)	\$ (4,318)	\$ (806,492)	\$ 1,116,153	\$ 37,630	\$ 1,153,783
Net income (loss)	—	—	—	—	—	65,044	65,044	22,010	43,034
Other comprehensive income	—	—	—	—	549	—	549	—	549
Issuance of common stock upon exercise of options	18	—	68	—	—	—	68	—	68
Issuance of restricted stock to employees, net of cancellations	3,300	2	(2)	—	—	—	—	—	—
Conversion of 4.75% debentures	1	—	35	—	—	—	35	—	35
Settlement of the 4.75% Bond hedge	—	—	68,842	—	—	—	68,842	—	68,842
Settlement of the 4.75% Warrants	—	—	(81,077)	—	—	—	(81,077)	—	(81,077)
Stock-based compensation expense	—	—	14,876	—	—	—	14,876	—	14,876
Tax benefit from convertible debt interest deduction	—	—	3,589	—	—	—	3,589	—	3,589
Tax benefit from stock-based compensation	—	—	761	—	—	—	761	—	761
Contributions from noncontrolling interests	—	—	—	—	—	—	—	30,552	30,552
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(1,117)	(1,117)
Purchases of treasury stock	(1,313)	—	—	(43,506)	—	—	(43,506)	—	(43,506)
<b>Balances at March 30, 2014</b>	<b>123,542</b>	<b>\$ 124</b>	<b>\$ 1,987,870</b>	<b>\$ (97,443)</b>	<b>\$ (3,769)</b>	<b>\$ (741,448)</b>	<b>\$ 1,145,334</b>	<b>\$ 45,055</b>	<b>\$ 1,190,389</b>

The accompanying notes are an integral part of these consolidated financial statements.

**SunPower Corporation**  
**Consolidated Statements of Cash Flows**  
(In thousands)  
(unaudited)

	<b>Three Months Ended</b>	
	<b>March 30, 2014</b>	<b>March 31, 2013</b>
<b>Cash flows from operating activities:</b>		
Net income (loss)	\$ 43,034	\$ (61,969)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	25,371	23,767
Stock-based compensation	14,867	8,516
Non-cash interest expense	5,170	11,890
Equity in (earnings) loss of unconsolidated investees	(1,783)	333
Deferred income taxes and other tax liabilities	17,985	4,724
Other, net	9	1,094
Changes in operating assets and liabilities, net of effect of acquisition:		
Accounts receivable	93,574	60,340
Costs and estimated earnings in excess of billings	14,009	(849)
Inventories	4,043	(5,606)
Project assets	22,491	(35,250)
Long-term financing receivables, net	(32,333)	(25,798)
Prepaid expenses and other assets	(11,994)	223,287
Advances to suppliers	(7,263)	(4,319)
Accounts payable and other accrued liabilities	(16,972)	(28,825)
Billings in excess of costs and estimated earnings	(117,009)	(2,697)
Customer advances	(2,727)	(1,775)
Net cash provided by operating activities	<u>50,472</u>	<u>166,863</u>
<b>Cash flows from investing activities:</b>		
Decrease (increase) in restricted cash and cash equivalents	(2,293)	17,797
Purchases of property, plant and equipment	(8,800)	(12,042)
Cash paid for solar power systems, leased and to be leased	(14,989)	(41,688)
Proceeds from sale of equipment to third-party	—	11
Cash paid for investments in unconsolidated investees	(5,013)	—
Net cash used in investing activities	<u>(31,095)</u>	<u>(35,922)</u>
<b>Cash flows from financing activities:</b>		
Proceeds from issuance of non-recourse debt financing, net of issuance costs	39,108	—
Proceeds from issuance of project loans, net of issuance costs	—	24,061
Proceeds from residential lease financing	—	39,090
Proceeds from sale-leaseback financing	16,685	33,850
Contributions from noncontrolling interests	30,552	12,315
Proceeds from exercise of stock options	68	25
Proceeds from settlement of 4.75% Bond Hedge	68,842	—
Payments to settle 4.75% Warrants	(81,077)	—
Repayment of bank loans, project loans and other debt	(7,850)	(180,501)
Assumption of project loan by customer	(40,672)	—
Repayment of residential lease financing	(7,213)	—
Repayment of sale-leaseback financing	(779)	—
Distributions to noncontrolling interests	(1,117)	—
Purchases of stock for tax withholding obligations on vested restricted stock	(43,506)	(10,739)
Cash paid for repurchase of convertible debt	(1)	—
Net cash used in financing activities	<u>(26,960)</u>	<u>(81,899)</u>
Effect of exchange rate changes on cash and cash equivalents	(187)	(942)
Net increase (decrease) in cash and cash equivalents	(7,770)	48,100
Cash and cash equivalents, beginning of period	762,511	457,487
Cash and cash equivalents, end of period	<u>\$ 754,741</u>	<u>\$ 505,587</u>
<b>Non-cash transactions:</b>		
Assignment of residential lease receivables to a third party financial institution	\$ 1,496	\$ 33,969

Costs of solar power systems, leased and to be leased, sourced from existing inventory	\$	7,120	\$	15,536
Costs of solar power systems, leased and to be leased, funded by liabilities	\$	1,634	\$	4,070
Costs of solar power systems under sale-leaseback financing arrangements, sourced from project assets	\$	15,269	\$	20,066
Property, plant and equipment acquisitions funded by liabilities	\$	5,544	\$	5,042

The accompanying notes are an integral part of these consolidated financial statements.

## **Note 1. THE COMPANY AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

### **The Company**

SunPower Corporation (together with its subsidiaries, the "Company" or "SunPower") is a vertically integrated solar products and solutions company that designs, manufactures and delivers high-performance solar systems worldwide, serving as a one-stop shop for residential, commercial, and utility-scale power plant customers. SunPower Corporation is a majority owned subsidiary of Total Energies Nouvelles Activités USA ("Total"), a subsidiary of Total S.A. ("Total S.A.") (see Note 2).

### **Basis of Presentation and Preparation**

#### *Principles of Consolidation*

The consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States of America ("United States" or "U.S.") and include the accounts of the Company, all of its subsidiaries and special purpose entities, as appropriate under consolidation accounting guidelines. Intercompany transactions and balances have been eliminated in consolidation. The assets of the special purpose entities that the Company sets up related to project financing for customers are not designed to be available to service the general liabilities and obligations of the Company in certain circumstances.

#### *Reclassifications*

Certain prior period balances have been reclassified to conform to the current period presentation in the Company's consolidated financial statements and the accompanying notes. Such reclassifications had no effect on previously reported results of operations or accumulated deficit.

#### *Fiscal Years*

The Company has a 52-to-53-week fiscal year that ends on the Sunday closest to December 31. Accordingly, every fifth or sixth year will be a 53-week fiscal year. Both fiscal 2014 and 2013 are 52-week fiscal years. The first quarter of fiscal 2014 ended on March 30, 2014, while the first quarter of fiscal 2013 ended on March 31, 2013. Both the first quarter of fiscal 2014 and fiscal 2013 were 13-week quarters.

#### *Management Estimates*

The preparation of the consolidated financial statements in conformity with U.S. generally accepted accounting principles ("U.S. GAAP") requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Significant estimates in these consolidated financial statements include percentage-of-completion for construction projects; allowances for doubtful accounts receivable and sales returns; inventory and project asset write-downs; stock-based compensation; estimates for future cash flows and economic useful lives of property, plant and equipment and other long-term assets; the fair value and residual value of leased solar power systems; fair value of financial instruments; valuation of certain accrued liabilities such as accrued warranty; and income taxes and tax valuation allowances. Actual results could materially differ from those estimates.

### **Recent Accounting Pronouncements**

In July 2013, the Financial Accounting Standards Board ("FASB") amended its guidance related to the presentation of unrecognized tax benefits. The amended guidance specifies when an unrecognized tax benefit or a portion of an unrecognized tax benefit should be presented as a liability versus an offset against a deferred tax asset when a net operating loss carryforward, a similar tax loss or tax credit carryforward exists. The amendment became effective for the Company in the first quarter of fiscal 2014 and did not have a material impact on its consolidated financial statements.

In March 2013, the FASB and International Accounting Standards Board ("IASB") issued common disclosure requirements that are intended to enhance comparability between financial statements prepared in accordance with U.S. GAAP and those prepared in accordance with International Financial Reporting Standards ("IFRS"). This new guidance is applicable to companies that have financial instruments or derivatives that are either offset in the balance sheet (presented on a net basis) or subject to an enforceable master netting arrangement or similar arrangement. The requirement does not change the existing offsetting eligibility criteria or the permitted balance sheet presentation for those instruments that meet the eligibility criteria. However, once this disclosure requirement becomes effective, companies will also be required to disclose information about

financial instruments and derivatives instruments that have been offset and related arrangements and to provide both net (offset amounts) and gross information in the notes to the financial statements for relevant assets and liabilities that are offset. The disclosure requirement became effective retrospectively in the first quarter of the Company's fiscal year 2014 and did not have a material impact on its consolidated financial statements as it is disclosure only in nature.

In March 2013, the FASB amended its guidance related to foreign currency matters requiring the release of the cumulative translation adjustment into net income when an entity ceases to have a controlling financial interest in a subsidiary or a group of assets within a foreign entity. The amendment became effective for the Company in the first quarter of fiscal 2014 and did not have a material impact on its consolidated financial statements.

Other than as described above, there has been no issued accounting guidance not yet adopted by the Company that it believes is material or potentially material to its consolidated financial statements.

## **Note 2. TRANSACTIONS WITH TOTAL AND TOTAL S.A.**

In June 2011, Total completed a cash tender offer to acquire 60% of the Company's then outstanding shares of common stock at a price of \$23.25 per share, for a total cost of approximately \$1.4 billion. In December 2011, the Company entered into a Private Placement Agreement with Total, under which Total purchased, and the Company issued and sold, 18.6 million shares of the Company's common stock for a purchase price of \$8.80 per share, thereby increasing Total's ownership to approximately 66% of the Company's outstanding common stock as of that date.

### *Credit Support Agreement*

In fiscal 2011, the Company and Total S.A. entered into a Credit Support Agreement (the "Credit Support Agreement") under which Total S.A. agreed to enter into one or more guarantee agreements (each a "Guaranty") with banks providing letter of credit facilities to the Company. Total S.A. will guarantee the Company's obligation to reimburse the applicable issuing bank a draw on a letter of credit and pay interest thereon in accordance with the letter of credit facility between such bank and the Company. Under the Credit Support Agreement, the Company may also request that Total S.A. provide a Guaranty in support of the Company's payment obligations with respect to a letter of credit facility. The Company is required to pay Total S.A. a guarantee fee for each letter of credit that is the subject of a Guaranty under the Credit Support Agreement and was outstanding for all or part of the preceding calendar quarter.

The Credit Support Agreement will terminate following the fifth anniversary of the CSA Effective Date, after the later of the payment in full of all obligations thereunder and the termination or expiration of each Guaranty provided thereunder.

### *Affiliation Agreement*

The Company and Total have entered into an Affiliation Agreement that governs the relationship between Total and the Company (the "Affiliation Agreement"). Until the expiration of a standstill period (the "Standstill Period"), and subject to certain exceptions, Total, Total S.A., any of their respective affiliates and certain other related parties (the "Total Group") may not effect, seek, or enter into discussions with any third-party regarding any transaction that would result in the Total Group beneficially owning shares of the Company in excess of certain thresholds, or request the Company or the Company's independent directors, officers or employees, to amend or waive any of the standstill restrictions applicable to the Total Group.

The Affiliation Agreement imposes certain limitations on the Total Group's ability to seek to effect a tender offer or merger to acquire 100% of the outstanding voting power of the Company and imposes certain limitations on the Total Group's ability to transfer 40% or more of outstanding shares or voting power of the Company to a single person or group that is not a direct or indirect subsidiary of Total S.A. During the Standstill Period, no member of the Total Group may, among other things, solicit proxies or become a participant in an election contest relating to the election of directors to the Company's Board of Directors.

The Affiliation Agreement provides Total with the right to maintain its percentage ownership in connection with any new securities issued by the Company, and Total may also purchase shares on the open market or in private transactions with disinterested stockholders, subject in each case to certain restrictions.

The Affiliation Agreement also imposes certain restrictions with respect to the Company's and the Company's Board of Directors' ability to take certain actions, including specifying certain actions that require approval by the directors other than the directors appointed by Total and other actions that require stockholder approval by Total.

### *Research & Collaboration Agreement*

Total and the Company have entered into a Research & Collaboration Agreement (the "R&D Agreement") that establishes a framework under which the parties engage in long-term research and development collaboration ("R&D Collaboration"). The R&D Collaboration encompasses a number of different projects, with a focus on advancing the Company's technology position in the crystalline silicon domain, as well as ensuring the Company's industrial competitiveness. The R&D Agreement enables a joint committee to identify, plan and manage the R&D Collaboration.

### *Liquidity Support Agreement with Total S.A.*

The Company was party to an agreement with a customer to construct the California Valley Solar Ranch, a solar park. Part of the debt financing necessary for the customer to pay for the construction of this solar park was provided by the Federal Financing Bank in reliance on a guarantee of repayment provided by the Department of Energy (the "DOE") under a loan guarantee program. In February 2012, the Company entered into a Liquidity Support Agreement with Total S.A. and the DOE, and a series of related agreements with Total S.A. and Total, under which Total S.A. agreed to provide the Company, or cause to be provided, additional liquidity under certain circumstances to a maximum amount of \$600.0 million ("Liquidity Support Facility"). The Liquidity Support Facility was available until the completion of the solar park, which was completed in accordance with the terms of the relevant agreement in March 2014. Upon completion, the Liquidity Support Agreement was terminated. There were no outstanding guarantees or debt under the facility upon termination.

### *Compensation and Funding Agreement*

In connection with the Liquidity Support Agreement, in February 2012, the Company entered into a Compensation and Funding Agreement (the "Compensation and Funding Agreement") with Total S.A., pursuant to which, among other things, the Company and Total S.A. established the parameters for the terms of the Liquidity Support Facility and any liquidity injections that may be required to be provided by Total S.A. to the Company pursuant to the Liquidity Support Agreement.

During the term of the Compensation and Funding Agreement, the Company is required to pay Total S.A. commitment and guarantee fees as follows: (i) quarterly payment of a commitment fee in an amount equal to 0.25% of the unused portion of the \$600.0 million Liquidity Support Facility as of the end of such quarter; and (ii) quarterly payment of a guarantee fee in an amount equal to 2.75% per annum of the average amount of the Company's indebtedness that is guaranteed by Total S.A. pursuant to any guaranty issued in accordance with the terms of the Compensation and Funding Agreement during such quarter. Any payment obligations of the Company to Total S.A. under the Compensation and Funding Agreement that are not paid when due shall accrue interest until paid in full at a rate equal to 6-month U.S. LIBOR as in effect from time to time plus 5.00% per annum.

In July 2013, Total S.A. issued a guarantee for the Company's obligations under the July 2013 revolving credit facility with Credit Agricole (the "July 2013 revolving credit facility"), which reduced the capacity available under the Liquidity Support Facility from \$600.0 million to \$350.0 million. The Company was required to pay Total S.A. an annual guarantee fee of 2.75% of the outstanding amount under the July 2013 revolving credit facility through expiration of the guarantee on January 31, 2014 (see Note 9).

### *Upfront Warrant*

In February 2012, as consideration for Total S.A.'s agreement to provide the Liquidity Support Facility, the Company issued a warrant ("the Upfront Warrant") to purchase 9,531,677 shares of the Company's common stock with an exercise price of \$7.8685, subject to adjustment for customary anti-dilution and other events. The Upfront Warrant, governed by the Private Placement Agreement and the Compensation and Funding Agreement, will be exercisable at any time for seven years after its issuance, provided that, so long as at least \$25.0 million of the Company's convertible debt remains outstanding, such exercise will not cause "any person," including Total S.A., to, directly or indirectly, including through one or more wholly-owned subsidiaries, become the "beneficial owner" (as such terms are defined in Rule 13d-3 and Rule 13d-5 under the Securities and Exchange Act of 1934, as amended), of more than 74.99% of the voting power of the Company's common stock at such time, a circumstance which would trigger the repurchase or conversion of the Company's existing convertible debt.

### *0.75% Debentures Due 2018*

In May 2013, the Company issued \$300.0 million in principal amount of its 0.75% senior convertible debentures due 2018 (the "0.75% debentures due 2018"). \$200.0 million in aggregate principal amount of the 0.75% debentures due 2018 were acquired by Total. The 0.75% debentures due 2018 are convertible into shares of the Company's common stock at any time

based on an initial conversion price equal to \$24.95 per share, which provides Total the right to acquire up to 8,017,420 shares of the Company's common stock. The applicable conversion rate may adjust in certain circumstances, including a fundamental change, as described in the indenture governing the 0.75% debentures due 2018 (see Note 9).

*Joint Projects with Total and its Affiliates:*

We enter into various engineering, procurement and construction ("EPC") and operations and maintenance ("O&M") agreements relating to solar projects, including EPC services and O&M agreements relating to projects owned or partially owned by Total and its affiliates. As of March 30, 2014, the Company had \$9.1 million of "Billings in excess of costs and estimated earnings" on its Consolidated Balance Sheets related to projects in which Total has a direct or indirect interest.

*Related Party Transactions with Total and its Affiliates:*

<b>(In thousands)</b>	<b>Three Months Ended</b>	
	<b>March 30, 2014</b>	<b>March 31, 2013</b>
<b>Revenue:</b>		
EPC and O&M revenue under joint projects	\$ 2,889	\$ —
<b>Research and development expense:</b>		
Offsetting contributions received under R&D Agreement	\$ 260	\$ —
<b>Interest expense:</b>		
Guarantee fees incurred under Credit Support Agreement	\$ 2,745	\$ 1,811
Fees incurred under the Compensation and Funding Agreement	\$ 1,200	\$ 1,701
Interest expense incurred on the 0.75% debentures due 2018	\$ 375	\$ —

**Note 3. BALANCE SHEET COMPONENTS**

<b>(In thousands)</b>	<b>As of</b>	
	<b>March 30, 2014</b>	<b>December 29, 2013</b>
<b>Accounts receivable, net:</b>		
Accounts receivable, gross <sup>1,2</sup>	\$ 293,813	\$ 389,152
Less: allowance for doubtful accounts	(26,474)	(26,463)
Less: allowance for sales returns	(1,937)	(2,095)
	<u>\$ 265,402</u>	<u>\$ 360,594</u>

<sup>1</sup> Includes short-term financing receivables associated with solar power systems leased of \$5.7 million and \$4.4 million as of March 30, 2014 and December 29, 2013, respectively (see Note 4).

<sup>2</sup> Includes short-term retainage of \$4.4 million and \$8.3 million as of March 30, 2014 and December 29, 2013, respectively. Retainage refers to the earned, but unbilled, portion of a construction and development project which is withheld for payment by the customer until certain milestones are met in accordance with the related contract.

<b>(In thousands)</b>	<b>As of</b>	
	<b>March 30, 2014</b>	<b>December 29, 2013</b>
<b>Inventories:</b>		
Raw materials	\$ 45,027	\$ 51,905
Work-in-process	63,553	52,756
Finished goods	125,800	140,914
	<u>\$ 234,380</u>	<u>\$ 245,575</u>

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Prepaid expenses and other current assets:		
Deferred project costs	\$ 285,387	\$ 275,389
Bond hedge derivative	129,539	110,477
VAT receivables, current portion	16,116	21,481
Deferred costs for solar power systems to be leased	13,708	23,429
Foreign currency derivatives	1,677	4,642
Other receivables	86,399	112,062
Other prepaid expenses	50,134	28,629
Other current assets	66,019	70,161
	<u>\$ 648,979</u>	<u>\$ 646,270</u>

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Project assets - plants and land:		
Project assets — plants	\$ 31,822	\$ 64,564
Project assets — land	6,233	11,043
	<u>\$ 38,055</u>	<u>\$ 75,607</u>
Project assets - plants and land, current portion	\$ 30,304	\$ 69,196
Project assets - plants and land, net of current portion	\$ 7,751	\$ 6,411

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Property, plant and equipment, net:		
Manufacturing equipment <sup>3</sup>	\$ 542,422	\$ 538,616
Land and buildings	26,138	26,138
Leasehold improvements	230,503	229,846
Solar power systems <sup>4</sup>	97,127	82,036
Computer equipment	82,038	79,519
Furniture and fixtures	8,432	8,392
Construction-in-process	13,953	11,724
	<u>1,000,613</u>	<u>976,271</u>
Less: accumulated depreciation	(465,326)	(442,884)
	<u>\$ 535,287</u>	<u>\$ 533,387</u>

<sup>3</sup> The Company's mortgage loan agreement with International Finance Corporation ("IFC") is collateralized by certain manufacturing equipment with a net book value of \$138.3 million and \$145.9 million as of March 30, 2014 and December 29, 2013, respectively.

<sup>4</sup> Includes \$67.9 million and \$52.6 million of solar power systems associated with sale-leaseback transactions under the financing method as of March 30, 2014 and December 29, 2013 which are depreciated using the straight-line method to their estimated residual values over the lease terms of up to 20 years (see Note 4).

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Property, plant and equipment, net by geography <sup>5</sup> :		
Philippines	\$ 311,499	\$ 321,410
United States	165,035	153,074
Mexico	32,948	32,705
Europe	24,769	25,293
Other	1,036	905
	<u>\$ 535,287</u>	<u>\$ 533,387</u>

<sup>5</sup> Property, plant and equipment, net by geography is based on the physical location of the assets.

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Other long-term assets:		
Equity method investments	\$ 133,537	\$ 131,739
Retainage <sup>6</sup>	114,335	88,934
Cost method investments	17,344	12,374
Long-term debt issuance costs	10,081	10,274
Other	55,161	55,156
	<u>\$ 330,458</u>	<u>\$ 298,477</u>

<sup>6</sup> Retainage refers to the earned, but unbilled, portion of a construction and development project which is withheld for payment by the customer until certain milestones are met in accordance with the related contract. The Company's noncurrent retainage is expected to be collected in 2015 through 2016.

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Accrued liabilities:		
Bond hedge derivatives	\$ 129,548	\$ 110,477
Employee compensation and employee benefits	47,555	50,449
Deferred revenue	30,737	29,287
Short-term residential lease financing	7,379	14,436
Interest payable	9,730	10,971
Short-term warranty reserves	10,988	10,426
Restructuring reserve	4,095	7,134
VAT payables	6,605	7,089
Foreign currency derivatives	1,700	6,170
Other	130,164	111,718
	<u>\$ 378,501</u>	<u>\$ 358,157</u>

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Other long-term liabilities:		
Deferred revenue	\$ 177,976	\$ 176,925
Long-term warranty reserves	140,427	138,946
Long-term sale-leaseback financing	82,008	65,944
Long-term residential lease financing	31,400	31,933
Unrecognized tax benefits	32,533	28,927
Other	80,302	81,316
	<u>\$ 544,646</u>	<u>\$ 523,991</u>

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Accumulated other comprehensive loss:		
Cumulative translation adjustment	\$ (3,492)	\$ (3,766)
Net unrealized loss on derivatives	(420)	(805)
Deferred taxes	143	253
	<u>\$ (3,769)</u>	<u>\$ (4,318)</u>

**Note 4. LEASING**

**Residential Lease Program**

The Company offers a solar lease program, in partnership with third-party financial institutions, which allows its residential customers to obtain SunPower systems under lease agreements for terms of up to 20 years. Leases are classified as either operating or sales-type leases in accordance with the relevant accounting guidelines.

*Operating Leases*

The following table summarizes "Solar power systems leased and to be leased" under operating leases on the Company's Consolidated Balance Sheets as of March 30, 2014 and December 29, 2013, respectively:

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Solar power systems leased and to be leased, net <sup>1,2</sup> :		
Solar power systems leased	\$ 359,918	\$ 324,202
Solar power systems to be leased	24,621	36,645
	<u>384,539</u>	<u>360,847</u>
Less: accumulated depreciation	(23,968)	(15,343)
	<u>\$ 360,571</u>	<u>\$ 345,504</u>

<sup>1</sup> Solar power systems leased and to be leased, net are physically located in the United States.

<sup>2</sup> As of March 30, 2014 and December 29, 2013, the Company has pledged solar assets with an aggregate book value of \$144.7 million and \$147.7 million, respectively, to the third-party investors as security for its obligations under the contractual arrangements.

The following table presents the Company's minimum future rental receipts on operating leases placed in service as of March 30, 2014:

(In thousands)	2014 (remaining nine months)	2015	2016	2017	2018	Thereafter	Total
Minimum future rentals on operating leases placed in service <sup>1</sup>	\$ 9,419	9,552	9,588	9,626	9,666	143,501	\$ 191,352

<sup>1</sup> Minimum future rentals on operating leases placed in service does not include contingent rentals that may be received from customers under agreements which include performance based incentives.

#### *Sales-Type Leases*

As of March 30, 2014 and December 29, 2013, the Company's net investment in sales-type leases presented in "Accounts receivable" and "Long-term financing receivables, net" on the Company's Consolidated Balance Sheets was as follows:

(In thousands)	As of	
	March 30, 2014	December 29, 2013
Financing receivables:		
Minimum lease payments receivable <sup>1</sup>	\$ 252,487	\$ 217,666
Unguaranteed residual value	26,144	23,366
Unearned income	(65,306)	(61,326)
Net financing receivables	\$ 213,325	\$ 179,706
Current	\$ 5,719	\$ 4,433
Long-term	\$ 207,606	\$ 175,273

<sup>1</sup> Net of allowance for doubtful accounts.

As of March 30, 2014, future maturities of net financing receivables for sales-type leases are as follows:

(In thousands)	2014 (remaining nine months)	2015	2016	2017	2018	Thereafter	Total
Scheduled maturities of minimum lease payments receivable <sup>1</sup>	\$ 9,241	11,674	11,837	12,004	12,177	195,554	\$ 252,487

<sup>1</sup> Minimum future rentals on sales-type leases placed in service does not include contingent rentals that may be received from customers under agreements which include performance based incentives.

#### *Third-Party Financing Arrangements*

The Company has entered into multiple facilities under which solar power systems are financed with third-party investors. Under the terms of certain programs the investors make upfront payments to the Company, which the Company recognizes as a non-recourse liability that will be reduced over the specified term of the program as customer receivables and government incentives are received by the third-party investors. As the non-recourse liability is reduced over time, the Company makes a corresponding reduction in customer and government incentive receivables on its balance sheet. Under this approach, for both operating and sales-type leases the Company continues to account for these arrangements with its residential lease customers in the consolidated financial statements. As of March 30, 2014, and December 29, 2013, the remaining liability to the third-party investors, presented in "Accrued liabilities" and "Other long-term liabilities" on the Company's Consolidated Balance Sheets, was \$38.8 million and \$46.4 million, respectively (see Note 3).

The Company has entered into facilities with third-party investors under which the parties invest in entities that hold SunPower solar power systems and leases with residential customers. The Company was determined to hold controlling

interests in these less-than-wholly-owned entities and has fully consolidated these entities as a result. The Company accounts for the portion of net assets in the consolidated entities attributable to the investors as "Noncontrolling interests" in its consolidated financial statements. As of March 30, 2014, the Company has entered into a total of six facilities with third-party investors. During the three months ended March 30, 2014 and March 31, 2013, the Company received \$30.6 million and \$12.3 million, respectively, in contributions from investors under the related facilities and attributed \$22.0 million and \$7.3 million, respectively, in losses to the third-party investors primarily as a result of allocating certain assets, including tax credits, to the investors.

### ***Sale-Leaseback Arrangements***

The Company enters into sale-leaseback arrangements under which solar power systems are sold to third parties and subsequently leased back over minimum lease terms of up to 20 years. Separately, the Company enters into power purchase agreements ("PPAs") with end customers, who host the leased solar power systems and buy the electricity directly from the Company under PPAs with durations of up to 20 years. At the end of the lease term, the Company has the option to purchase the systems at fair value or may be required to remove the systems and return them to the third parties.

The Company has classified its sale-leaseback arrangements of solar power systems not involving integral equipment as operating leases. The deferred profit on the sale of these systems is recognized over the term of the lease. As of March 30, 2014, future minimum lease obligations associated with these systems was \$101.7 million, which will be recognized over the minimum lease terms. Future minimum payments to be received from customers under PPAs associated with the solar power systems under sale-leaseback arrangements classified as operating leases will be recognized over the lease terms of up to 20 years and are contingent upon the energy produced by the solar power systems.

The Company enters into sale-leaseback arrangements under which the systems under the sale-leaseback arrangements have been determined to be integral equipment as defined under the accounting guidance for such transactions. The Company was further determined to have continuing involvement with the solar power systems throughout the lease due to purchase option rights. As a result of such continuing involvement, the Company accounts for each transaction as a financing. Under the financing method, the proceeds received from the sale of the solar power systems are recorded by the Company as financing liabilities and presented within "Other long-term liabilities" in the Company's Consolidated Balance Sheets (see Note 3). The financing liabilities are subsequently reduced by the Company's payments to lease back the solar power systems, less interest expense calculated based on the Company's incremental borrowing rate adjusted to the rate required to prevent negative amortization. The solar power systems under the sale-leaseback arrangements remains on the Company's balance sheet and are classified within "Property, plant and equipment, net" (see Note 3). As of March 30, 2014, future minimum lease obligations for the sale-leaseback arrangements accounted for under the financing method were \$78.0 million, which will be recognized over the lease terms of up to 20 years.

### **Note 5. FAIR VALUE MEASUREMENTS**

Fair value is estimated by applying the following hierarchy, which prioritizes the inputs used to measure fair value into three levels and bases the categorization within the hierarchy upon the lowest level of input that is available and significant to the fair value measurement (observable inputs are the preferred basis of valuation):

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Measurements are inputs that are observable for assets or liabilities, either directly or indirectly, other than quoted prices included within Level 1.
- Level 3 — Prices or valuations that require management inputs that are both significant to the fair value measurement and unobservable.

### ***Assets and Liabilities Measured at Fair Value on a Recurring Basis***

The Company measures certain assets and liabilities at fair value on a recurring basis. There were no transfers between fair value measurement levels during any presented period. The Company did not have any assets or liabilities measured at fair value on a recurring basis requiring Level 3 inputs as of March 30, 2014 or December 29, 2013.

The following table summarizes the Company's assets and liabilities measured and recorded at fair value on a recurring basis as of March 30, 2014 and December 29, 2013, respectively:

(In thousands)	March 30, 2014			December 29, 2013		
	Total	Level 1	Level 2	Total	Level 1	Level 2
<b>Assets</b>						
Cash and cash equivalents:						
Money market funds <sup>1</sup>	\$ 378,001	\$ 378,001	\$ —	\$ 358,001	\$ 358,001	\$ —
Prepaid expenses and other current assets:						
Debt derivatives (Note 9)	129,539	—	129,539	110,477	—	110,477
Foreign currency derivatives (Note 10)	1,677	—	1,677	4,642	—	4,642
Other long-term assets:						
Foreign currency derivatives (Note 10)	237	—	237	588	—	588
<b>Total assets</b>	<b>\$ 509,454</b>	<b>\$ 378,001</b>	<b>\$ 131,453</b>	<b>\$ 473,708</b>	<b>\$ 358,001</b>	<b>\$ 115,707</b>
<b>Liabilities</b>						
Accrued liabilities:						
Debt derivatives (Note 9)	\$ 129,548	\$ —	\$ 129,548	\$ 110,477	\$ —	\$ 110,477
Foreign currency derivatives (Note 10)	1,700	—	1,700	6,170	—	6,170
Other long-term liabilities:						
Foreign currency derivatives (Note 10)	191	—	191	555	—	555
<b>Total liabilities</b>	<b>\$ 131,439</b>	<b>\$ —</b>	<b>\$ 131,439</b>	<b>\$ 117,202</b>	<b>\$ —</b>	<b>\$ 117,202</b>

<sup>1</sup> The Company's cash equivalents consist of money market fund instruments which are classified as available-for-sale and within Level 1 of the fair value hierarchy because they are valued using quoted market prices for identical instruments in active markets.

Other financial instruments, including the Company's accounts receivable, accounts payable and accrued liabilities, are carried at cost, which generally approximates fair value due to the short-term nature of these instruments.

#### Debt Derivatives

The 4.50% Bond Hedge (as defined in Note 9) and the embedded cash conversion option within the 4.50% debentures (as defined in Note 9) are classified as derivative instruments that require mark-to-market treatment with changes in fair value reported in the Company's Consolidated Statements of Operations. The fair values of these derivative instruments were determined utilizing the following Level 1 and Level 2 inputs:

	As of <sup>1</sup>	
	March 30, 2014	December 29, 2013
Stock price	\$ 31.85	\$ 28.91
Exercise price	\$ 22.53	\$ 22.53
Interest rate	0.27%	0.33%
Stock volatility	58.1%	57.7%
Credit risk adjustment	0.73%	0.71%
Maturity date	February 18, 2015	February 18, 2015

<sup>1</sup> The valuation model utilizes these inputs to value the right but not the obligation to purchase one share at \$22.53. The Company utilized a Black-Scholes valuation model to value the 4.50% Bond Hedge and embedded cash conversion option. The underlying input assumptions were determined as follows:

- (i) Stock price. The closing price of the Company's common stock on the last trading day of the quarter.
- (ii) Exercise price. The exercise price of the 4.50% Bond Hedge and the embedded cash conversion option.
- (iii) Interest rate. The Treasury Strip rate associated with the life of the 4.50% Bond Hedge and the embedded cash conversion option.
- (iv) Stock volatility. The volatility of the Company's common stock over the life of the 4.50% Bond Hedge and the embedded cash conversion option.
- (v) Credit risk adjustment. Represents the weighted average of the credit default swap rate of the counterparties.

#### **Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis**

The Company measures certain investments and non-financial assets (including project assets, property, plant and equipment, and other intangible assets) at fair value on a non-recurring basis in periods after initial measurement in circumstances when the fair value of such asset is impaired below its recorded cost.

##### *Held-to-Maturity Debt Securities*

The Company's debt securities, classified as held-to-maturity, consist of Philippine government bonds which are maintained as collateral for present and future business transactions within the country. These bonds have maturity dates of up to 5 years and are classified as "Restricted long-term marketable securities" on the Company's Consolidated Balance Sheets. As of March 30, 2014 and December 29, 2013, these bonds had a carrying value of \$8.7 million and \$8.9 million respectively. The Company records such held-to-maturity investments at amortized cost based on its ability and intent to hold the securities until maturity. The Company monitors for changes in circumstances and events that would impact its ability and intent to hold such securities until the recorded amortized costs are recovered. No other-than-temporary impairment loss was incurred during any presented period. The held-to-maturity debt securities were categorized in Level 2 of the fair value hierarchy.

##### *Equity and Cost Method Investments*

The Company holds equity investments in non-consolidated entities which are accounted for under the both equity and cost method. The Company monitors these investments, which are included in "Other long-term assets" in its Consolidated Balance Sheets, for impairment and records reductions in the carrying values when necessary. Circumstances that indicate an other-than-temporary decline include Level 2 and Level 3 measurements such as the valuation ascribed to the issuing company in subsequent financing rounds, decreases in quoted market prices, and declines in operations of the issuer.

As of March 30, 2014 and December 29, 2013, the Company had \$133.5 million and \$131.7 million, respectively, in investments accounted for under the equity method (see Note 8). As of March 30, 2014 and December 29, 2013, the Company had \$17.3 million and \$12.4 million, respectively, in investments accounted for under the cost method.

**Related Party Transactions with Equity and Cost Method Investees:**

<b>(In thousands)</b>	<b>As of</b>	
	<b>March 30, 2014</b>	<b>December 29, 2013</b>
Accounts receivable	\$ 16,230	\$ 11,780
Accounts payable	\$ 53,940	\$ 51,499
Other long-term assets:		
Long-term note receivable	\$ 3,755	\$ 3,688
<b>(In thousands)</b>	<b>Three Months Ended</b>	
	<b>March 30, 2014</b>	<b>March 31, 2013</b>
Payments made to investees for products/services	\$ 112,039	\$ 134,916

**Note 6. RESTRUCTURING**
**October 2012 Restructuring Plan**

In fiscal 2012, the Company's Board of Directors approved a reorganization (the "October 2012 Plan") to accelerate operating cost reduction and improve overall operating efficiency. In connection with the October 2012 Plan, which is expected to be completed within the first half of fiscal 2014, the Company expects to eliminate approximately 900 positions, primarily in the Philippines, representing approximately 15% of the Company's global workforce. As a result, the Company expects to record restructuring charges totaling \$30.0 million to \$35.0 million, related to all segments. Such charges are composed of severance benefits, lease and related termination costs, and other associated costs. The Company expects greater than 90% of these charges to be cash. The Company has recorded \$31.5 million in restructuring charges in connection with the October 2012 Plan to date.

**Legacy Restructuring Plans**

During fiscal 2012 and 2011, the Company implemented approved restructuring plans, related to all segments, to align with changes in the global solar market which included the consolidation of the Company's Philippine manufacturing operations as well as actions to accelerate operating cost reduction and improve overall operating efficiency. These restructuring activities were substantially complete as of March 30, 2014. The Company expects to continue to incur costs as it finalizes previous estimates and actions in connection with these plans, primarily due to other costs, such as legal services.

The following table summarizes the restructuring reserve activity during the three months ended March 30, 2014:

<b>(In thousands)</b>	<b>Three Months Ended</b>			
	<b>December 29, 2013</b>	<b>Charges (Benefits)</b>	<b>Payments</b>	<b>March 30, 2014</b>
October 2012 Plan:				
Severance and benefits	\$ 3,942	\$ (495)	\$ (1,255)	\$ 2,192
Lease and related termination costs	362	(233)	(100)	29
Other costs <sup>1</sup>	914	711	(403)	1,222
Legacy Restructuring Plans:				
Severance and benefits	19	(36)	17	—
Lease and related termination costs	1,247	(169)	(1,078)	—
Other costs <sup>1</sup>	650	(239)	241	652
Total restructuring liabilities	\$ 7,134	\$ (461)	\$ (2,578)	\$ 4,095

<sup>1</sup> Other costs primarily represent associated legal services.

**Note 7. COMMITMENTS AND CONTINGENCIES****Facility and Equipment Lease Commitments**

The Company leases certain facilities under non-cancellable operating leases from unaffiliated third parties. As of March 30, 2014, future minimum lease payments for facilities under operating leases was \$61.5 million, which will be paid over the remaining contractual terms of up to 10 years. The Company additionally leases certain buildings, machinery and equipment under non-cancelable capital leases. As of March 30, 2014, future minimum lease payments for assets under capital leases was \$6.3 million, which will be paid over the remaining contractual terms of up to 10 years.

**Purchase Commitments**

The Company purchases raw materials for inventory and manufacturing equipment from a variety of vendors. During the normal course of business, in order to manage manufacturing lead times and help assure adequate supply, the Company enters into agreements with contract manufacturers and suppliers that either allow them to procure goods and services based on specifications defined by the Company, or that establish parameters defining the Company's requirements. In certain instances, these agreements allow the Company the option to cancel, reschedule or adjust the Company's requirements based on its business needs prior to firm orders being placed. Consequently, only a portion of the Company's disclosed purchase commitments arising from these agreements are firm, non-cancellable, and unconditional commitments.

The Company also has agreements with several suppliers, including some of its non-consolidated investees, for the procurement of polysilicon, ingots, wafers, and Solar Renewable Energy Credits, among others, which specify future quantities and pricing of products to be supplied by the vendors for periods up to 10 years and provide for certain consequences, such as forfeiture of advanced deposits and liquidated damages relating to previous purchases, in the event that the Company terminates the arrangements.

Future purchase obligations under non-cancellable purchase orders and long-term supply agreements as of March 30, 2014 are as follows:

(In thousands)	2014 (remaining nine months)	2015	2016	2017	2018	Thereafter	Total <sup>1,2</sup>
Future purchase obligations	\$ 710,375	373,353	336,247	299,782	181,216	335,542	\$ 2,236,515

<sup>1</sup> Total future purchase obligations as of March 30, 2014 include \$80.7 million to related parties.

<sup>2</sup> Total future purchase obligations was comprised of \$212.5 million related to non-cancellable purchase orders and \$2.0 billion related to long-term supply agreements.

The Company expects that all obligations related to non-cancellable purchase orders for manufacturing equipment will be recovered through future cash flows of the solar cell manufacturing lines and solar panel assembly lines when such long-lived assets are placed in service. Factors considered important that could result in an impairment review include significant under-performance relative to expected historical or projected future operating results, significant changes in the manner of use of acquired assets, and significant negative industry or economic trends. Obligations related to non-cancellable purchase orders for inventories match current and forecasted sales orders that will consume these ordered materials and actual consumption of these ordered materials are compared to expected demand regularly. The Company anticipates total obligations related to long-term supply agreements for inventories will be recovered because quantities are less than management's expected demand for its solar power products. The terms of the long-term supply agreements are reviewed by management and the Company assesses the need for any accruals for estimated losses on adverse purchase commitments, such as lower of cost or market value adjustments that will not be recovered by future sales prices, forfeiture of advanced deposits and liquidated damages, as necessary.

**Advances to Suppliers**

As noted above, the Company has entered into agreements with various vendors that specify future quantities and pricing of products to be supplied. Certain agreements also provide for penalties or forfeiture of advanced deposits in the event the Company terminates the arrangements. Under certain agreements, the Company is required to make prepayments to the vendors over the terms of the arrangements. During the three months ended March 30, 2014, the Company made additional

advance payments totaling \$16.5 million in accordance with the terms of existing long-term supply agreements. As of March 30, 2014 and December 29, 2013, advances to suppliers totaled \$390.6 million and \$383.3 million, respectively, of which \$69.1 million and \$58.6 million, respectively, is classified as short-term in the Company's Consolidated Balance Sheets. Two suppliers accounted for 79% and 21% of total advances to suppliers as of March 30, 2014, and 77% and 22% as of December 29, 2013. As of March 30, 2014, the Company has future prepayment obligations through fiscal 2014 totaling \$49.3 million.

#### Advances from Customers

The Company has entered into other agreements with customers who have made advance payments for solar power products and systems. These advances will be applied as shipments of product occur or upon completion of certain project milestones. The estimated utilization of advances from customers as of March 30, 2014 is as follows:

(In thousands)	2014 (remaining nine months)	2015	2016	2017	2018	Thereafter	Total
Estimated utilization of advances from customers	\$ 26,082	26,461	22,713	27,039	27,039	72,104	\$ 201,438

In fiscal 2010, the Company and its joint venture, AUO SunPower Sdn. Bhd. ("AUOSP"), entered into an agreement under which the Company resells to AUOSP polysilicon purchased from a third-party supplier. Advance payments provided by AUOSP related to such polysilicon are then made by the Company to the third-party supplier. These advance payments are applied as a credit against AUOSP's polysilicon purchases from the Company. Such polysilicon is used by AUOSP to manufacture solar cells which are sold to the Company on a "cost-plus" basis. As of March 30, 2014 and December 29, 2013, outstanding advance payments received from AUOSP totaled \$177.8 million and \$181.3 million, respectively, of which \$15.1 million and \$14.0 million, respectively, is classified as short-term in the Company's Consolidated Balance Sheets, based on projected product shipment dates.

#### Product Warranties

The following table summarizes accrued warranty activity for the three months ended March 31, 2013 and March 30, 2014, respectively:

(In thousands)	Three Months Ended	
	March 30, 2014	March 31, 2013
Balance at the beginning of the period	\$ 149,372	\$ 117,172
Accruals for warranties issued during the period	5,190	4,455
Settlements made during the period	(3,147)	(2,078)
Balance at the end of the period	\$ 151,415	\$ 119,549

#### Contingent Obligations

Projects often require the Company to undertake obligations including: (i) system output performance guarantees; (ii) system maintenance; (iii) penalty payments or customer termination rights if the system the Company is constructing is not commissioned within specified timeframes or other milestones are not achieved; and (iv) system put-rights whereby the Company could be required to buy-back a customer's system at fair value on specified future dates if certain minimum performance thresholds are not met for periods of up to two years. Historically the systems have performed significantly above the performance guarantee thresholds, and there have been no cases in which the Company had to buy back a system.

#### Future Financing Commitments

The Company is required to provide certain funding under the joint venture agreement with AU Optronics Singapore Pte. Ltd. ("AUO") and another unconsolidated investee, subject to certain conditions (see Note 8). As of March 30, 2014, the Company has future financing obligations through fiscal 2014 totaling \$243.9 million.

## Liabilities Associated with Uncertain Tax Positions

Total liabilities associated with uncertain tax positions were \$32.5 million and \$28.9 million as of March 30, 2014 and December 29, 2013, respectively, and are included in "Other long-term liabilities" in the Company's Consolidated Balance Sheets as they are not expected to be paid within the next twelve months. Due to the complexity and uncertainty associated with its tax positions, the Company cannot make a reasonably reliable estimate of the period in which cash settlement, if any, would be made for its liabilities associated with uncertain tax positions in other long-term liabilities.

## Indemnifications

The Company is a party to a variety of agreements under which it may be obligated to indemnify the other party with respect to certain matters. Typically, these obligations arise in connection with contracts and license agreements or the sale of assets, under which the Company customarily agrees to hold the other party harmless against losses arising from a breach of warranties, representations and covenants related to such matters as title to assets sold, negligent acts, damage to property, validity of certain intellectual property rights, non-infringement of third-party rights, and certain tax related matters including indemnification to customers under §48(c) solar commercial investment tax credit ("ITC") and Treasury Grant payments under Section 1603 of the American Recovery and Reinvestment Act ("Cash Grant"). In each of these circumstances, payment by the Company is typically subject to the other party making a claim to the Company that is contemplated by and valid under the indemnification provisions of the particular contract, which provisions are typically contract-specific, as well as bringing the claim under the procedures specified in the particular contract. These procedures usually allow the Company to challenge the other party's claims or, in case of breach of intellectual property representations or covenants, to control the defense or settlement of any third party claims brought against the other party. Further, the Company's obligations under these agreements may be limited in terms of activity (typically to replace or correct the products or terminate the agreement with a refund to the other party), duration and/or amounts. In some instances, the Company may have recourse against third parties and/or insurance covering certain payments made by the Company.

In certain limited circumstances the Company has provided indemnification to customers and investors under which the Company is contractually obligated to compensate these parties for losses they may suffer as a result of reductions in benefits received under ITC and Treasury Cash Grant programs. The Company applies for ITC and Cash Grant incentives based on guidance provided by IRS and the Treasury Department, which include assumptions regarding the fair value of the qualified solar power systems, among others. Certain of the Company's development agreements, sales-leaseback arrangements, and financing arrangements with investors of its residential lease program, incorporate assumptions regarding the future level of incentives to be received, which in some instances may be claimed directly by its customers and investors. Since the Company cannot determine future revisions to the U.S. Treasury guidelines governing system values or how the IRS will evaluate system values used in claiming ITCs, the Company is unable to reliably estimate the maximum potential future payments that it could have to make under the Company's contractual investor obligation as of each reporting date.

## Legal Matters

### *Derivative Litigation*

Derivative actions purporting to be brought on the Company's behalf have been filed in state and federal courts against several of the Company's current and former officers and directors. The actions arise from the Audit Committee's investigation announcement on November 16, 2009 regarding certain unsubstantiated accounting entries. The California state derivative cases were consolidated as *In re SunPower Corp. S'holder Derivative Litig.*, Lead Case No. 1-09-CV-158522 (Santa Clara Sup. Ct.), and co-lead counsel for plaintiffs have been appointed. The complaints assert state-law claims for breach of fiduciary duty, abuse of control, unjust enrichment, gross mismanagement, and waste of corporate assets. Plaintiffs filed a consolidated amended complaint on March 5, 2012. The federal derivative complaints were consolidated as *In re SunPower Corp. S'holder Derivative Litig.*, Master File No. CV-09-05731-RS (N.D. Cal.), and lead plaintiffs and co-lead counsel were appointed on January 4, 2010. The federal complaints assert state-law claims for breach of fiduciary duty, waste of corporate assets, and unjust enrichment, and seek an unspecified amount of damages. Plaintiffs filed a consolidated complaint on May 13, 2011. A Delaware state derivative case, *Brenner v. Albrecht, et al.*, C.A. No. 6514-VCP (Del Ch.), was filed on May 23, 2011 in the Delaware Court of Chancery. The complaint asserts state-law claims for breach of fiduciary duty and contribution and indemnification, and seeks an unspecified amount of damages. On June 29, 2013, the parties to each of the derivative actions entered into an agreement in principle to settle all the derivative actions, and on December 19, 2013, the parties executed a stipulated settlement agreement, providing that the Company institute certain specified corporate governance measures, which were implemented by the Board of Directors on October 22, 2013 in connection with periodic review and update of corporate governance matters, that all claims against all defendants will be released and dismissed with prejudice, and that the Company will not oppose a request by the plaintiffs' counsel for an award of attorneys' fees up to \$1 million, one half of which will be

paid from the proceeds of directors and officers liability insurance. On January 24, 2014, the parties filed a motion with the court in the consolidated California state derivative cases to approve the stipulated settlement. A preliminary approval hearing is scheduled to occur on May 16, 2014.

### ***Tax Benefit Indemnification Litigation***

On March 19, 2014, the Company received notice that a lawsuit had been filed by NRG Solar LLC ("NRG") against SunPower Corporation, Systems, a wholly-owned subsidiary of the Company ("SunPower Systems"), in the Superior Court of Contra Costa County, California. The complaint asserts that, according to the indemnification provisions in the contract pertaining to SunPower Systems' sale of a large California solar project to NRG, SunPower Systems owes NRG \$75 million in connection with certain tax benefits associated with the project that were approved by the Treasury Department for an amount that was less than expected. The Company does not believe that the facts support NRG's claim under the operative indemnification provisions and intends to vigorously contest the claim. SunPower Systems' response to NRG's complaint is due on May 5, 2014. The Court has not yet set a trial date or case schedule.

### ***Other Litigation***

The Company is also a party to various other litigation matters and claims that arise from time to time in the ordinary course of its business. While the Company believes that the ultimate outcome of such matters will not have a material adverse effect on the Company, their outcomes are not determinable and negative outcomes may adversely affect the Company's financial position, liquidity or results of operations.

## **Note 8. EQUITY METHOD INVESTMENTS**

As of March 30, 2014 and December 29, 2013, the Company's carrying value of its equity method investments totaled \$133.5 million and \$131.7 million, respectively, and is classified as "Other long-term assets" in its Consolidated Balance Sheets. The Company's share of its earnings (loss) from equity method investments is reflected as "Equity in earnings (loss) of unconsolidated investees" in its Consolidated Statement of Operations.

### **Equity Investment in Huaxia CPV (Inner Mongolia) Power Co., Ltd. ("CCPV")**

In December 2012, the Company entered into an agreement with Tianjin Zhonghuan Semiconductor Co. Ltd., Inner Mongolia Power Group Co. Ltd. and Hohhot Jinqiao City Development Company Co., Ltd. to form CCPV, a jointly owned entity to manufacture and deploy the Company's C-7 Tracker concentrator technology in Inner Mongolia and other regions in China. CCPV is based in Hohhot, Inner Mongolia. The establishment of the entity was subject to approval of the Chinese government, which was received in the fourth quarter of fiscal 2013. In December 2013, the Company made a \$16.4 million equity investment in CCPV, for a 25% equity ownership.

The Company has concluded that it is not the primary beneficiary of CCPV since, although the Company is obligated to absorb losses and has the right to receive benefits, the Company alone does not have the power to direct the activities of CCPV that most significantly impact its economic performance. The Company accounts for its investment in CCPV using the equity method since the Company is able to exercise significant influence over CCPV due to its board position.

### **Equity Investment in Diamond Energy Pty Ltd. ("Diamond Energy")**

In October 2012, the Company made a \$3.0 million equity investment in Diamond Energy, an alternative energy project developer and clean electricity retailer headquartered in Melbourne, Australia, in exchange for a 25% equity ownership. The Company additionally provided Diamond Energy AUD 2.0 million (or \$1.9 million based on the exchange rate as of March 30, 2014) under a five-year convertible note agreement and will receive interest of 1% per annum on the amounts lent to Diamond Energy, to be paid upon conversion or maturity.

The Company has concluded that it is not the primary beneficiary of Diamond Energy since, although the Company is obligated to absorb losses and has the right to receive benefits, the Company alone does not have the power to direct the activities of Diamond that most significantly impact its economic performance. The Company accounts for its investment in Diamond using the equity method since the Company is able to exercise significant influence over Diamond due to its board position.

## **Equity Investment and Joint Venture with AUOSP**

In fiscal 2010, the Company, AUO and AU Optronics Corporation, the ultimate parent company of AUO ("AUO Taiwan"), formed the joint venture AUOSP. The Company and AUO each own 50% of the joint venture AUOSP. AUOSP owns a solar cell manufacturing facility in Malaysia and manufactures solar cells and sells them on a "cost-plus" basis to the Company and AUO.

In connection with the joint venture agreement, the Company and AUO also entered into licensing and joint development, supply, and other ancillary transaction agreements. Through the licensing agreement, the Company and AUO licensed to AUOSP, on a non-exclusive, royalty-free basis, certain background intellectual property related to solar cell manufacturing (in the case of the Company), and manufacturing processes (in the case of AUO). Under the seven-year supply agreement with AUOSP, renewable by the Company for one-year periods thereafter, the Company is committed to purchase 80% of AUOSP's total annual output allocated on a monthly basis to the Company. The Company and AUO have the right to reallocate supplies from time to time under a written agreement. In fiscal 2010, the Company and AUOSP entered into an agreement under which the Company will resell to AUOSP polysilicon purchased from a third-party supplier and AUOSP will provide prepayments to the Company related to such polysilicon, which prepayment will then be made by the Company to the third-party supplier.

The Company and AUO are not permitted to transfer any of AUOSP's shares held by them, except to each other. In the joint venture agreement, the Company and AUO agreed to each contribute additional amounts through 2014 amounting to \$241.0 million, or such lesser amount as the parties may mutually agree. In addition, if AUOSP, the Company or AUO requests additional equity financing to AUOSP, then the Company and AUO will each be required to make additional cash contributions of up to \$50.0 million in the aggregate.

The Company has concluded that it is not the primary beneficiary of AUOSP since, although the Company and AUO are both obligated to absorb losses or have the right to receive benefits, the Company alone does not have the power to direct the activities of AUOSP that most significantly impact its economic performance. In making this determination the Company considered the shared power arrangement, including equal board governance for significant decisions, elective appointment, and the fact that both parties contribute to the activities that most significantly impact the joint venture's economic performance. The Company accounts for its investment in AUOSP using the equity method as a result of the shared power arrangement. As of March 30, 2014, the Company's maximum exposure to loss as a result of its involvement with AUOSP is limited to the carrying value of its investment.

**Note 9. DEBT AND CREDIT SOURCES**

The following table summarizes the Company's outstanding debt on its Consolidated Balance Sheets:

(In thousands)	March 30, 2014				December 29, 2013			
	Face Value	Short-term	Long-term	Total	Face Value	Short-term	Long-term	Total
Convertible debt:								
0.75% debentures due 2018	\$ 300,000	\$ —	\$ 300,000	\$ 300,000	\$ 300,000	\$ —	\$ 300,000	\$ 300,000
4.50% debentures due 2015	250,000	230,537	—	230,537	250,000	225,889	—	225,889
4.75% debentures due 2014	230,000	229,964	—	229,964	230,000	230,000	—	230,000
0.75% debentures due 2015	79	—	79	79	79	—	79	79
IFC mortgage loan	55,000	15,000	40,000	55,000	62,500	15,000	47,500	62,500
CEDA loan	30,000	—	30,000	30,000	30,000	—	30,000	30,000
Credit Agricole revolving credit facility	—	—	—	—	—	—	—	—
Other debt <sup>1</sup>	49,284	1,320	47,964	49,284	50,926	41,227	9,699	50,926
	<u>\$ 914,363</u>	<u>\$ 476,821</u>	<u>\$ 418,043</u>	<u>\$ 894,864</u>	<u>\$ 923,505</u>	<u>\$ 512,116</u>	<u>\$ 387,278</u>	<u>\$ 899,394</u>

<sup>1</sup> The balance of Other debt excludes payments related to capital leases which are disclosed in Note 7. "Commitments and Contingencies" to these consolidated financial statements.

As of March 30, 2014 the aggregate future contractual maturities of the Company's outstanding debt, at face value, was as follows:

(In thousands)	2014 (remaining nine months)	2015	2016	2017	2018	Thereafter	Total
Aggregate future maturities of outstanding debt	\$ 238,395	266,166	16,217	16,272	303,852	73,461	\$ 914,363

## Convertible Debt

The following table summarizes the Company's outstanding convertible debt:

(In thousands)	March 30, 2014			December 29, 2013		
	Carrying Value	Face Value	Fair Value <sup>1</sup>	Carrying Value	Face Value	Fair Value <sup>1</sup>
Convertible debt:						
0.75% debentures due 2018	\$ 300,000	\$ 300,000	\$ 417,132	\$ 300,000	\$ 300,000	\$ 367,578
4.50% debentures due 2015	230,537	250,000	372,500	225,889	250,000	343,895
4.75% debentures due 2014	229,964	230,000	275,704	230,000	230,000	269,252
0.75% debentures due 2015	79	79	80	79	79	102
	<u>\$ 760,580</u>	<u>\$ 780,079</u>	<u>\$ 1,065,416</u>	<u>\$ 755,968</u>	<u>\$ 780,079</u>	<u>\$ 980,827</u>

<sup>1</sup> The fair value of the convertible debt was determined using Level 1 inputs based on quarterly market prices as reported by an independent pricing source.

The Company's outstanding convertible debentures are senior, unsecured obligations of the Company, ranking equally with all existing and future senior unsecured indebtedness of the Company.

### 0.75% Debentures Due 2018

In May 2013, the Company issued \$300.0 million in principal amount of its 0.75% debentures due 2018. Interest is payable semi-annually, beginning on December 1, 2013. Holders are able to exercise their right to convert the debentures at any time into shares of the Company's common stock at an initial conversion price approximately equal to \$24.95 per share, subject to adjustment in certain circumstances. The maximum number of shares of the Company's common stock that may be issued through the conversion is 15,633,957, subject to anti-dilution and certain other adjustments. If not earlier repurchased or converted, the 0.75% debentures due 2018 mature on June 1, 2018.

### 4.50% Debentures due 2015

In fiscal 2010, the Company issued \$250.0 million in principal amount of its 4.50% senior cash convertible debentures ("4.50% debentures due 2015"). Interest is payable semi-annually, beginning on September 15, 2010. If not earlier repurchased or converted, the 4.50% debentures due 2015 mature on March 15, 2015. The 4.50% debentures due 2015 are convertible, upon certain events and restrictions, only into cash, and not into shares of the Company's common stock (or any other securities) at an initial conversion price of \$22.53 per share. The conversion price is subject to adjustment in certain events, such as distributions of dividends or stock splits. Upon conversion, the Company will deliver an amount of cash calculated by reference to the price of its common stock over the applicable observation period.

The embedded cash conversion option is a derivative instrument (derivative liability) that is required to be separated from the 4.50% debentures due 2015. The fair value of the derivative liability is classified within "Other long-term liabilities" on the Company's Consolidated Balance Sheets. Changes in the fair value of the derivative liability are reported in the Company's Consolidated Statements of Operations until such transaction settles or expires.

During the three months ended March 30, 2014 and March 31, 2013 the Company recognized a non-cash loss of \$19.1 million and \$11.6 million, respectively, recorded in "Other, net" in the Company's Consolidated Statement of Operations related to the change in fair value of the embedded cash conversion option.

### Call Spread Overlay with Respect to 4.50% Debentures

Concurrent with the issuance of the 4.50% debentures due 2015, the Company entered into privately negotiated convertible debenture hedge transactions (collectively, the "4.50% Bond Hedge") and warrant transactions (collectively, the "4.50% Warrants" and together with the 4.50% Bond Hedge, the "CSO2015"), with certain of the initial purchasers of the 4.50% debentures due 2015 or their affiliates. The CSO2015 transactions represent a call spread overlay with respect to the 4.50% debentures due 2015, whereby the cost of the 4.50% Bond Hedge purchased by the Company to cover the cash outlay upon conversion of the debentures is reduced by the sales prices of the 4.50% Warrants. Assuming full performance by the counterparties (and 4.50% Warrants strike prices in excess of the conversion price of the 4.50% debentures due 2015), the

transactions effectively reduce the Company's potential payout over the principal amount on the 4.50% debentures due 2015 upon conversion of the 4.50% debentures due 2015.

Under the terms of the 4.50% Bond Hedge, the Company bought from affiliates of certain of the initial purchasers options to acquire, at an exercise price of \$22.53 per share, subject to customary adjustments for anti-dilution and other events, cash in an amount equal to the market value of up to 11.1 million shares of the Company's common stock. Under the terms of the 4.50% Warrants the Company sold to affiliates of certain of the initial purchasers of the 4.50% cash convertible debentures warrants to acquire, at an exercise price of \$24.00 per share, up to 11.1 million shares of the Company's common stock. Each 4.50% Bond Hedge and 4.50% Warrant transaction is a separate transaction, entered into by the Company with each counterparty, and is not part of the terms of the 4.50% debentures due 2015.

The 4.50% Bond Hedge, which is indexed to the Company's common stock, is a derivative instrument that requires mark-to-market accounting treatment due to the cash settlement features until such transactions settle or expire. The fair value of the 4.50% Bond Hedge is classified as "Other long-term assets" in the Company's Consolidated Balance Sheets.

During the three months ended March 30, 2014 and March 31, 2013, the Company recognized a non-cash gain of \$19.1 million and \$11.6 million, respectively, in "Other, net" in the Company's Consolidated Statement of Operations related to the change in fair value of the 4.50% Bond Hedge.

#### **4.75% Debentures**

In May 2009, the Company issued \$230.0 million in principal amount of its 4.75% senior convertible debentures ("4.75% debentures due 2014"). Interest on the 4.75% debentures due 2014 is payable semi-annually, beginning October 15, 2009. Holders of the 4.75% debentures due 2014 are able to exercise their right to convert the debentures at any time into shares of the Company's common stock at a conversion price equal to \$26.40 per share, subject to adjustment upon certain events.

#### ***Call Spread Overlay with Respect to the 4.75% Debentures***

Concurrently with the issuance of the 4.75% debentures due 2014, the Company entered into certain convertible debenture hedge transactions (the "4.75% Bond Hedge") and warrant transactions (the "4.75% Warrants") with affiliates of certain of the underwriters of the 4.75% debentures (together, the "CSO2014"), whereby the cost of the 4.75% Bond Hedges purchased by the Company to cover the potential share outlays upon conversion of the debentures is reduced by the sales prices of the 4.75% Warrants. The CSO2014 are not subject to mark-to-market accounting treatment since they may only be settled by issuance of the Company's common stock.

The 4.75% Bond Hedge allows the Company to purchase up to 8.7 million shares of the Company's common stock, on a net share basis. Each 4.75% Bond Hedge and 4.75% Warrant is a separate transaction, entered into by the Company with each counterparty, and is not part of the terms of the 4.75% debentures due 2014. The exercise prices of the 4.75% Bond Hedge are \$26.40 per share of the Company's common stock, subject to customary adjustment for anti-dilution and other events. In February 2014, the parties agreed to unwind the 4.75% Bond Hedge in full for a total cash settlement of \$68.8 million, calculated by reference to the weighted price of the Company's common stock on the settlement day, received by the Company.

Under the 4.75% Warrants, the Company sold warrants to acquire up to 8.7 million shares of the Company's common stock at an exercise price of \$26.40 per share of the Company's common stock, subject to adjustment for certain anti-dilution and other events. The 4.75% Warrants expire in 2014. In February 2014, the parties agreed to unwind the 4.75% Warrants in full for a total cash settlement of \$81.1 million, calculated by reference to the weighted price of the Company's common stock on the settlement date, paid by the Company.

#### **Other Debt and Credit Sources**

##### ***Mortgage Loan Agreement with IFC***

In May 2010, the Company entered into a mortgage loan agreement with IFC. Under the loan agreement, the Company may borrow up to \$75.0 million during the first two years, and shall repay the amount borrowed, starting 2 years after the date of borrowing, in 10 equal semi-annual installments. The Company is required to pay interest of LIBOR plus 3% per annum on outstanding borrowings; a front-end fee of 1% on the principal amount of borrowings at the time of borrowing; and a commitment fee of 0.5% per annum on funds available for borrowing and not borrowed. The Company may prepay all or a part of the outstanding principal, subject to a 1% prepayment premium. The Company has pledged certain assets as collateral

supporting its repayment obligations (see Note 3). As of both March 30, 2014 and December 29, 2013, the Company had restricted cash and cash equivalents of \$9.2 million related to the IFC debt service reserve which contains the amount, as determined by IFC, equal to the aggregate principal and interest due on the next succeeding interest payment date.

#### ***Loan Agreement with California Enterprise Development Authority ("CEDA")***

In fiscal 2010, the Company borrowed the proceeds of the \$30.0 million aggregate principal amount of CEDA's tax-exempt Recovery Zone Facility Revenue Bonds (SunPower Corporation - Headquarters Project) Series 2010 (the "Bonds") maturing April 1, 2031 under a loan agreement with CEDA. The Bonds mature on April 1, 2031, bear interest at a fixed rate of 8.50% through maturity, and include customary covenants of, and other restrictions on the Company.

#### ***July 2013 Revolving Credit Facility with Credit Agricole***

In July 2013, the Company entered into a revolving credit facility with Credit Agricole, as administrative agent, and certain financial institutions, under which the Company may borrow up to \$250.0 million until the earliest of: (i) July 3, 2016, or (ii) December 31, 2014, if the Company has not repaid, exchanged or repurchased its outstanding 4.50% debentures due 2015 by September 30, 2014 and is not in compliance with certain liquidity requirements as of such date (the earliest of the above events, the "Maturity Date"). Amounts borrowed may be repaid and reborrowed until the Maturity Date. The Company may request increases to the available capacity of the July 2013 revolving credit facility to an aggregate of \$300.0 million, subject to the satisfaction of certain conditions. The July 2013 revolving credit facility includes representations, covenants, and events of default customary for financing transactions of this type.

The July 2013 revolving credit facility was entered into in conjunction with the delivery by Total S.A. of a guarantee of the Company's obligations under the related facility. On January 31, 2014, as contemplated by the facility, (i) the Company's obligations under the facility became secured by a pledge of certain accounts receivable and inventory; (ii) certain of the Company's subsidiaries entered into guarantees of the facility; and (iii) Total S.A.'s guarantee of the Company's obligations under the facility expired. Until the expiration of the guarantee on January 31, 2014, the Company was required to pay Total S.A. an annual guarantee fee of 2.75% of the outstanding amount under the July 2013 revolving credit facility.

Before January 31, 2014, the Company was required to pay interest on outstanding borrowings and fees of (a) with respect to any LIBOR rate loan, 0.60% plus the LIBOR rate divided by a percentage equal to one minus the stated maximum rate of all reserves required to be maintained against "Eurocurrency liabilities" as specified in Regulation D; (b) with respect to any alternative base rate loan, 0.25% plus the greater of (1) the prime rate, (2) the Federal funds rate plus 0.50%, and (3) the one month LIBOR rate plus 1%; and (c) a commitment fee of 0.06% per annum on funds available for borrowing and not borrowed.

After January 31, 2014, the Company is required to pay interest on outstanding borrowings and fees of (a) with respect to any LIBOR rate loan, an amount ranging from 1.50% to 2.00% (depending on the Company's leverage ratio from time to time) plus the LIBOR rate divided by a percentage equal to one minus the stated maximum rate of all reserves required to be maintained against "Eurocurrency liabilities" as specified in Regulation D; (b) with respect to any alternate base rate loan, an amount ranging from 0.50% to 1.00% (depending on the Company's leverage ratio from time to time) plus the greater of (1) the prime rate, (2) the Federal Funds rate plus 0.50%, and (3) the one-month LIBOR rate plus 1%; and (c) a commitment fee ranging from 0.25% to 0.35% (depending on the Company's leverage ratio from time to time) per annum on funds available for borrowing and not borrowed.

As of March 30, 2014 and December 29, 2013, the Company had no outstanding borrowing under the July 2013 revolving credit facility.

#### ***Liquidity Support Agreement with Total S.A.***

In February 2012, the Company entered into a Liquidity Support Agreement with Total S.A. and the DOE, and a series of related agreements with Total S.A. and Total, under which Total S.A. has agreed to provide the Company, or cause to be provided, additional liquidity under certain circumstances. The Liquidity Support Agreement was terminated in the first quarter of fiscal 2014. There were no outstanding guarantees or debt under the agreement upon termination (see Note 2).

## **Project Financing**

In order to facilitate the construction and sale of certain solar projects, the Company obtains non-recourse project loans from third-party financial institutions and are contemplated as part of the structure of the sales transaction. The customer, which is not a related party to either the financial institution or the Company, in certain circumstances is permitted to assume the loans at the time that the project entity is sold to the customer. During fiscal 2013, the Company entered into a project loan with a consortium of lenders to facilitate the development of a 10 MW utility and power plant projects under construction in Israel. During the first quarter of fiscal 2014, the Company sold the Israeli project. The related loan, amounting to ILS 141.8 million (approximately \$40.7 million based on the exchange rate at the time of sale), and accrued and unpaid interest was assumed by the customer. In instances where the debt is issued as a form of pre-established customer financing, subsequent debt assumption is reflected as a financing outflow and operating inflow for purposes of the statement of cash flows to reflect the substance of the assumption as a facilitation of customer financing from a third-party.

## **Other Debt**

During the first quarter of fiscal 2014, the Company entered into a long-term non-recourse loan to finance solar power systems and leases under its residential lease program. During the quarter, the Company drew down \$39.1 million of proceeds, net of issuance costs, under the loan agreement.

During fiscal 2013, the Company entered into a long-term non-recourse loan agreement with a third-party financial institution to finance a 5.4 MW utility and power plant operating in Arizona. The outstanding balance of the loan as of March 30, 2014 was \$9.0 million.

Other debt is further comprised of non-recourse project loans in EMEA which are scheduled to mature through 2028.

## **August 2011 Letter of Credit Facility with Deutsche Bank**

In August 2011, the Company entered into a letter of credit facility agreement with Deutsche Bank, as administrative agent, and certain financial institutions. Payment of obligations under the letter of credit facility is guaranteed by Total S.A. pursuant to the Credit Support Agreement (see Note 2). The letter of credit facility provides for the issuance, upon request by the Company, of letters of credit by the issuing banks thereunder in order to support certain obligations of the Company, in an aggregate amount not to exceed (i) \$771.0 million for the period from January 1, 2013 through December 31, 2013, and (ii) \$878.0 million for the period from January 1, 2014 through December 31, 2014. Aggregate letter of credit amounts may be increased upon the agreement of the parties but, otherwise, may not exceed (i) \$936.0 million for the period from January 1, 2015 through December 31, 2015, and (ii) \$1.0 billion for the period from January 1, 2016 through June 28, 2016.

As of March 30, 2014 and December 29, 2013, letters of credit issued under the August 2011 letter of credit facility with Deutsche Bank totaled \$755.9 million and \$736.0 million, respectively.

## **September 2011 Letter of Credit Facility with Deutsche Bank Trust**

In September 2011, the Company entered into a letter of credit facility with Deutsche Bank Trust which provides for the issuance, upon request by the Company, of letters of credit to support obligations of the Company in an aggregate amount not to exceed \$200.0 million. Each letter of credit issued under the facility is fully cash-collateralized and the Company has entered into a security agreement with Deutsche Bank Trust, granting them a security interest in a cash collateral account established for this purpose.

As of March 30, 2014 and December 29, 2013, letters of credit issued under the Deutsche Bank Trust facility amounted to \$2.3 million and \$2.4 million, respectively, which were fully collateralized with restricted cash on the Consolidated Balance Sheets.

## **Note 10. FOREIGN CURRENCY DERIVATIVES**

The Company has non-U.S. subsidiaries that operate and sell the Company's products in various global markets, primarily in Europe. As a result, the Company is exposed to risks associated with changes in foreign currency exchange rates. It is the Company's policy to use various techniques, including entering into foreign currency derivative instruments, to manage the exposures associated with forecasted revenues, purchases of foreign sourced equipment and non-U.S. dollar denominated

monetary assets and liabilities. The Company does not enter into foreign currency derivative financial instruments for speculative or trading purposes.

The Company is required to recognize derivative instruments as either assets or liabilities at fair value in its Balance Sheets. The Company utilizes the income approach and mid-market pricing to calculate the fair value of its option and forward contracts based on market volatilities, spot and forward rates, interest rates, and credit default swaps rates from published sources. It is the Company's policy to present all derivative fair value amounts gross on its Consolidated Balance Sheets regardless of legal right of offset. The following tables present information about the Company's hedge instruments measured at fair value on a recurring basis as of March 30, 2014 and December 29, 2013, all of which utilize Level 2 inputs under the fair value hierarchy:

(In thousands)	Balance Sheet Classification	March 30, 2014	December 29, 2013
<b>Assets</b>			
Derivatives designated as hedging instruments:			
Foreign currency option contracts	Prepaid expenses and other current assets	\$ 435	\$ 615
Foreign currency forward exchange contracts	Prepaid expenses and other current assets	—	35
Foreign currency option contracts	Other long-term assets	237	588
		<u>\$ 672</u>	<u>\$ 1,238</u>
Derivatives not designated as hedging instruments:			
Foreign currency option contracts	Prepaid expenses and other current assets	\$ 127	\$ 381
Foreign currency forward exchange contracts	Prepaid expenses and other current assets	1,115	3,611
		<u>\$ 1,242</u>	<u>\$ 3,992</u>
<b>Liabilities</b>			
Derivatives designated as hedging instruments:			
Foreign currency option contracts	Accrued liabilities	\$ 746	\$ 1,595
Foreign currency forward exchange contracts	Accrued liabilities	93	—
Foreign currency option contracts	Other long-term liabilities	191	555
		<u>\$ 1,030</u>	<u>\$ 2,150</u>
Derivatives not designated as hedging instruments:			
Foreign currency option contracts	Accrued liabilities	\$ 127	\$ 386
Foreign currency forward exchange contracts	Accrued liabilities	734	4,189
		<u>\$ 861</u>	<u>\$ 4,575</u>

March 30, 2014

(In thousands)	Gross Amounts Recognized	Gross Amounts Offset	Net Amounts Presented	Gross Amounts Not Offset in the Consolidated Balance Sheets, but Have Rights to Offset		
				Financial Instruments	Cash Collateral	Net Amounts
Derivative assets	\$ 1,914	\$ —	\$ 1,914	\$ 1,523	\$ —	\$ 391
Derivative liabilities	\$ 1,891	\$ —	\$ 1,891	\$ 1,523	\$ —	\$ 368

December 29, 2013

(In thousands)	Gross Amounts Recognized	Gross Amounts Offset	Net Amounts Presented	Gross Amounts Not Offset in the Consolidated Balance Sheets, but Have Rights to Offset		
				Financial Instruments	Cash Collateral	Net Amounts
Derivative assets	\$ 5,230	\$ —	\$ 5,230	\$ 4,512	\$ —	\$ 718
Derivative liabilities	\$ 6,725	\$ —	\$ 6,725	\$ 4,512	\$ —	\$ 2,213

Valuations are based on quoted prices in markets that are not active or for which all significant inputs are observable, directly or indirectly. The selection of a particular technique to value an over-the-counter ("OTC") foreign currency derivative depends upon the contractual term of, and specific risks inherent with, the instrument as well as the availability of pricing information in the market. The Company generally uses similar techniques to value similar instruments. Valuation techniques utilize a variety of inputs, including contractual terms, market prices, yield curves, credit curves and measures of volatility. For OTC foreign currency derivatives that trade in liquid markets, such as generic forward and option contracts, inputs can generally be verified and selections do not involve significant management judgment.

The following table summarizes the pre-tax amount of unrealized gain or loss recognized in "Accumulated other comprehensive income" ("OCI") in "Stockholders' equity" in the Consolidated Balance Sheets:

(In thousands)	Three Months Ended	
	March 30, 2014	March 31, 2013
Derivatives designated as cash flow hedges:		
Gain (loss) in OCI at the beginning of the period	\$ (805)	\$ (243)
Unrealized gain (loss) recognized in OCI (effective portion)	(3)	2,448
Less: Loss reclassified from OCI to revenue (effective portion)	388	387
Net gain on derivatives	\$ 385	\$ 2,835
Gain (loss) in OCI at the end of the period	\$ (420)	\$ 2,592

The following table summarizes the amount of gain or loss recognized in "Other, net" in the Consolidated Statements of Operations in the three months ended March 30, 2014 and March 31, 2013:

(In thousands)	Three Months Ended	
	March 30, 2014	March 31, 2013
Derivatives designated as cash flow hedges:		
Gain (loss) recognized in "Other, net" on derivatives (ineffective portion and amount excluded from effectiveness testing)	\$ 480	\$ (789)
Derivatives not designated as hedging instruments:		
Gain recognized in "Other, net"	\$ 1,430	\$ 166

## **Foreign Currency Exchange Risk**

### ***Designated Derivatives Hedging Cash Flow Exposure***

The Company's cash flow exposure primarily relates to anticipated third party foreign currency revenues and expenses. To protect financial performance, the Company enters into foreign currency forward and option contracts designated as cash flow hedges to hedge certain forecasted revenue transactions denominated in currencies other than their functional currencies.

As of March 30, 2014, the Company had designated outstanding cash flow hedge option contracts and forward contracts with an aggregate notional value of \$92.9 million and \$27.4 million, respectively. As of December 29, 2013, the Company had designated outstanding cash flow hedge option contracts and forward contracts with an aggregate notional value of \$105.9 million and \$42.8 million, respectively. The Company designates either gross external or intercompany revenue up to its net economic exposure. These derivatives have a maturity of 15 months or less and consist of foreign currency option and forward contracts. The effective portion of these cash flow hedges are reclassified into revenue when third-party revenue is recognized in the Consolidated Statements of Operations.

The Company expects to reclassify substantially all of its net gains or losses related to these option and forward contracts that are included in accumulated other comprehensive loss as of March 30, 2014 to revenue in the next 12 months. The Company uses the spot to spot method to measure the effectiveness of its cash flow hedges. Under this method for each reporting period, the change in fair value of the forward contracts attributable to the changes in spot exchange rates (the effective portion) is reported in accumulated other comprehensive income (loss) on its consolidated balance sheet and the remaining change in fair value of the forward contract (the excluded and the ineffective portions, if any) is recognized in other income (expense), net, in its Consolidated Statement of Operations. The premium paid or time value of an option on the date of purchase is recorded as an asset in the Consolidated Balance Sheets. Thereafter, any change in value related to time value is included in "Other, net" in the Consolidated Statements of Operations.

Under cash flow hedge accounting rules for foreign currency derivatives, the Company reflects the effective gains and losses on its hedged transactions in accumulated other comprehensive income (loss) and will subsequently reclassify amounts into earnings when the hedged transactions occur. If the Company determines that the anticipated hedged transactions are probable not to occur, the corresponding amounts in OCI would be reclassified into its Consolidated Statement of Operations. During the three months ended March 30, 2014, the Company determined that all its anticipated hedged transactions were probable to occur.

### ***Non-Designated Derivatives Hedging Transaction Exposure***

Derivatives not designated as hedging instruments consist of forward and option contracts used to hedge re-measurement of foreign currency denominated monetary assets and liabilities primarily for intercompany transactions, receivables from customers, and payables to third parties. Changes in exchange rates between the Company's subsidiaries' functional currencies and the currencies in which these assets and liabilities are denominated can create fluctuations in the Company's reported consolidated financial position, results of operations and cash flows. The Company enters into forward contracts, which are originally designated as cash flow hedges, and de-designates them upon recognition of the anticipated transaction to protect resulting non-functional currency monetary assets. These forward contracts as well as additional forward contracts are entered into to hedge foreign currency denominated monetary assets and liabilities against the short-term effects of currency exchange rate fluctuations. The Company records its derivative contracts that are not designated as hedging instruments at fair value with the related gains or losses recorded in "Other, net" in the Consolidated Statements of Operations. The gains or losses on these contracts are substantially offset by transaction gains or losses on the underlying balances being hedged. As of March 30, 2014, the Company held option contracts and forward contracts with an aggregate notional value of \$13.0 million and \$6.0 million, respectively, to hedge balance sheet exposure. The maturity dates of these contracts range from April 2014 to September 2014. The company held option contracts and forward contracts with an aggregate notional value of \$9.4 million and \$32.1 million, respectively, as of December 29, 2013, to hedge balance sheet exposure.

## **Credit Risk**

The Company's option and forward contracts do not contain any credit-risk-related contingent features. The Company is exposed to credit losses in the event of nonperformance by the counterparties of its option and forward contracts. The Company enters into derivative contracts with high-quality financial institutions and limits the amount of credit exposure to any single counterparty. In addition, the derivative contracts are limited to a time period of 15 months or less and the Company continuously evaluates the credit standing of its counterparties.

**Note 11. INCOME TAXES**

In the three months ended March 30, 2014, the Company's income tax provision of \$13.6 million on an income before income taxes and equity in earnings of unconsolidated investees of \$54.9 million was primarily due to projected tax expense in profitable jurisdictions, as well as minimum taxes. In the three months ended March 31, 2013, the Company's income tax provision was \$3.0 million on a loss before income taxes and equity in losses of unconsolidated investees of \$58.6 million was primarily due to projected tax expense in profitable foreign jurisdictions, as well as minimum taxes.

**Note 12. NET INCOME (LOSS) PER SHARE**

The Company calculates net income (loss) per share by dividing earnings allocated to common stockholders by the weighted average number of common shares outstanding for the period.

Diluted weighted average shares is computed using basic weighted average shares plus any potentially dilutive securities outstanding during the period using the treasury-stock-type method and the if-converted method, except when their effect is anti-dilutive. Potentially dilutive securities include stock options, restricted stock units, the Upfront Warrants held by Total, warrants associated with the CSO2015 and CSO2014, and senior convertible debentures.

The following table presents the calculation of basic and diluted net income (loss) per share:

(In thousands, except per share amounts)	Three Months Ended	
	March 30, 2014	March 31, 2013
<b>Basic net income (loss) per share:</b>		
<b>Numerator</b>		
Net income (loss) attributable to stockholders	\$ 65,044	\$ (54,696)
<b>Denominator</b>		
Basic weighted-average common shares	122,196	119,553
Basic net income (loss) per share	\$ 0.53	\$ (0.46)
<b>Diluted net income (loss) per share:</b>		
<b>Numerator</b>		
Net income (loss) attributable to stockholders	\$ 65,044	\$ (54,696)
Add: Interest expense incurred on the 0.75% debentures due 2018, net of tax	450	—
Add: Interest expense incurred on the 4.75% debentures due 2014, net of tax	2,185	—
Net income (loss) available to common stockholders	\$ 67,679	\$ (54,696)
<b>Denominator</b>		
Basic weighted-average common shares	122,196	119,553
Effect of dilutive securities:		
Stock options	108	—
Restricted stock units	6,202	—
Upfront Warrants (held by Total)	7,227	—
Warrants (under the CSO2015)	2,915	—
Warrants (under the CSO2014)	1,048	—
0.75% debentures due 2018	12,026	—
4.75% debentures due 2014	8,712	—
Dilutive weighted-average common shares	160,434	119,553
Dilutive net income (loss) per share	\$ 0.42	\$ (0.46)

The Upfront Warrants allow Total to acquire up to 9,531,677 shares of the Company's common stock at an exercise price of \$7.8685. Holders of the Warrants under the CSO2015 and CSO2014, may acquire up to 11.1 million and 8.7 million shares, respectively, of the Company's common stock at an exercise price of \$24.00 and \$26.40, respectively. If the market price per share of the Company's common stock for the period exceeds the established strike price of the respective warrants, they will have a dilutive effect on its diluted net income per share using the treasury-stock-type method. In February 2014, the CSO2014 was settled and the related Warrants were subsequently no longer outstanding (see Note 9).

Holders of the Company's 0.75% debentures due 2018 and the 4.75% debentures due 2014 may convert the debentures into shares of the Company's common stock, at the applicable conversion rate, at any time on or prior to maturity. These debentures are included in the calculation of diluted net income per share if their inclusion is dilutive under the if-converted method.

Holders of the Company's 4.50% debentures due 2015 may, under certain circumstances at their option, convert the debentures into cash, and not into shares of the Company's common stock (or any other securities). Therefore, the 4.50% debentures due 2015 are excluded from the net income per share calculation.

The following is a summary of outstanding anti-dilutive potential common stock which was excluded from income (loss) per diluted share in the following periods:

(In thousands)	Three Months Ended	
	March 30, 2014	March 31, 2013 <sup>1</sup>
Stock options	159	313
Restricted stock units	464	5,687
Upfront Warrants (held by Total)	—	9,532
Warrants (under the CSO2015)	—	*
Warrants (under the CSO2014)	—	*
0.75% debentures due 2018	—	n/a
4.75% debentures due 2014	—	8,712

<sup>1</sup> As a result of the net loss per share for the three months ended March 31, 2013, the inclusion of all potentially dilutive stock options, restricted stock units, and common shares under noted warrants and convertible debt would be anti-dilutive. Therefore, those stock options, restricted stock units and shares were excluded from the computation of the weighted-average shares for diluted net loss per share for such period.

\* The Company's average stock price during the period did not exceed the exercise price of the related warrants during the period.

### Note 13. STOCK-BASED COMPENSATION

The following table summarizes the consolidated stock-based compensation expense by line item in the Consolidated Statements of Operations:

(In thousands)	Three Months Ended	
	March 30, 2014	March 31, 2013
Cost of Americas revenue	\$ 2,071	\$ 778
Cost of EMEA revenue	655	441
Cost of APAC revenue	830	491
Research and development	1,797	1,122
Sales, general and administrative	9,514	5,684
Total stock-based compensation expense	\$ 14,867	\$ 8,516

The following table summarizes the consolidated stock-based compensation expense by type of awards:

(In thousands)	Three Months Ended	
	March 30, 2014	March 31, 2013
Restricted stock units	\$ 14,876	\$ 8,811
Change in stock-based compensation capitalized in inventory	(9)	(295)
Total stock-based compensation expense	\$ 14,867	\$ 8,516

#### Note 14. SEGMENT INFORMATION

The Company's President and Chief Executive Officer, as the CODM, has organized the Company, manages resource allocations and measures performance of the Company's activities among three regional segments: (i) the Americas Segment, (ii) the EMEA Segment, and (iii) the APAC Segment. The Americas Segment includes both North and South America. The EMEA Segment includes European countries, as well as the Middle East and Africa. The APAC segment includes all Asia-Pacific countries.

The CODM assesses the performance of the three regional segments using information about their revenue and gross margin after certain adjustments to reflect the substance of the revenue transactions for certain utility and power plant projects, and adding back certain non-cash expenses such as stock-based compensation expense and interest expense, as well as other items including gain on contract termination, loss on change in European government incentives, accelerated depreciation associated with the Company's manufacturing step reduction program, and amortization of other intangible assets. The CODM does not review asset information by segment.

The following tables present information by segment, including revenue, cost of revenue, gross margin, and depreciation.

(In thousands):	Three Months Ended	
	March 30, 2014	March 31, 2013
Revenue		
Americas	\$ 471,023	\$ 484,122
EMEA	126,258	68,652
APAC	95,141	82,659
Total Revenue	692,422	635,433
Cost of revenue		
Americas	350,313	416,081
EMEA	99,441	91,494
APAC	79,679	68,545
Total cost of revenue	529,433	576,120
Gross margin	\$ 162,989	\$ 59,313

Revenue by Significant Category (in thousands):	Three Months Ended	
	March 30, 2014	March 31, 2013
Solar power products <sup>1</sup>	\$ 238,578	\$ 185,880
Solar power systems <sup>2</sup>	403,755	404,915
Residential leases <sup>3</sup>	38,732	35,250
Other revenue <sup>4</sup>	11,357	9,388
	<u>\$ 692,422</u>	<u>\$ 635,433</u>

<sup>1</sup> Solar power products represents direct sales of panels, balance of system components, and inverters to dealers, systems integrators, and residential, commercial, and utility customers in all regions.

<sup>2</sup> Solar power systems represents revenue recognized in connection with our construction and development contracts.

<sup>3</sup> Residential leases represents revenue recognized on solar power systems leased to customers under our solar lease program.

<sup>4</sup> Other revenue includes revenue related to our solar power services and solutions, such as post-installation systems monitoring and maintenance and commercial power purchase agreements.

Depreciation by region (in thousands):	Three Months Ended	
	March 30, 2014	March 31, 2013
Americas	\$ 15,074	\$ 9,815
EMEA	\$ 4,479	\$ 5,833
APAC	\$ 5,818	\$ 7,972

(As a percentage of total revenue):	Three Months Ended	
	March 30, 2014	March 31, 2013
<b>Significant Customers:</b>	<b>Business Segment</b>	
MidAmerican Energy Holdings Company	Americas	42%
NRG Solar, Inc.	Americas	*

\* denotes less than 10% during the period

Revenue by region (in thousands):	Three Months Ended					
	March 30, 2014			March 31, 2013		
	AMERICAS	EMEA	APAC	AMERICAS	EMEA	APAC
As reviewed by CODM	\$ 462,314	\$ 126,258	\$ 95,141	\$ 423,321	\$ 68,652	\$ 82,659
Utility and power plant projects	8,709	—	—	60,801	—	—
GAAP	<u>\$ 471,023</u>	<u>\$ 126,258</u>	<u>\$ 95,141</u>	<u>\$ 484,122</u>	<u>\$ 68,652</u>	<u>\$ 82,659</u>

Cost of revenue by region (in thousands):	Three Months Ended					
	March 30, 2014			March 31, 2013		
	AMERICAS	EMEA	APAC	AMERICAS	EMEA	APAC
As reviewed by CODM	\$ 355,720	\$ 98,662	\$ 78,694	\$ 285,785	\$ 90,738	\$ 67,617
Utility and power plant projects	(7,899)	—	—	128,939	—	—
Stock-based compensation expense	2,071	655	830	778	441	491
Non-cash interest expense	421	124	155	220	129	179
Other	—	—	—	359	186	258
<b>GAAP</b>	<b>\$ 350,313</b>	<b>\$ 99,441</b>	<b>\$ 79,679</b>	<b>\$ 416,081</b>	<b>\$ 91,494</b>	<b>\$ 68,545</b>

Gross margin by region (in thousands):	Three Months Ended					
	March 30, 2014			March 31, 2013		
	AMERICAS	EMEA	APAC	AMERICAS	EMEA	APAC
As reviewed by CODM	23%	22%	17%	32%	(32)%	18%
<b>GAAP</b>	<b>26%</b>	<b>21%</b>	<b>16%</b>	<b>14%</b>	<b>(33)%</b>	<b>17%</b>

#### Note 15. SUBSEQUENT EVENTS

Prior to maturity on April 15, 2014, certain holders exercised their rights to convert their 4.75% debentures into shares of the Company's common stock. On April 15, 2014, the remaining 4.75% debentures matured in accordance to their terms and subsequently no 4.75% debentures remained outstanding. The Company issued approximately 7.1 million shares of its common stock to holders which exercised conversion rights. Upon maturity of the remaining 4.75% debentures, the Company paid holders an aggregate of \$41.7 million in cash in connection with the settlement of the remaining 4.75% debentures.

## ITEM 2: MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### Cautionary Statement Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that do not represent historical facts and the assumptions underlying such statements. We use words such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "plan," "predict," "potential," "will," "would," "should," and similar expressions to identify forward-looking statements. Forward-looking statements in this Quarterly Report on Form 10-Q include, but are not limited to, our plans and expectations regarding future financial results, expected operating results, business strategies, projected costs and cost reduction, products, our ability to monetize utility projects, competitive positions, management's plans and objectives for future operations, the sufficiency of our cash and our liquidity, our ability to obtain financing, our ability to comply with debt covenants or cure any defaults, trends in average selling prices, the success of our joint ventures and acquisitions, expected capital expenditures, warranty matters, outcomes of litigation, our exposure to foreign exchange, interest and credit risk, general business and economic conditions in our markets, industry trends, the impact of changes in government incentives, expected restructuring charges, and the likelihood of any impairment of project assets and long-lived assets. These forward-looking statements are based on information available to us as of the date of this Quarterly Report on Form 10-Q and current expectations, forecasts and assumptions and involve a number of risks and uncertainties that could cause actual results to differ materially from those anticipated by these forward-looking statements. Such risks and uncertainties include a variety of factors, some of which are beyond our control. Please see "Part II. Item 1A: Risk Factors" herein and our other filings with the Securities and Exchange Commission ("SEC"), including our Annual Report on Form 10-K for the year ended December 29, 2013, for additional information on risks and uncertainties that could cause actual results to differ. These forward-looking statements should not be relied upon as representing our views as of any subsequent date, and we are under no obligation to, and expressly disclaim any responsibility to, update or alter our forward-looking statements, whether as a result of new information, future events or otherwise.

The following information should be read in conjunction with the Consolidated Financial Statements and the accompanying Notes to Consolidated Financial Statements included in this Quarterly Report on Form 10-Q. Our fiscal year ends on the Sunday closest to the end of the applicable calendar year. All references to fiscal periods apply to our fiscal quarter or year, which end on the Sunday closest to the calendar month end.

### Overview

SunPower is a leading global energy services company dedicated to changing the way the world is powered. We believe SunPower's breakthrough technology is unmatched in long-term reliability, efficiency and guaranteed performance. Through design, manufacturing, installation and ongoing maintenance and monitoring, SunPower provides its proprietary, high-performance solar technology to residential, commercial and utility customers worldwide. With demonstrated conversion efficiencies exceeding 24%, we believe our Maxeon solar cells perform better, are tested more extensively and improved continuously to deliver maximum return on investment when compared with our competitors. We believe that there are several factors that set us apart when compared with various competitors:

- A go-to-market platform that is broad and deep, reflecting our long-standing experience in rooftop and ground mount channels, including turn-key systems:
  - Cutting-edge systems designed to meet customer needs and reduce cost, including non-penetrating, fast roof installation technologies;
  - Expanded reach enhanced by Total S.A.'s long-standing presence in many countries where significant solar installation goals are being established; and
  - End-to-end solutions management capabilities, including operations and maintenance of some of the world's largest solar power systems.
- A technological advantage, which includes being the leading solar company manufacturing back-contact, back-junction cells enabling our panels to produce more electricity, last longer and resist degradation more effectively:
  - Superior performance, including the ability to generate up to 50% more power per unit area than conventional solar cells;

- Superior aesthetics, with our uniformly black surface design that eliminates highly visible reflective grid lines and metal interconnection ribbons;
  - Superior reliability, as confirmed by multiple independent reports and internal reliability data;
  - Superior energy production per rated watt of power, as confirmed by multiple independent reports;
  - The ability to transport more KW per pound using less packaging, resulting in lower distribution costs and environmental waste; and
  - More efficient use of silicon, a key raw material used in the manufacture of solar cells;
- Costs that are decreasing faster and more steadily in comparison to many other solar companies as a result of an aggressive, but we believe achievable, cost reduction plan as well as value that benefits all customers:
- We offer a significantly lower area-related cost structure for our customers because our solar panels require a substantially smaller roof or land area than conventional solar technology and half or less of the roof or land area of many commercial solar thin film technologies;
  - Our leasing program offers customers high efficiency solar products for no money down at competitive energy rates; and
  - Our solar power systems are designed to generate electricity over a system life typically exceeding 25 years.

### *Segments Overview*

We manage resource allocations and measure performance among three regional segments: (i) the Americas Segment, (ii) the EMEA Segment, and (iii) the APAC Segment. The Americas Segment includes both North and South America. The EMEA Segment includes European countries, as well as the Middle East and Africa. The APAC Segment includes all Asia-Pacific countries.

### *Unit of Power*

When referring to our solar power systems, our facilities' manufacturing capacity, and total sales, the unit of electricity in watts for kilowatts ("KW"), megawatts ("MW"), and gigawatts ("GW") is direct current ("dc").

### *Levelized Cost of Energy ("LCOE")*

LCOE is a measure used to evaluate the life-cycle energy cost and life-cycle energy production of an energy producing system. It allows alternative technologies to be compared when different scales of operation, investment, or operating time periods exist. The LCOE equation captures capital costs and ongoing system-related costs, along with the amount of electricity produced, and converts them into a common metric. Key drivers for LCOE reduction for photovoltaic products include panel efficiency, capacity factors, reliable system performance, and the life of the system.

### *Customer Cost of Electricity ("CCOE")*

Our customers are focused on reducing their overall cost of energy by intelligently integrating solar and other distributed generation, energy efficiency, energy management, and energy storage systems with their existing utility-provided energy. CCOE is a measure used to evaluate a customer's overall cost of energy, taking into account the cost impact of each individual generation source (including the utility), energy storage systems, and energy management systems. The CCOE metric allows a customer to compare different portfolios of generation sources, energy storage, and energy management, and to tailor towards optimization. The CCOE equation includes capital costs and ongoing operating costs, along with the amount of electricity produced, stored, saved, or re-sold, and converts all of these variables into a common metric.

### *Seasonal Trends*

Our business is subject to industry-specific seasonal fluctuations including changes in weather patterns and economic incentives, among others. Sales have historically reflected these seasonal trends with the largest percentage of total revenues

realized during the last two calendar quarters of a fiscal year. The construction of solar power systems or installation of solar power products and related revenue may decline during cold winter months. In the United States, many customers make purchasing decisions towards the end of the year in order to take advantage of tax credits or for other budgetary reasons.

*Fiscal Years*

We have a 52-to-53-week fiscal year that ends on the Sunday closest to December 31. Accordingly, every fifth or sixth year will be a 53-week fiscal year. Both fiscal years 2014 and 2013 are 52-week fiscal years. The first quarter of fiscal 2014 ended on March 30, 2014, while the first quarter of fiscal 2013 ended on March 31, 2013. Both the first quarter of fiscal 2014 and 2013 were 13-week quarters. Fiscal 2014 will end on December 28, 2014.

**Outlook**

While remaining focused on our U.S. market, we plan to continue to expand our business in growing and sustainable markets, including South America, the Middle East, Africa and China. In fiscal 2013, we closed a joint venture agreement with partners in China to manufacture our C-7 Tracker systems for the Chinese market. We plan to expand our solar cell manufacturing capacity through the construction of a facility in the Philippines with a planned annual capacity of 350 MW once fully operational in fiscal 2015.

SunPower continues to improve our unique, differentiated solar cell and panel technology. In fiscal 2013 we commercially launched our SunPower X-Series Solar Panels, a new residential product line with demonstrated average panel efficiencies exceeding 21.5%. We are focused on reducing the cost of our solar panels and systems and are working with our suppliers and partners along all steps of the value chain to reduce costs by improving manufacturing technologies and expanding economies of scale. We continue to emphasize improvement of our solar cell efficiency and LCOE performance through enhancement of our existing products, development of new products and reduction of manufacturing cost and complexity in conjunction with our overall cost-control strategies. By 2015, we expect to reach production panel efficiencies of 23% using a simplified, lower cost manufacturing process. We further see significant and increasing opportunity in technologies and capabilities adjacent to our core product offerings, including the integration of energy storage and energy management functionality into our systems.

*Projects Sold / Under Contract*

The table below presents significant construction and development projects sold or under contract as of March 30, 2014:

<b>Project</b>	<b>Location</b>	<b>Size (MW)</b>	<b>Third Party Owner / Purchaser</b>	<b>Power Purchase Agreement(s)</b>	<b>Expected Completion of Revenue Recognition</b>
Solar Star Projects	California	748	MidAmerican Energy Holdings Company	Southern California Edison	2015
Project Salvador <sup>1</sup>	Chile	70	Total S.A., Etrion Corporation, Solventus Energias Renovables	N/A <sup>2</sup>	2015

<sup>1</sup> We have entered into an EPC agreement and a long-term fixed price operations and maintenance ("O&M") agreement with the owners of Project Salvador.

<sup>2</sup> Electricity produced will be sold on the spot market.

As of March 30, 2014, an aggregate of approximately \$1.6 billion of remaining revenue is expected to be recognized on projects reflected in the table above through the expected completion dates noted. Projects will be removed from the table above in the period in which substantially all of the revenue for such project has been recognized.

*Projects with Executed Power Purchase Agreements - Not Sold / Not Under Contract*

The table below presents significant construction and development projects with executed power purchase agreements, but not sold or under contract as of March 30, 2014:

<b>Project</b>	<b>Location</b>	<b>Size (MW)</b>	<b>Power Purchase Agreement(s)</b>	<b>Expected Completion of Revenue Recognition</b>
Henrietta Solar Project	California	128	PG&E	2016 <sup>1</sup>
Quinto Solar Project	California	135	Southern California Edison	2015 <sup>1</sup>

<sup>1</sup> Expected completion of revenue recognition assumes completion of construction and sale of the project in the stated fiscal year.

Our project pipeline extends beyond the projects represented in the tables above. Significant projects with development and milestone activities in progress will be excluded from the table above until an associated power purchase agreement has been executed.

*Residential Leasing Program*

In fiscal 2011, we launched our residential lease program with dealers in the United States, in partnership with a third-party financial institution, which allows customers to obtain SunPower systems under lease agreements with terms of up to 20 years, subject to financing availability. We have entered into multiple facilities with financial institutions that will provide financing to support additional residential solar lease projects. The program includes system maintenance and warranty coverage as well as an early buy-out option after six years or at any time when the lessees sell their home. Leases are classified as either operating or sales-type leases in accordance with the relevant accounting guidelines. We plan to continue to expand our customer finance programs in the United States as well as Europe and APAC.

The program does not yet represent a material portion of our revenue. However, we may face additional material risks as the program expands, including our ability to obtain additional financing partners as well as our ability to collect finance and rent receivables in view of the general challenging credit markets worldwide. We believe that our concentration of credit risk is limited because of our large number of customers, credit quality of the customer base, small account balances for most of these customers, and customer geographic diversification. We have applied and will apply for the §48(c) solar commercial investment tax credit ("ITC") and Treasury Grant payments under Section 1603 of the American Recovery and Reinvestment Act (the "Cash Grant"), which are administered by the U.S. Internal Revenue Service ("IRS") and Treasury Department, respectively, for residential leases. We have structured the tax incentive applications, both in timing and amount, to be in accordance with the guidance provided by Treasury and IRS. If the amount or timing of the ITC or Cash Grant payments received in connection with the residential lease program varies from what we have projected, this may impact our revenues and margins and we may have to recognize losses, which may adversely impact our results of operations and cash flows. We make certain assumptions in accounting for the residential lease program, including, among others, the residual value of the leased systems. As the residential lease program grows, if the residual value of leased systems does not materialize as assumed, our results of operations would be adversely affected.

**Results of Operations**

*Revenue*

<b>(In thousands)</b>	<b>Three Months Ended</b>		
	<b>March 30, 2014</b>	<b>March 31, 2013</b>	<b>% Change</b>
Americas	\$ 471,023	\$ 484,122	(3)%
EMEA	126,258	68,652	84%
APAC	95,141	82,659	15%
Total revenue	\$ 692,422	\$ 635,433	9%

**Total Revenue:** Our total revenue increased 9% during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 primarily due to revenue recognition on certain large-scale solar power systems, and an overall increase in component sales generally made under long-term supply agreements.

**Concentrations:** Sales outside the Americas Segment represented approximately 32% and 24% of total revenue recognized during the three months ended March 30, 2014 and March 31, 2013, respectively. The decrease in percentage of sales within the Americas Segment is driven by a decline in revenue within the Americas Segment combined with strong growth in the EMEA Segment, as well as an increase in component sales within the APAC Segment, primarily in Japan.

The table below represents our significant customers that accounted for greater than 10 percent of total revenue in each of the three months ended March 30, 2014 and March 31, 2013 respectively.

Revenue	Business Segment	Three Months Ended	
		March 30, 2014	March 31, 2013
<b>Significant Customers:</b>			
MidAmerican Energy Holdings Company	Americas	42%	13%
NRG Solar, Inc.	Americas	*	44%
* denotes less than 10% during the period			

**Americas Revenue:** Americas revenue decreased 3% during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 primarily due to substantial completion of certain projects during the interim period, partially offset by additional revenue recognized on certain large utility-scale projects, including the 748 MW Solar Star Projects in California.

**EMEA Revenue:** EMEA revenue increased 84% during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 primarily attributable to an increase in utility-scale projects and related revenue, including the sale of a 10 MW power system in Israel.

**APAC Revenue:** APAC revenue increased 15% during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 primarily attributable to additional component sales made under long-term supply agreements, primarily in Japan.

Revenue recognized during the three months ended March 30, 2014 and March 31, 2013, respectively, for each of the below categories was as follows:

(In thousands)	Year Ended		
	March 30, 2014	March 31, 2013	% Change
Solar power products <sup>1</sup>	\$ 238,578	\$ 185,880	28%
Solar power systems <sup>2</sup>	403,755	404,915	—%
Residential leases <sup>3</sup>	38,732	35,250	10%
Other revenue <sup>4</sup>	11,357	9,388	21%
	<u>\$ 692,422</u>	<u>\$ 635,433</u>	9%

<sup>1</sup>Solar power products represents direct sales of panels, balance of system components, and inverters to dealers, systems integrators, and residential, commercial, and utility customers in all regions.

<sup>2</sup>Solar power systems represents revenue recognized in connection with our construction and development contracts.

<sup>3</sup>Residential leases represents revenue recognized on solar power systems leased to customers under our solar lease program.

<sup>4</sup>Other revenue includes revenue related to our solar power services and solutions, such as post-installation systems monitoring and maintenance and commercial power purchase agreements.

**Solar Power Products:** Revenue related to solar power products increased \$52.7 million, or 28%, during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 primarily attributable to additional component sales made under long-term supply agreements, primarily within the APAC region.

**Solar Power Systems:** Revenue related to our solar power systems remained flat during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 primarily attributable to an increase in revenue recognized on certain large-scale solar power systems involving real estate, offset by substantial completion of revenue recognition on other construction and development contracts during the interim period.

**Residential Leases:** Revenue recognized in connection with our residential lease program increased \$3.5 million, or 10%, during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 primarily attributable to additional leased solar power systems placed in service.

#### Cost of Revenue

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
Americas	\$ 350,313	\$ 416,081	(16)%
EMEA	99,441	91,494	9 %
APAC	79,679	68,545	16 %
Total cost of revenue	\$ 529,433	\$ 576,120	(8)%
Total cost of revenue as a percentage of revenue	76%	91%	
Total gross margin percentage	24%	9%	

**Total Cost of Revenue:** Our total cost of revenue decreased 8% during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 as a result of an overall decrease in material and construction costs, partially offset by an increase in volume of solar power product and component sales.

#### Gross Margin

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
Americas	26%	14%	12%
EMEA	21%	(33)%	54%
APAC	16%	17%	(1)%

**Americas Gross Margin:** Gross margin for our Americas Segment increased 12 percentage points during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 as a result of favorable margins on large utility-scale solar power systems recognized in the first quarter of fiscal 2014, coupled with a decrease in material and construction costs.

**EMEA Gross Margin:** Gross margin for our EMEA Segment increased 54 percentage points during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 as a result of increased activity in utility-scale solar power projects within the region, as well as recoveries in average selling prices.

**APAC Gross Margin:** Gross margin for our APAC Segment decreased 1 percentage point during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 as a result of declines in average selling prices, partially offset by an increase in volume of components sold, primarily in Japan.

#### Research and Development ("R&D")

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
R&D Expense	\$ 16,746	\$ 13,170	27%
As a percentage of revenue	2%	2%	

R&D expense increased \$3.6 million, or 27%, in the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 primarily due to increased activity of programs related to our next generation solar technology, as well as an increase in labor costs due to increased headcount and salary related expenses.

Sales, General and Administrative ("SG&A")

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
Total SG&A	\$ 73,928	\$ 70,092	5%
As a percentage of revenue	11%	11%	

SG&A expense increased \$3.8 million, or 5%, in the three months ended March 30, 2014 as compared to the three months ended March 31, 2013 due to increase in labor costs for stock compensation expense due to higher valuation of stock grants as a result of the increase in our share price during fiscal 2013.

Restructuring Charges

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
October 2012 Plan	\$ (17)	\$ (578)	(97)%
Legacy Restructuring Plans	(444)	241	(284)%
Restructuring charges	\$ (461)	\$ (337)	37%
As a percentage of revenue	0%	0%	

Restructuring charges in the first quarter of fiscal 2014 and 2013 were minimal due to the substantial completion of activities associated with legacy restructuring plans approved in fiscal 2012 and 2011. We expect to continue to incur restructuring costs as we revise previous estimates in connection with these plans. Revisions to estimates will primarily be due to changes in assumptions associated with lease and related termination costs.

See Note 6 of our Notes to Consolidated Financial Statements for further information regarding our restructuring plans.

Other Expense, Net

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
Interest income	\$ 318	\$ 255	25%
Interest expense	(19,592)	(27,034)	(28)%
Other, net	1,369	(8,256)	(117)%
Other expense, net	\$ (17,905)	\$ (35,035)	(49)%
As a percentage of revenue	(3)%	(6)%	

Other expense, net decreased \$17.1 million, or 49%, during the three months ended March 30, 2014 as compared to the three months ended March 31, 2013. The overall decrease was primarily driven by a decrease in interest expense primarily due to the expiration of the Liquidity Support Agreement, lower charges related to impairment of investments in unconsolidated investees, as well as favorable changes in the fair value of foreign currency derivatives and other net expenses.

Income Taxes

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
Provision for income taxes	\$ (13,620)	\$ (2,989)	356%
As a percentage of revenue	(2)%	—%	

In the three months ended March 30, 2014, our income tax provision of \$13.6 million, on an income before income taxes and equity in earnings of \$54.9 million, was due to projected tax expense in profitable jurisdictions as well as minimum taxes. In the three months ended March 31, 2013, our income tax provision of \$3.0 million, on a loss before income taxes and equity

in earnings of unconsolidated investees of \$58.6 million was due to projected tax expense in profitable jurisdictions as well as minimum taxes.

A material amount of our total revenue is generated from customers located outside of the United States, and a substantial portion of our assets and employees are located outside of the United States. United States income taxes and foreign withholding taxes have not been provided on the undistributed earnings of our non-United States subsidiaries as such earnings are intended to be indefinitely reinvested in operations outside the United States to extent that such earnings have not been currently or previously subjected to taxation of the United States.

We record a valuation allowance to reduce our United States and French deferred tax assets to the amount that is more likely than not to be realized. In assessing the need for a valuation allowance, we consider historical levels of income, expectations and risks associated with the estimates of future taxable income and ongoing prudent and feasible tax planning strategies. In the event we determine that we would be able to realize additional deferred tax assets in the future in excess of the net recorded amount, or if we subsequently determine that realization of an amount previously recorded is unlikely, we would record an adjustment to the deferred tax asset valuation allowance, which would change income tax in the period of adjustment. As of March 30, 2014, we believe there is insufficient evidence to realize additional deferred tax assets in the near term.

*Equity in Earnings (Loss) of Unconsolidated Investees*

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
Equity in earnings (loss) of unconsolidated investees	\$ 1,783	\$ (333)	(635)%
As a percentage of revenue	0.3%	(0.1)%	

Our equity in earnings (loss) of unconsolidated investees increased \$2.1 million primarily driven by increased activities at our joint venture, AUO SunPower Sdn. Bhd. ("AUOSP").

*Net Income (Loss)*

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
Net income (loss)	\$ 43,034	\$ (61,969)	(169)%

In the three months ended March 30, 2014 our net income increased \$105.0 million, and moved from a net loss to a net income position, as compared to the three months ended March 31, 2013. The increase in net income was primarily driven by: (i) a \$103.7 million increase in gross margin due to favorable margins on various large utility-scale solar power systems recognized coupled with an overall decrease in material and installation costs; and (ii) a \$17.1 million decrease in Other expense, net due to a decrease interest expense primarily due to the expiration of the Liquidity Support Agreement and net favorable changes in the fair value of non-designated foreign currency derivatives.

Information about other significant variances in our results of operations is described above.

*Net Loss Attributable to Noncontrolling Interests*

(In thousands)	Three Months Ended		
	March 30, 2014	March 31, 2013	% Change
Net loss attributable to noncontrolling interests	\$ 22,010	\$ 7,273	203%

We have entered into facilities with third-party investors under which the parties invest in entities that hold SunPower solar power systems and leases with residential customers. We determined that we hold controlling interests in these less-than-wholly-owned entities and have fully consolidated these entities as a result. We apply the hypothetical liquidation value method in allocating recorded net income (loss) to each investor based on the change in the reporting period, of the amount of net assets of the entity to which each investor would be entitled to under the governing contractual arrangements in a liquidation scenario. In the three months ended March 30, 2014 and March 31, 2013, we attributed \$22.0 million and \$7.3

million of losses to the third-party investors primarily as a result of allocating certain assets, including tax credits and accelerated tax depreciation benefits, to the investors. The \$14.7 million increase in loss attributable to these third-party investors is primarily the result of additional leases placed in service under existing and new facilities executed with third-party investors in the interim period.

## Liquidity and Capital Resources

### Cash Flows

A summary of the sources and uses of cash and cash equivalents is as follows:

(In thousands)	Three Months Ended	
	March 30, 2014	March 31, 2013
Net cash provided by operating activities	\$ 50,472	\$ 166,863
Net cash used in investing activities	\$ (31,095)	\$ (35,922)
Net cash used in financing activities	\$ (26,960)	\$ (81,899)

#### Operating Activities

Net cash provided by operating activities in the three months ended March 30, 2014 was \$50.5 million and was primarily the result of: (i) a net income of \$43.0 million; (ii) a \$93.6 million decrease in accounts receivable; (iii) a \$26.5 million decrease in inventory and project assets for construction of solar power systems in North America; and (iv) other net non-cash charges of \$61.6 million primarily related to depreciation, non-cash interest charges, and stock based compensation. This was partially offset by a \$117.0 million decrease in billings in excess of costs and estimated earnings and a \$57.3 million net increase in other assets, net of other liabilities.

Net cash provided by operating activities in the three months ended March 31, 2013 was \$166.9 million and was primarily the result of: (i) decrease of \$197.5 million in prepaid expense and other assets primarily related to deferred costs associated with several large utility-scale solar projects under construction in North America; (ii) decrease of \$60.3 million in accounts receivable; and (iii) \$50.3 million of non-cash charges primarily attributable to depreciation and amortization, non-cash interest and stock compensation expense. This was partially offset by (i) a net loss of \$62.0 million, and (ii) an increase of \$79.2 million in other operating assets, net of changes to operating liabilities.

#### Investing Activities

Net cash used in investing activities in the three months ended March 30, 2014 was \$31.1 million, which included: (i) \$15.0 million related to costs associated with solar power systems leased and to be leased; (ii) \$8.8 million of capital expenditures primarily associated with improvements to our current generation solar cell manufacturing technology; (iii) \$5.0 million paid for investments in unconsolidated investees; and (iv) a \$2.3 million increase in restricted cash.

Net cash used in investing activities in the three months ended March 31, 2013 was \$35.9 million, which included \$53.7 million related to costs associated with solar power systems leased and to be leased, as well as capital expenditures primarily associated with improvements to our current generation solar cell manufacturing technology. This was partially offset by \$17.8 million of restricted cash released back to us due to expirations of fully cash-collateralized letter of credits under the September 2011 Letter of Credit Facility with Deutsche Bank Trust and transition of outstanding letter of credits into the August 2011 Deutsche Bank facility under which payment of obligations is guaranteed by Total S.A.

#### Financing Activities

Net cash used in financing activities in the three months ended March 30, 2014 was \$27.0 million, which included: (i) \$43.5 million in purchases of stock for tax withholding obligations on vested restricted stock; (ii) \$40.7 million assumption of project by customers; (iii) a \$12.2 million net payment to settle the 4.75% Bond Hedge and Warrant; and (iv) \$8.0 million of repayments of residential lease and sale-leaseback financing. This was partially offset by: (i) \$39.1 million of proceeds from issuance of non-recourse debt financing; (ii) \$30.6 million in contributions from noncontrolling interests; and (iii) \$17 million in proceeds from sale-leaseback financing arrangements.

Net cash used in financing activities in the three months ended March 31, 2013 was \$81.9 million, made up of: (i) repayments of \$180.5 million of our outstanding borrowings primarily under the Credit Agricole revolving credit facility, and (ii) \$10.7 million in purchases of stock for tax withholding obligations on vested restricted stock. This was partially offset by (i) \$39.1 million of financing proceeds associated with our residential lease program; (ii) \$33.9 million of proceeds associated with a sale leaseback financing arrangement; (iii) \$24.1 million from project loans; and (iv) \$12.3 million of contributions from a noncontrolling interest.

## **Debt and Credit Sources**

### *Convertible Debentures*

As of March 30, 2014, an aggregate principal amount of \$300.0 million of the 0.75% debentures due 2018 remain issued and outstanding. The 0.75% debentures due 2018 were issued on May 29, 2013. Interest on the 0.75% debentures due 2018 is payable on June 1 and December 1 of each year, beginning on December 1, 2013. Holders are able to exercise their right to convert the debentures at any time into shares of our common stock at an initial conversion price equal to \$24.95 per share. The applicable conversion rate may be subject to adjustment in certain circumstances. The maximum number of shares of our common stock that may be issued through the conversion is 15,633,957, subject to anti-dilution and certain other adjustments. If not earlier converted, the 0.75% debentures due 2018 mature on June 1, 2018. Holders may require us to repurchase all or a portion of their 0.75% debentures due 2018, upon a fundamental change, as described in the governing agreement, at a cash repurchase price equal to 100% of the principal amount plus accrued and unpaid interest. If we undergo a non-stock change of control fundamental change, as described in the governing agreement, the 0.75% debentures due 2018 will be subject to redemption at our option, in whole but not in part, for a period of 30 calendar days following a repurchase date relating to the non-stock change of control fundamental change, at a cash redemption price equal to 100% of the principal amount plus accrued and unpaid interest. In the event of certain events of default, Wells Fargo, the trustee, or the holders of a specified amount of then-outstanding 0.75% debentures due 2018 will have the right to declare all amounts then outstanding due and payable.

As of both March 30, 2014 and December 29, 2013, an aggregate principal amount of \$250.0 million of the 4.50% debentures due 2015 remain issued and outstanding. Interest on the 4.50% debentures is payable on March 15 and September 15 of each year. The 4.50% debentures mature on March 15, 2015. The 4.50% debentures are convertible only into cash, and not into shares of our common stock (or any other securities). Before December 15, 2014, if the weighted average price of our common stock is more than 130% of the then current conversion price for at least 20 out of 30 consecutive trading days ending on the last trading day of the fiscal quarter, then holders of the 4.50% debentures due 2015 have the right to convert the debentures any day in the following fiscal quarter and, thereafter, they will be convertible at any time, based on an initial conversion price of \$22.53 per share of our common stock. During the fourth quarter of fiscal 2013, the conversion right was triggered and the holders of the 4.50% debentures may exercise their right to convert the debentures any day during the first quarter of fiscal 2014. The conversion price will be subject to adjustment in certain events, such as distributions of dividends or stock splits. Upon conversion, we will deliver an amount of cash calculated by reference to the price of our common stock over the applicable observation period. We may not redeem the 4.50% debentures prior to maturity. Holders may also require us to repurchase all or a portion of their 4.50% debentures upon a fundamental change, as defined in the debenture agreement, at a cash repurchase price equal to 100% of the principal amount plus accrued and unpaid interest. In the event of certain events of default, such as our failure to make certain payments or perform or observe certain obligations thereunder, Wells Fargo, the trustee, or holders of a specified amount of then-outstanding 4.50% debentures will have the right to declare all amounts then outstanding due and payable. Concurrent with the issuance of the 4.50% debentures, we entered into privately negotiated convertible debenture hedge transactions and warrant transactions which represent a call spread overlay with respect to the 4.50% debentures (the "CSO2015"), assuming full performance of the counterparties and 4.50% Warrants strike prices in excess of the conversion price of the 4.50% debentures. Please see *"Risks Related to our Debt and Equity Securities: Conversion of our outstanding 0.75% debentures, 4.75% debentures, our warrants related to our outstanding 4.50% and 4.75% debentures, and future substantial issuances or dispositions of our common stock or other securities, could dilute ownership and earnings per share or cause the market price of our stock to decrease."* in "Part I. Item 1A: Risk Factors" in our fiscal 2013 Form 10-K.

As of both March 30, 2014 and December 29, 2013, an aggregate principal amount of \$230.0 million of the 4.75% senior convertible debentures due 2014 ("4.75% debentures") remained issued and outstanding. Interest on the 4.75% debentures was payable on April 15 and October 15 of each year. Holders of the 4.75% debentures were able to exercise their right to convert the debentures at any time into shares of our common stock at a conversion price equal to \$26.40 per share. Concurrently with the issuance of the 4.75% debentures, we entered into certain convertible debenture hedge transactions (the "4.75% Bond Hedge") and warrant transactions (the "4.75% Warrants") with affiliates of certain of the underwriters of the 4.75% debentures. In February 2014, the parties agreed to unwind the 4.75% Bond Hedge and the 4.75% Warrant in full for a

net cash settlement of \$12.2 million (see Note 9). Prior to maturity on April 15, 2014, certain holders exercised their rights to convert their 4.75% debentures into shares of our common stock. On April 15, 2014, the remaining 4.75% debentures matured in accordance to their terms and subsequently no 4.75% debentures remained outstanding. The Company issued approximately 7.1 million shares of its common stock to holders which exercised conversion rights. Upon maturity of the remaining 4.75% debentures, the Company paid holders an aggregate of \$41.7 million in cash in connection with the settlement of the remaining 4.75% debentures.

#### *Mortgage Loan Agreement with IFC*

On May 6, 2010, we entered into a mortgage loan agreement with IFC. Under the loan agreement, we were able to borrow up to \$75.0 million during the first two years, and are required to repay the amount borrowed, starting two years after the date of borrowing, in 10 equal semiannual installments over the following 5 years. We are required to pay interest of LIBOR plus 3% per annum on outstanding borrowings; a front-end fee of 1% on the principal amount of borrowings at the time of borrowing; and a commitment fee of 0.5% per annum on funds available for borrowing and not borrowed. We may prepay all or a part of the outstanding principal, subject to a 1% prepayment premium. We have pledged certain assets as collateral supporting repayment obligations.

As of March 30, 2014 and December 29, 2013, we had \$55.0 million and \$62.5 million, respectively, outstanding under the mortgage loan agreement. Additionally, in accordance with the terms of the mortgage loan agreement, we are required to establish a debt service reserve account which shall contain the amount, as determined by IFC, equal to the aggregate principal and interest due on the next succeeding interest payment date after such date. As of both March 30, 2014 and December 29, 2013, we had restricted cash and cash equivalents of \$9.2 million, respectively, related to the IFC debt service reserve.

#### *Loan Agreement with California Enterprise Development Authority ("CEDA")*

On December 29, 2010, we borrowed from CEDA the proceeds of the \$30.0 million aggregate principal amount of CEDA's tax-exempt Recovery Zone Facility Revenue Bonds (SunPower Corporation - Headquarters Project) Series 2010 (the "Bonds") maturing April 1, 2031 under a loan agreement with CEDA. Certain of our obligations under the loan agreement were contained in a promissory note dated December 29, 2010 issued by us to CEDA, which assigned the promissory note, along with all right, title and interest in the loan agreement, to Wells Fargo, as trustee, with respect to the Bonds for the benefit of the holders of the Bonds. The Bonds bear interest at a fixed-rate of 8.50% per annum. Additionally, in accordance with the terms of the loan agreement, we are required to keep all loan proceeds on deposit with Wells Fargo, the trustee, until funds are withdrawn by us for use in relation to the design and leasehold improvements of our new corporate headquarters in San Jose, California.

As of both March 30, 2014 and December 29, 2013, the \$30.0 million aggregate principal amount of the Bonds was classified as "Long-term debt" in our Consolidated Balance Sheets.

#### *July 2013 Revolving Credit Facility with Credit Agricole*

On July 3, 2013, we entered into a revolving credit agreement with Credit Agricole, as administrative agent, and certain financial institutions ("the July 2013 revolving credit facility"), under which we may borrow up to \$250.0 million until the earliest of: (i) July 3, 2016; (ii) December 31, 2014, if we have not repaid, exchanged or repurchased our outstanding 4.50% debentures due 2015 by September 30, 2014 and are not in compliance with certain liquidity requirements as of such date; and (iii) January 31, 2014, if the conditions precedent to the Restructuring (as defined below) have not been met or waived as of such date (the "Maturity Date"). Amounts borrowed may be repaid and reborrowed until the Maturity Date. The July 2013 revolving credit facility allows us to request increases to the available capacity of the revolving credit facility to an aggregate of \$300.0 million, subject to the satisfaction of certain conditions. The July 2013 revolving credit facility includes representations, covenants, and events of default customary for financing transactions of this type. The July 2013 revolving credit facility was entered into in conjunction with the delivery by Total S.A. of a guarantee of our obligations under the facility. On January 31, 2014 (the "Restructuring Date"), (i) our obligations under the July 2013 revolving credit facility became secured by a pledge of certain accounts receivable and inventory, (ii) certain of our subsidiaries entered into guaranties of the July 2013 revolving credit facility, and (iii) Total S.A.'s guarantee of our obligations under the July 2013 revolving credit facility expired (collectively, the "Restructuring").

As of January 31, 2014, we are required to pay interest on outstanding borrowings under the facility and fees of (a) with respect to any LIBOR rate loan, an amount ranging from 1.50% to 2.00% (depending on our leverage ratio from time to time) plus the LIBOR rate divided by a percentage equal to one minus the stated maximum rate of all reserves required to be maintained against "Eurocurrency liabilities" as specified in Regulation D; (b) with respect to any alternate base rate loan, an

amount ranging from 0.50% to 1.00% (depending on our leverage ratio from time to time) plus the greater of (1) the prime rate, (2) the Federal Funds rate plus 0.50%, and (3) the one-month LIBOR rate plus 1%; and (c) a commitment fee ranging from 0.25% to 0.35% (depending on our leverage ratio from time to time) per annum on funds available for borrowing and not borrowed.

As of March 30, 2014, the Company had no outstanding borrowings under the July 2013 revolving credit facility.

#### *August 2011 Letter of Credit Facility with Deutsche Bank*

On August 9, 2011, we entered into a letter of credit facility agreement with Deutsche Bank, as issuing bank and as administrative agent, and certain financial institutions. Payment of obligations under the letter of credit facility is guaranteed by Total S.A. pursuant to the Credit Support Agreement between us and Total S.A. The letter of credit facility provides for the issuance, upon our request, of letters of credit by the issuing banks thereunder in order to support certain of our obligations, in an aggregate amount not to exceed (i) \$771.0 million for the period from January 1, 2013 through December 31, 2013, and (ii) \$878.0 million for the period from January 1, 2014 through December 31, 2014. Aggregate letter of credit amounts may be increased upon the agreement of the parties but, otherwise, may not exceed (i) \$936.0 million for the period from January 1, 2015 through December 31, 2015, and (ii) \$1.0 billion for the period from January 1, 2016 through June 28, 2016. Each letter of credit issued under the letter of credit facility must have an expiration date no later than the second anniversary of the issuance of that letter of credit, provided that up to 15% of the outstanding value of the letters of credit may have an expiration date of between two and three years from the date of issuance.

As of March 30, 2014, letters of credit issued under the August 2011 letter of credit facility with Deutsche Bank totaled \$755.9 million.

#### *September 2011 Letter of Credit Facility with Deutsche Bank and Deutsche Bank Trust Company Americas (together, "Deutsche Bank Trust")*

On September 27, 2011, we entered into a letter of credit facility with Deutsche Bank Trust which provides for the issuance, upon request by us, letters of credit to support our obligations in an aggregate amount not to exceed \$200.0 million. Each letter of credit issued under the facility is fully cash-collateralized and we have entered into a security agreement with Deutsche Bank Trust, granting them a security interest in a cash collateral account established for this purpose.

As of March 30, 2014 letters of credit issued under the Deutsche Bank Trust facility amounted to \$2.3 million which were fully collateralized with restricted cash as classified on the Consolidated Balance Sheets.

## **Liquidity**

As of March 30, 2014, we had unrestricted cash and cash equivalents of \$754.7 million as compared to \$762.5 million as of December 29, 2013. Our cash balances are held in numerous locations throughout the world and as of March 30, 2014, we had approximately \$412.3 million held outside of the United States. This offshore cash is used to fund operations of our EMEA and APAC business units as well as non-U.S. manufacturing operations, which require local payment for product materials and other expenses. The amounts held outside of the United States represent the earnings of our foreign subsidiaries which, if repatriated to the United States under current law, would be subject to United States federal and state tax less applicable foreign tax credits. Repatriation of earnings that have not been subjected to U.S. or foreign withholding tax and that have been indefinitely reinvested outside the U.S. could result in additional United States federal income tax or foreign withholding tax payments in future years.

On July 5, 2010, we formed our AUOSP joint venture. Under the terms of the joint venture agreement, we and AU Optronics Singapore Pte. Ltd. ("AUO") each own 50% of AUOSP. We are each obligated to provide additional funding to AUOSP in the future. Under the joint venture agreement, each shareholder agreed to contribute additional amounts to the joint venture through 2014 amounting to \$241.0 million, or such lesser amount as the parties may mutually agree (see the Contractual Obligations table below). However, AUOSP's \$300 million secured loan facility in connection with Fab 3A includes a covenant that requires the joint venture partners to make certain minimum equity injections in the beginning of fiscal 2015. See also *"If we experience interruptions in the operation of our solar cell production lines, or we are not successful in operating our joint venture AUOSP, our revenue and results of operations may be materially and adversely affected."* In addition, if AUOSP, or either shareholder requests additional equity financing to AUOSP, then the shareholders will each be required to make additional cash contributions of up to \$50.0 million in the aggregate.

Our 4.50% debentures due 2015 are convertible into cash. Under the terms of the 4.50% Warrants, we sold to affiliates of certain of the initial purchasers of the 4.50% cash convertible debentures warrants to acquire, subject to anti-dilution adjustments, up to 11.1 million shares of our common stock. The bond hedge and warrants described in Note 9 of Notes to the Consolidated Financial Statements represent a call spread overlay with respect to the 4.50% debentures. Assuming full performance by the counterparties (and 4.50% Warrants strike prices in excess of the conversion price of the 4.50% debentures), the transactions effectively reduce our potential payout over the principal amount on the 4.50% debentures upon conversion of the 4.50% debentures.

We expect total capital expenditures related to purchases of property, plant and equipment in the range of \$150 million to \$170 million in fiscal 2014 in order to increase our manufacturing capacity, improve our current and next generation solar cell manufacturing technology, and other projects. In addition, we expect to invest a significant amount of capital to develop solar power systems and plants for sale to customers. The development of solar power plants can require long periods of time and substantial initial investments. Our efforts in this area may consist of all stages of development, including land acquisition, permitting, financing, construction, operation and the eventual sale of the projects. We often choose to bear the costs of such efforts prior to the final sale to a customer, which involves significant upfront investments of resources (including, for example, large transmission deposits or other payments, which may be non-refundable), land acquisition, permitting, legal and other costs, and in some cases the actual costs of constructing a project, in advance of the signing of PPAs and EPC contracts and the receipt of any revenue, much of which is not recognized for several additional months or years following contract signing. Any delays in disposition of one or more projects could have a negative impact on our liquidity.

Certain of our customers also require performance bonds issued by a bonding agency or letters of credit issued by financial institutions, which are returned to us upon satisfaction of contractual requirements. If there is a contractual dispute with the customer, the customer may withhold the security or make a draw under such security, which could have an adverse impact on our liquidity position. Obtaining letters of credit may require adequate collateral. All letters of credit issued under our August 2011 Deutsche Bank facility are guaranteed by Total S.A. pursuant to the Credit Support Agreement. Our letter of credit facility with Deutsche Bank Trust is fully collateralized by restricted cash, which reduces the amount of cash available for operations. As of March 30, 2014 letters of credit issued under the Deutsche Bank Trust facility amounted to \$2.3 million which were fully collateralized with restricted cash on the Consolidated Balance Sheets.

In fiscal 2011, we launched our residential lease program with dealers in the United States, in partnership with a third-party financial institution, which allows customers to obtain SunPower systems under lease agreements up to 20 years, subject to financing availability. We have entered into facilities with financial institutions that will provide financing to support additional residential solar lease projects. Under the terms of certain programs we receive upfront payments for periods under which the third-party financial institution has agreed to assume collection risk for certain residential leases. Changes in the amount or timing of upfront payments received from the financial institutions may have an impact on our cash position within the next twelve months. The normal collection of monthly rent payments for leases placed in service is not expected to have a material impact on our cash position within the next twelve months. We have entered into facilities with third-party investors under which both parties will invest in entities which hold SunPower solar power systems and leases with residential customers. We were determined to hold a controlling interest in these less-than-wholly-owned entities and have fully consolidated these entities as a result (see Note 4 of Notes to the Consolidated Financial Statements). As of March 30, 2014, we have entered into a total of eight facilities with third-party investors and received \$130.6 million in contributions from investors under the related facility agreements. We are actively arranging additional third-party financing for our residential lease program; however, due to the general challenging credit markets we may be unable to arrange additional financing partners for our residential lease program in future periods, which could have a negative impact on our sales. In the unlikely event that we enter into a material number of additional leases without promptly obtaining corresponding third-party financing, our cash and working capital could be negatively impacted.

We believe that our current cash, cash equivalents and cash expected to be generated from operations will be sufficient to meet our working capital and fund our committed capital expenditures over the next 12 months, including the development and construction of solar power systems and plants over the next 12 months, as well as repay our current indebtedness, including our 4.50% debentures due 2015 (described below). In addition, we have \$250 million available to us under our July 2013 revolving credit facility with Credit Agricole. However, there can be no assurance that our liquidity will be adequate over time. A significant portion of our revenue is generated from a limited number of customers and large projects and our inability to execute these projects, or to collect from these customers or for these projects, would have a significant negative impact on our business. Our capital expenditures and use of working capital may be greater than we expect if we decide to make additional investments in the development and construction of solar power plants and sales of power plants and associated cash proceeds are delayed, or if we decide to accelerate increases in our manufacturing capacity internally or through capital contributions to joint ventures. We require project financing in connection with the construction of solar power plants, which financing may not be available on terms acceptable to us. In addition, we could in the future make additional investments in our joint ventures or

guarantee certain financial obligations of our joint ventures, which could reduce our cash flows, increase our indebtedness and expose us to the credit risk of our joint ventures. See also "A limited number of customers and large projects are expected to continue to comprise a significant portion of our revenues and any decrease in revenue from these customers or projects, payments of liquidated damages, or an increase in related expenses, could have a material adverse effect on our business, results of operations and financial condition," and "We may be unable to generate sufficient cash flows or obtain access to external financing necessary to fund our operations and make adequate capital investments as planned due to the general economic environment and the continued market pressure driving down the average selling prices of our solar power products, among other factors." in Part I, Item 1A "Risk Factors" in our fiscal 2013 Form 10-K.

As of March 30, 2014, our \$250 million of 4.50% debentures due 2015 are classified as short-term debt on our Consolidated Balance Sheet. We have \$250 million available to us under our July 2013 revolving credit facility with Credit Agricole and may request increases to the available capacity of the revolving credit facility to an aggregate of \$300.0 million, subject to the satisfaction of certain conditions. Proceeds from our July 2013 revolving credit facility with Credit Agricole may be used for general corporate purposes. We are evaluating options to repay or refinance such indebtedness during 2014 or 2015, but there are no assurances that we will have sufficient available cash to repay such indebtedness or we will be able to refinance such indebtedness on similar terms to the expiring indebtedness. If our capital resources are insufficient to satisfy our liquidity requirements, we may seek to sell additional equity securities or debt securities or obtain other debt financing. The current economic environment, however, could limit our ability to raise capital by issuing new equity or debt securities on acceptable terms, and lenders may be unwilling to lend funds on acceptable terms that would be required to supplement cash flows to support operations. The sale of additional equity securities or convertible debt securities would result in additional dilution to our stockholders (and potential for further dilution upon the exercise of warrants or the conversion of convertible debt) and may not be available on favorable terms or at all, particularly in light of the current conditions in the financial and credit markets. Additional debt would result in increased expenses and would likely impose new restrictive covenants which may be similar or different than those restrictions contained in the covenants under our current loan agreements and debentures. In addition, financing arrangements, including project financing for our solar power plants and letters of credit facilities, may not be available to us, or may not be available in amounts or on terms acceptable to us.

### Contractual Obligations

The following table summarizes our contractual obligations as of March 30, 2014:

(In thousands)	Total	Payments Due by Period			
		2014 (remaining nine months)	2015-2016	2017-2018	Beyond 2018
Convertible debt, including interest <sup>1</sup>	\$ 800,724	\$ 240,545	\$ 256,985	\$ 303,194	\$ —
IFC mortgage loan, including interest <sup>2</sup>	58,513	8,777	32,003	17,733	—
CEDA loan, including interest <sup>3</sup>	73,350	1,913	5,100	5,100	61,237
Other debt, including interest <sup>4</sup>	84,771	3,601	8,968	8,820	63,382
Future financing commitments <sup>5</sup>	243,890	243,890	—	—	—
Operating lease commitments <sup>6</sup>	163,192	14,136	31,833	27,774	89,449
Sale-leaseback financing <sup>7</sup>	78,021	6,119	10,239	10,009	51,654
Capital lease commitments <sup>8</sup>	6,296	806	2,038	1,786	1,666
Non-cancellable purchase orders <sup>9</sup>	212,504	212,504	—	—	—
Purchase commitments under agreements <sup>10</sup>	2,024,011	497,871	709,600	480,998	335,542
<b>Total</b>	<b>\$ 3,745,272</b>	<b>\$ 1,230,162</b>	<b>\$ 1,056,766</b>	<b>\$ 855,414</b>	<b>\$ 602,930</b>

<sup>1</sup> Convertible debt, including interest, relates to the aggregate of \$780.1 million in outstanding principal amount of our senior convertible debentures on March 30, 2014. For the purpose of the table above, we assume that all holders of the outstanding debentures will hold the debentures through the date of maturity, and upon conversion, the values of the senior convertible debentures will be equal to the aggregate principal amount with no premiums.

<sup>2</sup> IFC mortgage loan, including interest, relates to the \$55.0 million borrowed as of March 30, 2014. Under the loan agreement, we are required to repay the amount borrowed, starting 2 years after the date of borrowing, in 10 equal semiannual installments over the following 5 years. We are required to pay interest of LIBOR plus 3% per annum on outstanding borrowings; a front-end fee of 1% on the principal amount of borrowings at the time of borrowing; and a commitment fee of 0.5% per annum on funds available for borrowing and not borrowed.

- <sup>3</sup> CEDA loan, including interest, relates to the proceeds of the \$30.0 million aggregate principal amount of the Bonds. The Bonds mature on April 1, 2031 and bear interest at a fixed rate of 8.50% through maturity.
- <sup>4</sup> Other debt, including interest, primarily relates to non-recourse to finance projects and solar power systems and leases under our residential lease program as described in Note 9 of Notes to the Consolidated Financial Statements.
- <sup>5</sup> We and AUO agreed in the joint venture agreement to contribute additional amounts to AUOSP in fiscal 2012 through 2014 amounting to \$241.0 million by each shareholder, or such lesser amount as the parties may mutually agree. Further, in connection with a purchase agreement with a non-public company we will be required to provide additional financing to such party of up to \$2.9 million, subject to certain conditions.
- <sup>6</sup> Operating lease commitments primarily relate to certain solar power systems leased from unaffiliated third parties over minimum lease terms of up to 20 years and various facility lease agreements.
- <sup>7</sup> Sale-leaseback financing relates to future minimum lease obligations for solar power systems under sale-leaseback arrangements which were determined to include integral equipment and accounted for under the financing method.
- <sup>8</sup> Capital lease commitments primarily relate to certain buildings, manufacturing and equipment under capital leases in Europe for terms of up to 12 years.
- <sup>9</sup> Non-cancellable purchase orders relate to purchases of raw materials for inventory and manufacturing equipment from a variety of vendors.
- <sup>10</sup> Purchase commitments under agreements relate to arrangements entered into with several suppliers, including joint ventures, for polysilicon, ingots, wafers, and Solar Renewable Energy Credits, among others. These agreements specify future quantities and pricing of products to be supplied by the vendors for periods up to 10 years and there are certain consequences, such as forfeiture of advanced deposits and liquidated damages relating to previous purchases, in the event that we terminate the arrangements.

#### ***Liabilities Associated with Uncertain Tax Positions***

Due to the complexity and uncertainty associated with our tax positions, we cannot make a reasonably reliable estimate of the period in which cash settlement will be made for our liabilities associated with uncertain tax positions in other long-term liabilities. Therefore, they have been excluded from the table above. As of March 30, 2014, total liabilities associated with uncertain tax positions were \$32.5 million and are included in "Other long-term liabilities" in our Consolidated Balance Sheets as they are not expected to be paid within the next twelve months.

#### **Off-Balance-Sheet Arrangements**

As of March 30, 2014, we did not have any significant off-balance-sheet arrangements, as defined in Item 303(a)(4)(ii) of SEC Regulation S-K.

### **ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK**

#### **Foreign Currency Exchange Risk**

Our exposure to movements in foreign currency exchange rates is primarily related to sales to European customers that are denominated in Euros. Revenue generated from European customers represented 18% and 11% of our total revenue in the three months ended March 30, 2014 and March 31, 2013, respectively. A 10% change in the Euro exchange rate would have impacted our revenue by approximately \$12.6 million and \$6.9 million in the three months ended March 30, 2014 and March 31, 2013, respectively

In the past, we have experienced an adverse impact on our revenue, gross margin and profitability as a result of foreign currency fluctuations. When foreign currencies appreciate against the U.S. dollar, inventories and expenses denominated in foreign currencies become more expensive. Strengthening of the Malaysian Ringgit against the U.S. dollar would increase AUOSP's liability under the facility agreement with the Malaysian government which in turn would negatively impact our equity in earnings (loss) of the unconsolidated investee. An increase in the value of the U.S. dollar relative to foreign currencies could make our solar power products more expensive for international customers, thus potentially leading to a reduction in demand, our sales and profitability. Furthermore, many of our competitors are foreign companies that could benefit from such a currency fluctuation, making it more difficult for us to compete with those companies.

We currently conduct hedging activities which involve the use of option and forward currency contracts that are designed to address our exposure to changes in the foreign exchange rate between the U.S. dollar and other currencies. As of March 30, 2014, we had outstanding hedge option currency contracts and forward currency contracts with aggregate notional values of \$105.9 million and 33.4 million respectively. As of December 29, 2013, we held option and forward contracts totaling \$115.3 million and \$75.0 million, respectively, in notional value. Because we hedge some of our expected future foreign exchange exposure, if associated revenues do not materialize we could experience a reclassification of ineffective gains or losses into earnings. Such a reclassification could adversely impact our revenue, margins and results of operations. We cannot predict the impact of future exchange rate fluctuations on our business and operating results.

#### **Credit Risk**

We have certain financial and derivative instruments that subject us to credit risk. These consist primarily of cash and cash equivalents, restricted cash and cash equivalents, investments, accounts receivable, notes receivable, advances to suppliers, foreign currency option contracts, foreign currency forward contracts, bond hedge and warrant transactions. We are exposed to credit losses in the event of nonperformance by the counterparties to our financial and derivative instruments. Our investment policy requires cash and cash equivalents, restricted cash and cash equivalents, and investments to be placed with high-quality financial institutions and limits the amount of credit risk from any one issuer. We additionally perform ongoing credit evaluations of our customers' financial condition whenever deemed necessary and generally do not require collateral.

We enter into agreements with vendors that specify future quantities and pricing of polysilicon to be supplied for periods up to 10 years. Under certain agreements, we are required to make prepayments to the vendors over the terms of the arrangements. As of March 30, 2014 and December 29, 2013, advances to suppliers totaled \$390.6 million and \$383.3 million, respectively. Two suppliers accounted for 79% and 21% of total advances to suppliers as of March 30, 2014, and 77% and 22% as of December 29, 2013. As of March 30, 2014, the Company has future prepayment obligations through fiscal 2014 totaling \$49.3 million.

We enter into foreign currency derivative contracts and convertible debenture hedge transactions with high-quality financial institutions and limit the amount of credit exposure to any single counterparty. The foreign currency derivative contracts are limited to a time period of 15 months or less. We regularly evaluate the credit standing of our counterparty financial institutions.

#### **Interest Rate Risk**

We are exposed to interest rate risk because many of our customers depend on debt financing to purchase our solar power systems. An increase in interest rates could make it difficult for our customers to obtain the financing necessary to purchase our solar power systems on favorable terms, or at all, and thus lower demand for our solar power products, reduce revenue and adversely impact our operating results. An increase in interest rates could lower a customer's return on investment in a system or make alternative investments more attractive relative to solar power systems, which, in each case, could cause our customers to seek alternative investments that promise higher returns or demand higher returns from our solar power systems, reduce gross margin and adversely impact our operating results. This risk is significant to our business because our

sales model is highly sensitive to interest rate fluctuations and the availability of credit, and would be adversely affected by increases in interest rates or liquidity constraints.

Our interest expense would increase to the extent interest rates rise in connection with our variable interest rate borrowings. As of March 30, 2014, the outstanding principal balance of our variable interest borrowings was \$55.0 million. We do not believe that an immediate 10% increase in interest rates would have a material effect on our financial statements. In addition, lower interest rates have an adverse impact on our interest income. Our investment portfolio primarily consists of \$378.0 million in money market funds as of March 30, 2014 which exposes us to interest rate risk. Due to the relatively short-term nature of our investment portfolio, we do not believe that an immediate 10% increase in interest rates would have a material effect on the fair market value of our money market funds. Since we believe we have the ability to liquidate substantially all of this portfolio, we do not expect our operating results or cash flows to be materially affected to any significant degree by a sudden change in market interest rates on our investment portfolio.

#### **Equity Price Risk Involving Minority Investments in Joint Ventures and Other Non-Public Companies**

Our investments held in joint ventures and other non-public companies expose us to equity price risk. As of March 30, 2014 and December 29, 2013, investments of \$133.5 million and \$131.7 million, respectively, are accounted for using the equity method, and \$17.3 million and \$12.4 million, respectively, are accounted for using the cost method. These strategic investments in third parties are subject to risk of changes in market value, which if determined to be other-than-temporary, could result in realized impairment losses. We generally do not attempt to reduce or eliminate our market exposure in equity and cost method investments. We monitor these investments for impairment and record reductions in the carrying values when necessary. Circumstances that indicate an other-than-temporary decline include the valuation ascribed to the issuing company in subsequent financing rounds, decreases in quoted market prices and declines in operations of the issuer. There can be no assurance that our equity and cost method investments will not face risks of loss in the future.

#### **Interest Rate Risk and Market Price Risk Involving Convertible Debt**

The fair market value of our outstanding convertible debentures is subject to interest rate risk, market price risk and other factors due to the convertible feature of the debentures. The fair market value of the debentures will generally increase as interest rates fall and decrease as interest rates rise. In addition, the fair market value of the debentures will generally increase as the market price of our common stock increases and decrease as the market price of our common stock falls. The interest and market value changes affect the fair market value of the debentures, but do not impact our financial position, cash flows or results of operations due to the fixed nature of the debt obligations, except to the extent increases in the value of our common stock may provide the holders of our 4.50% debentures due 2015, and/or 0.75% debentures due 2015 the right to convert such debentures into cash in certain instances. The aggregate estimated fair value of our outstanding convertible debentures was \$1,065.4 million as of March 30, 2014. The aggregate estimated fair value of our outstanding convertible debentures was \$980.8 million as of December 29, 2013. Estimated fair values are based on quoted market prices as reported by an independent pricing source. A 10% increase in quoted market prices would increase the estimated fair value of our then-outstanding debentures to \$1,172.0 million and \$1,078.9 million as of March 30, 2014 and December 29, 2013, respectively, and a 10% decrease in the quoted market prices would decrease the estimated fair value of our then-outstanding debentures to \$958.9 million and \$882.7 million as of March 30, 2014 and December 29, 2013, respectively.

## ITEM 4: CONTROLS AND PROCEDURES

### Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to provide reasonable assurance that information required to be disclosed in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, management recognizes that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management is required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any disclosure control and procedure also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions.

Based on their evaluation as of the end of the period covered by this Quarterly Report on Form 10-Q, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective as of March 30, 2014 at a reasonable assurance level.

### Changes in Internal Control over Financial Reporting

We regularly review our system of internal control over financial reporting and make changes to our processes and systems to improve controls and increase efficiency, while ensuring that we maintain an effective internal control environment. Changes may include such activities as implementing new, more efficient systems, consolidating activities, and migrating processes.

There were no changes in our internal control over financial reporting that occurred during our most recent fiscal quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II

### ITEM 1. LEGAL PROCEEDINGS

The disclosure under "Legal Matters" in "Note 7. Commitments and Contingencies" in "Part I. Financial Information, Item 1. Financial Statements: Notes to Condensed Consolidated Financial Statements" of this Quarterly Report on Form 10-Q is incorporated herein by reference.

### ITEM 1A. RISK FACTORS

In addition to other information set forth in this report, readers should carefully consider the risk factors discussed in "Part I. Item 1A: Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 29, 2013, which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K are not the only risks facing our company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or future results, as could the following:

***The execution of our growth strategy is dependent upon the continued availability of third-party financing arrangements for our solar power plants, our residential lease program and our customers, and is affected by general economic conditions.***

Global economic conditions and the limited availability of credit and liquidity could materially and adversely affect our business and results of operations. We often require project financing for development and construction of our solar power plant projects, which require significant investments before the equity is later sold to investors. Many purchasers of our systems projects have entered into third-party arrangements to finance their systems over an extended period of time, while many end- customers have chosen to purchase solar electricity under a PPA with an investor or financing company that purchases the system from us or our authorized dealers. In addition, under our power purchase business model, we often execute PPAs directly with the end-user, with the expectation that we will later assign the PPA to a financier. Under such arrangements, the financier separately contracts with us to acquire and build the solar power system, and then sells the electricity to the end-user under the assigned PPA. When executing PPAs with end-users, we seek to mitigate the risk that financing will not be available

for the project by allowing termination of the PPA in such event without penalty. However, we may not always be successful in negotiating for penalty-free termination rights for failure to obtain financing, and certain end-users have required substantial financial penalties in exchange for such rights. These structured finance arrangements are complex and may not be feasible in many situations.

Due to challenging credit markets, we may be unable to obtain project financing for our projects, customers may be unable or unwilling to finance the cost of our products, we may have difficulties in reaching agreements with financiers to finance the construction of our solar power systems, or the parties that have historically provided this financing may cease to do so, or only do so on terms that are substantially less favorable for us or our customers, any of which could materially and adversely affect our revenue and growth in all segments of our business. Our plans to continue to grow our residential lease program may be delayed if credit conditions prevent us from obtaining or maintaining arrangements to finance the program. We are actively arranging additional third-party financing for our residential lease program; however, due to the challenging credit markets, we may be unable to arrange additional financing partners for our residential lease program in future periods, which could have a negative impact on our sales. In the event we enter into a material number of additional leases without obtaining corresponding third-party financing, our cash, working capital and financial results could be negatively impacted. In addition, in the United States, with the expiration of the Treasury Grant under Section 1603 of the American Recovery and Reinvestment Act program, we will need to identify in the near term interested financiers with sufficient taxable income to monetize the tax incentives created by our solar systems. In the long term, as we look towards incentive-less markets, we will continue to need to identify financiers willing to finance residential solar systems. The lack of project financing could delay the development and construction of our solar power plant projects, thus reducing our revenues from the sale of such projects. If economic recovery is slow in the United States or elsewhere we may experience decreases in the demand for our solar power products, which may harm our operating results. We may in some cases seek to pursue partnership arrangements with financing entities to assist residential and other customers to obtain financing for the purchase or lease of our systems, which would expose us to credit or other risks. In addition, a rise in interest rates would likely increase our customers' cost of financing or leasing our products and could reduce their profits and expected returns on investment in our products. The general reduction in available credit to would-be borrowers or lessees, the poor state of economies worldwide, and the condition of worldwide housing markets could delay or reduce our sales of products to new homebuilders and authorized resellers.

Finally, in addition to the financing structures described above, we continue to assess the attractiveness and viability of alternative financing arrangements, including structures whereby we would seek to maximize the value of a select group of our project assets by maintaining ownership in them for a longer period of time and monetizing them through, among other strategies, the sale of equity interests in an entity - commonly referred to as a "HoldCo" or "YieldCo" - created for purposes of holding or acquiring such assets. We believe that the viability of a HoldCo or YieldCo, or similar structure would depend on our ability to develop revenue-generating solar assets, which is subject to the same project-level financing and operational risks described above, elsewhere in this Quarterly Report on Form 10-Q, and in our Annual Report in Form 10-K for the fiscal year ended December 29, 2013. Additionally, retaining ownership of solar assets for a longer period of time may reduce our results of operations in the short term and introduces the risk that the value of such assets will fluctuate over time because of, among other things, general market conditions, changes in the regulatory or public policy environment that affect the value of solar assets, changes in the prices of traditional energy, and the long-term success of our solar projects. If, in connection with pursuing new financing structures, we retain ownership of a larger portion of our project assets for a longer period of time, and if the value of such assets were to decline unexpectedly, we may not be able to generate returns on such assets that support the financing used to develop or maintain them, or we may be forced to sell the assets at a loss, either of which would have a material, adverse effect on our business, results of operations and financial condition.

**ITEM 2: UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS****Issuer Purchases of Equity Securities**

The following table sets forth all purchases made by or on behalf of us or any "affiliated purchaser," as defined in Rule 10b-18(a)(3) under the Exchange Act, of shares of our common stock during each of the indicated periods.

<b>Period</b>	<b>Total Number of Shares Purchased<sup>1</sup></b>	<b>Average Price Paid Per Share</b>	<b>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs</b>	<b>Maximum Number of Shares That May Yet Be Purchased Under the Publicly Announced Plans or Programs</b>
December 30, 2013 through January 26, 2014	631	\$ 33.11	—	—
January 27, 2014 through February 23, 2014	32,786	\$ 33.29	—	—
February 24, 2014 through March 30, 2014	1,280,004	\$ 33.13	—	—
	<u>1,313,421</u>	<u>\$ 33.13</u>	<u>—</u>	<u>—</u>

<sup>1</sup> The shares purchased represent shares surrendered to satisfy tax withholding obligations in connection with the vesting of restricted stock issued to employees.

**ITEM 6: EXHIBITS****EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Description</b>
10.1*	SunPower Corporation Annual Executive Bonus Plan.
10.2*	SunPower Corporation Executive Quarterly Bonus Plan.
10.3*	Amendment No. 3 to Joint Venture Agreement, dated March 3, 2014, by and among SunPower Technology, Ltd., AU Optronics Singapore Pte. Ltd., AU Optronics Corporation and AUO SunPower Sdn. Bhd. (formerly known as SunPower Malaysia Manufacturing Sdn. Bhd.).
31.1*	Certification by Chief Executive Officer Pursuant to Rule 13a-14(a)/15d-14(a).
31.2*	Certification by Chief Financial Officer Pursuant to Rule 13a-14(a)/15d-14(a).
32.1*	Certification Furnished Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*+	XBRL Instance Document.
101.SCH*+	XBRL Taxonomy Schema Document.
101.CAL*+	XBRL Taxonomy Calculation Linkbase Document.
101.LAB*+	XBRL Taxonomy Label Linkbase Document.
101.PRE*+	XBRL Taxonomy Presentation Linkbase Document.
101.DEF*+	XBRL Taxonomy Definition Linkbase Document.

Exhibits marked with a carrot (^) are director and officer compensatory arrangements.

Exhibits marked with an asterisk (\*) are filed herewith.

Exhibits marked with an extended cross (†) are subject to a request for confidential treatment filed with the Securities and Exchange Commission.

Exhibits marked with a cross (+) are XBRL (Extensible Business Reporting Language) information furnished and not filed herewith, are not a part of a registration statement or Prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, are deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, and otherwise are not subject to liability under these sections.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereto duly authorized.

**SUNPOWER CORPORATION**

Dated: April 29, 2014

By: \_\_\_\_\_ /s/ CHARLES D. BOYNTON

**Charles D. Boynton**  
**Executive Vice President and**  
**Chief Financial Officer**

## Index to Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1*	SunPower Corporation Annual Executive Bonus Plan.
10.2*	SunPower Corporation Executive Quarterly Bonus Plan.
10.3*	Amendment No. 3 to Joint Venture Agreement, dated March 3, 2014, by and among SunPower Technology, Ltd., AU Optronics Singapore Pte. Ltd., AU Optronics Corporation and AUO SunPower Sdn. Bhd. (formerly known as SunPower Malaysia Manufacturing Sdn. Bhd.).
31.1*	Certification by Chief Executive Officer Pursuant to Rule 13a-14(a)/15d-14(a).
31.2*	Certification by Chief Financial Officer Pursuant to Rule 13a-14(a)/15d-14(a).
32.1*	Certification Furnished Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS*+	XBRL Instance Document.
101.SCH*+	XBRL Taxonomy Schema Document.
101.CAL*+	XBRL Taxonomy Calculation Linkbase Document.
101.LAB*+	XBRL Taxonomy Label Linkbase Document.
101.PRE*+	XBRL Taxonomy Presentation Linkbase Document.
101.DEF*+	XBRL Taxonomy Definition Linkbase Document.

Exhibits marked with an asterisk (\*) are filed herewith.

Exhibits marked with an extended cross (†) are subject to a request for confidential treatment filed with the Securities and Exchange Commission.

Exhibits marked with a cross (+) are XBRL (Extensible Business Reporting Language) information furnished and not filed herewith, are not a part of a registration statement or Prospectus for purposes of sections 11 or 12 of the Securities Act of 1933, are deemed not filed for purposes of section 18 of the Securities Exchange Act of 1934, and otherwise are not subject to liability under these sections.

## SUNPOWER CORPORATION

## ANNUAL EXECUTIVE BONUS PLAN

(Amended February 8, 2010; amended March 7, 2014)

**SECTION 1: BACKGROUND, PURPOSE AND DURATION**

- 1.1 **Effective Date.** The amendment and restatement of this Plan is effective as of March 7, 2014, subject to ratification by an affirmative vote of the holders of a majority of the shares of common stock that are present in person or by proxy and entitled to vote at the 2014 Annual Meeting of Stockholders of the Company.
- 1.2 **Purpose of the Plan.** The Plan is intended to increase stockholder value and the success of the Company by motivating Participants (1) to perform to the best of their abilities, and (2) to achieve the Company's objectives. The Plan's goals are to be achieved by providing Participants with the opportunity to earn incentive awards for the achievement of goals relating to the performance of the Company. The Plan is intended to permit the payment of bonuses that qualify as performance-based compensation under Section 162(m) of the Code.

**SECTION 2: DEFINITIONS**

The following words and phrases shall have the following meanings unless a different meaning is plainly required by the context:

- 2.1 "**Actual Award**". Means as to any Performance Period, the actual award (if any) payable to a Participant for the Performance Period. Each Actual Award is determined by the Payout Formula for the Performance Period, subject to the Committee's authority under Section 3.6 to eliminate or reduce the award otherwise determined by the Payout Formula.
- 2.2 "**Affiliate**". Means any corporation or other entity (including, but not limited to, partnerships and joint ventures) controlled by the Company.
- 2.3 "**Base Salary**". Means as to any Performance Period, the Participant's earned salary during the Performance Period. Such Base Salary shall be before both (a) deductions for taxes or benefits, and (b) deferrals of compensation pursuant to Company-sponsored plans and Affiliate-sponsored plans.
- 2.4 "**Board**". Means the Board of Directors of the Company.
- 2.5 "**Code**". Means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or regulation thereunder shall include such section or regulation, any valid regulation promulgated thereunder, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.
- 2.6 "**Committee**". Means the committee appointed by the Board (pursuant to Section 5.1) to administer the Plan.
- 2.7 "**Company**". Means SunPower Corporation, a Delaware corporation, or any successor thereto.

- 2.8 “Determination Date”. Means the latest possible date that will not jeopardize a Target Award or Actual Award’s qualification as performance-based compensation under Section 162(m) of the Code.
- 2.9 “Disability”. Means a permanent disability in accordance with a policy or policies established by the Committee (in its discretion) from time to time.
- 2.10 “Employee”. Means any employee of the Company or of an Affiliate, whether such employee is so employed at the time the Plan is adopted or becomes so employed subsequent to the adoption of the Plan, who the Committee in its discretion designates as a member of the Company’s executive leadership team.
- 2.11 “Fiscal Quarter”. Means a fiscal quarter within a Fiscal Year of the Company.
- 2.12 “Fiscal Year”. Means the fiscal year of the Company.
- 2.13 “Maximum Award”. Means as to any Participant during any period of three (3) consecutive Fiscal Years, \$9 million.
- 2.14 “Participant”. Means as to any Performance Period, an Employee who has been selected by the Committee for participation in the Plan for that Performance Period.
- 2.15 “Payout Formula”. Means as to any Performance Period, the formula or payout matrix established by the Committee pursuant to Section 3.4 in order to determine the Actual Awards (if any) to be paid to Participants. The formula or matrix may differ from Participant to Participant.
- 2.16 “Performance Period”. Means any Fiscal Year or such other period longer or shorter than a Fiscal Year but not shorter than a Fiscal Quarter or longer than three Fiscal Years, as determined by the Committee in its sole discretion.
- 2.17 “Performance Goals”. Means the goal(s) (or combined goal(s)) determined by the Committee (in its discretion) to be applicable to a Participant for a Target Award for a Performance Period. As determined by the Committee, the Performance Goals for any Target Award applicable to a Participant may be made subject to the attainment of performance goals for a specified period of time relating to one or more of the following performance criteria, either individually, alternatively or in any combination, applied to either the Company as a whole or to a business unit or Subsidiary, either individually, alternatively or in any combination, and measured either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous years’ results or to a designated comparison group or index, in each case as specified by the Committee: (a) cash flow, (b) earnings per share, (c) earnings before interest, taxes and amortization, (d) return on equity, (e) total stockholder return, (f) share price performance, (g) return on capital, (h) return on assets or net assets, (i) revenue, (j) income or net income, (k) operating income or net operating income, (l) operating profit or net operating profit, (m) operating margin or profit margin, (n) return on operating revenue, (o) return on invested capital, or (p) market segment shares. The Committee may provide for the adjustment of any evaluation of performance against the Performance Goals to exclude any objective and measurable events specified at the time the Performance Goals are established, including but not limited to any of the following events that occurs during a Performance Period: (i) asset write-downs, (ii) litigation or claim judgments or settlements, (iii) the effect of changes in tax law, accounting principles or other such laws or provisions affecting reported results, (iv) accruals for reorganization and restructuring programs, (v) acceleration of amortization of debt issuance costs,

(vi) stock-based compensation charges, (vii) purchase-accounting related charges, including amortization of intangible purchased assets, acquired in-process research and development charges, and similar charges associated with purchase accounting, (viii) any extraordinary nonrecurring items as described in Accounting Principles Board Opinion No. 30, and (ix) the related tax effects associated with each of the adjustments listed in clauses (i) through (viii) above.

- 2.18 “Plan”. Means the SunPower Corporation Annual Executive Bonus Plan, as set forth in this instrument and as hereafter amended from time to time.
- 2.19 “Progress Payment”. Means a portion of the Target Award or Actual Award for which the Committee has determined in accordance with Section 3.6 has been earned by the Participant as of the end of the Progress Period based on achievement of the applicable Performance Goals and thereby may be paid to the Participant during the Performance Period.
- 2.20 “Progress Period”. Means a period shorter than and within the Performance Period for which a Progress Payment may be made.
- 2.22 “Target Award”. Means the target award payable under the Plan to a Participant for the Performance Period, expressed as a percentage of his or her Base Salary or a specific dollar amount, as determined by the Committee in accordance with Section 3.3.
- 2.23 “Termination of Employment”. Means a cessation of the employee-employer relationship between an Employee and the Company or an Affiliate for any reason, including, but not by way of limitation, a termination by resignation, discharge, death, Disability, retirement (occurring in accordance with the policies established by the Committee (in its discretion) from time to time, or the disaffiliation of an Affiliate, but excluding any such termination where there is a simultaneous reemployment by the Company or an Affiliate.

### **SECTION 3: SELECTION OF PARTICIPANTS AND DETERMINATION OF AWARDS**

- 3.1 Selection of Participants. The Committee, in its sole discretion, shall select the Employees who shall be Participants for any Performance Period. The Committee, in its sole discretion, also may designate as Participants one or more individuals (by name or position) who are expected to become Employees during a Performance Period. Participation in the Plan is in the sole discretion of the Committee, and shall be determined on a Performance Period by Performance Period basis. Accordingly, an Employee who is a Participant for a given Performance Period in no way is guaranteed or assured of being selected for participation in any subsequent Performance Period.
- 3.2 Determination of Performance Goals. The Committee (or its designee described in Section 5.4), in its sole discretion, shall establish the Performance Goals for each Participant for the Performance Period. Such Performance Goals shall be set forth in writing.
- 3.3 Determination of Target Awards. The Committee, in its sole discretion, shall establish a Target Award for each Participant. Each Participant’s Target Award shall be determined by the Committee in its sole discretion, and each Target Award shall be set forth in writing.
- 3.4 Determination of Payout Formula or Formulae. On or prior to the Determination Date, the Committee, in its sole discretion, shall establish a Payout Formula or Formulae for purposes of determining the Actual Award (if any) payable to each Participant. Each Payout Formula shall (a) be in writing, (b) be based on a comparison of actual performance to the Performance Goals,

(c) provide for the payment of a Participant's Target Award if the Performance Goals for the Performance Period are achieved at the predetermined level, and (d) provide for the payment of an Actual Award greater than or less than the Participant's Target Award, depending upon the extent to which actual performance exceeds or falls below the Performance Goals. Notwithstanding the preceding, in no event shall a Participant's Actual Award for any Performance Period exceed the Maximum Award.

3.5 Date for Determinations. The Committee shall make all determinations under Sections 3.1 through 3.4 on or before the Determination Date.

3.6 Determination of Actual Awards. After the end of each Performance Period or, to the extent Progress Payments will be made, after the end of the Progress Period, the Committee (or its designee described in 5.4) shall certify in writing the extent to which the Performance Goals applicable to each Participant for the Performance Period or Progress Period, as applicable, were achieved or exceeded, as determined by the Committee. The Actual Award for each Participant shall be determined by applying the Payout Formula to the level of actual performance that has been certified in writing by the Committee. Notwithstanding any contrary provision of the Plan, the Committee, in its sole discretion, may (a) eliminate or reduce the Actual Award payable to any Participant below that which otherwise would be payable under the Payout Formula, and (b) determine whether or not any Participant will receive an Actual Award in the event the Participant incurs a Termination of Employment prior to the date the Actual Award is to be paid pursuant Section 4.2 below.

#### **SECTION 4: PAYMENT OF AWARDS**

4.1 Right to Receive Payment. Each Actual Award that may become payable under the Plan shall be paid solely from the general assets of the Company or the Affiliate that employs the Participant (as the case may be), as determined by the Committee. Nothing in this Plan shall be construed to create a trust or to establish or evidence any Participant's claim of any right to payment of an Actual Award other than as an unsecured general creditor with respect to any payment to which he or she may be entitled. A Participant must be employed by the Company at the time of the payment to receive such payment, unless the Participant has died or become Disabled.

4.2 Timing of Payment. Subject to Section 3.6, payment of each Actual Award shall be made as soon as administratively practicable, but in no event later than two and one-half months after the end of the applicable Performance Period or Progress Period; provided, however, that that, in the case of a Performance Period or Progress Period of less than one year payment must occur within two and one-half months of the end of the calendar year that includes the last day of such Performance Period or Progress Period.

4.3 Form of Payment. Each Actual Award shall be paid in cash (or its equivalent) in a single lump sum.

4.4 Payment in the Event of Death. If a Participant dies prior to the payment of an Actual Award (determined under Section 3.6) that was scheduled to be paid to him or her prior to death for a prior Performance Period, the Award shall be paid to his or her designated beneficiary or, if no beneficiary has been designated, to his or her estate.

#### **SECTION 5: ADMINISTRATION**

- 5.1 Committee is the Administrator. The Plan shall be administered by the Committee. The Committee shall consist of not less than two (2) members of the Board. The members of the Committee shall be appointed from time to time by, and serve at the pleasure of, the Board. Each member of the Committee shall qualify as an “outside director” under Section 162(m) of the Code. If it is later determined that one or more members of the Committee do not so qualify, actions taken by the Committee prior to such determination shall be valid despite such failure to qualify. Any member of the Committee may resign at any time by notice in writing mailed or delivered to the Secretary of the Company. As of the Effective Date of the Plan, the Plan shall be administered by the Compensation Committee of the Board.
- 5.2 Committee Authority. It shall be the duty of the Committee to administer the Plan in accordance with the Plan’s provisions. The Committee shall have all powers and discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited to, the power to (a) determine which Employees shall be granted awards, (b) prescribe the terms and conditions of awards, (c) interpret the Plan and the awards, (d) adopt such procedures and subplans as are necessary or appropriate to permit participation in the Plan by Employees who are foreign nationals or employed outside of the United States, (e) adopt rules for the administration, interpretation and application of the Plan as are consistent therewith, and (f) interpret, amend or revoke any such rules.
- 5.3 Decisions Binding. All determinations and decisions made by the Committee, the Board, and any delegate of the Committee pursuant to the provisions of the Plan shall be final, conclusive, and binding on all persons, and shall be given the maximum deference permitted by law.
- 5.4 Delegation by the Committee. The Committee, in its sole discretion and on such terms and conditions as it may provide, may delegate all or part of its authority and powers under the Plan to one or more directors and/or officers of the Company; provided, however, that the Committee may not delegate its authority and/or powers with respect to awards that are intended to qualify as performance-based compensation under Section 162(m) of the Code.

## **SECTION 6: GENERAL PROVISIONS**

- 6.1 Tax Withholding. The Company or an Affiliate, as determined by the Committee, shall withhold all applicable taxes from any Actual Award, including any federal, state, local and other taxes.
- 6.2 No Effect on Employment. Nothing in the Plan shall interfere with or limit in any way the right of the Company or an Affiliate, as applicable, to terminate any Participant’s employment or service at any time, with or without cause. For purposes of the Plan, transfer of employment of a Participant between the Company and any one of its Affiliates (or between Affiliates) shall not be deemed a Termination of Employment. Employment with the Company and its Affiliates is on an at-will basis only. The Company expressly reserves the right, which may be exercised at any time and without regard to when during or after a Performance Period such exercise occurs, to terminate any individual’s employment with or without cause, and to treat him or her without regard to the effect which such treatment might have upon him or her as a Participant.
- 6.3 Participation. No Employee shall have the right to be selected to receive an award under this Plan, or, having been so selected, to be selected to receive a future award.
- 6.4 Indemnification. Each person who is or shall have been a member of the Committee, or of the Board, shall be indemnified and held harmless by the Company against and from (a) any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in

connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan or any award, and (b) from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit, or proceeding against him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's Certificate of Incorporation or Bylaws, by contract, as a matter of law, or otherwise, or under any power that the Company may have to indemnify them or hold them harmless.

- 6.5 Successors. All obligations of the Company and any Affiliate under the Plan, with respect to awards granted hereunder, shall be binding on any successor to the Company and/or such Affiliate, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business or assets of the Company or such Affiliate.
- 6.6 Beneficiary Designations.
- a. Designation. Each Participant may, pursuant to such uniform and nondiscriminatory procedures as the Committee may specify from time to time, designate one or more Beneficiaries to receive any Actual Award payable to the Participant at the time of his or her death. Notwithstanding any contrary provision of this Section 6.6 shall be operative only after (and for so long as) the Committee determines (on a uniform and nondiscriminatory basis) to permit the designation of Beneficiaries.
  - b. Changes. A Participant may designate different Beneficiaries (or may revoke a prior Beneficiary designation) at any time by delivering a new designation (or revocation of a prior designation) in like manner. Any designation or revocation shall be effective only if it is received by the Committee. However, when so received, the designation or revocation shall be effective as of the date the designation or revocation is executed (whether or not the Participant still is living), but without prejudice to the Committee on account of any payment made before the change is recorded. The last effective designation received by the Committee shall supersede all prior designations.
  - c. Failed Designation. If the Committee does not make this Section 6.6 operative or if Participant dies without having effectively designated a Beneficiary, the Participant's Account shall be payable to the general beneficiary shown on the records of the Employer. If no Beneficiary survives the Participant, the Participant's Account shall be payable to his or her estate.
- 6.7 Nontransferability of Awards. No award granted under the Plan may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will, by the laws of descent and distribution, or to the limited extent provided in Section 6.6. All rights with respect to an award granted to a Participant shall be available during his or her lifetime only to the Participant.
- 6.8 Deferrals. The Committee, in its sole discretion, may permit a Participant to defer receipt of the payment of cash that would otherwise be delivered to a Participant under the Plan. Any such deferral elections shall be subject to such rules and procedures as shall be determined by the Committee in its sole discretion.

## SECTION 7: AMENDMENT, TERMINATION AND DURATION

- 7.1 Amendment, Suspension or Termination. The Board or the Committee, each in its sole discretion, may amend or terminate the Plan, or any part thereof, at any time and for any reason. The amendment, suspension or termination of the Plan shall not, without the consent of the Participant, alter or impair any rights or obligations under any Target Award theretofore granted to such Participant. No award may be granted during any period of suspension or after termination of the Plan.
- 7.2 Duration of the Plan. The Plan shall commence on the date specified herein, and subject to Section 7.1 (regarding the Board or the Committee's right to amend or terminate the Plan), shall remain in effect thereafter.

## SECTION 8: LEGAL CONSTRUCTION

- 8.1 Gender and Number. Except where otherwise indicated by the context, any masculine term used herein also shall include the feminine; the plural shall include the singular and the singular shall include the plural.
- 8.2 Severability. In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.
- 8.3 Requirements of Law. The granting of awards under the Plan shall be subject to all applicable laws, rules and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- 8.4 Governing Law. The Plan and all awards shall be construed in accordance with and governed by the laws of the State of California, but without regard to its conflict of law provisions.
- 8.5 Captions. Captions are provided herein for convenience only, and shall not serve as a basis for interpretation or construction of the Plan.

**SUNPOWER CORPORATION**  
**EXECUTIVE QUARTERLY**  
**KEY INITIATIVE BONUS PLAN**  
*(Amended and Restated February 4, 2014)*

**Article 1 -Executive KI Plan Objective**

1.1 The objective of this Executive Quarterly Key Initiative Bonus Plan (“Executive KI Plan”) is to encourage retention and provide incentives to key employees of SunPower Corporation and its subsidiaries (collectively, the “Company”) based on the Company’s profit before tax, quarterly company milestones and an individual’s performance against set individual key initiatives (KIs). The Executive KI Plan shall be administered by the Compensation Committee appointed by the Board of Directors of SunPower Corporation.

**Article 2 -Effective Date**

2.1 This quarterly program will be effective as of January 1, 2014. “Plan Periods” under the Executive KI Plan will correspond to the fiscal quarters of the Company.

**Article 3 -Eligibility for Executive KI Plan Participation**

3.1 All executive officers of the Company, as well as any other key employees approved by the Compensation Committee of the Board of Directors, shall participate in the Executive KI Plan. Participation will generally be limited to the CEO and executive direct reports.

**Article 4 -Target Bonus Percentages and Calculations**

4.1 Executive KI Target Bonus Percentages. Each Executive KI Plan participant will be allocated a KI target bonus expressed as a percentage of his or her base salary. KI target bonus percentages are set by the Compensation Committee. The Compensation Committee may, in its discretion, set maximum caps on the payout amount for KI bonuses. The Compensation Committee may delegate establishing KI target bonus percentages to officers of the Company; provided that executive officer KI target bonus percentages must be approved by the Compensation Committee.

4.2 Executive KI Plan Components.

(i) Quarterly KI Score. At the start of each quarter the participant will formulate with his or her supervisor a list of key initiatives for such quarter. Each initiative will be allocated a certain number of points, and the quarterly scorecard shall total 100 points. Following each quarter the participant’s supervisor will score the participant’s achievement of key initiatives (expressed as a percentage).

(ii) Company Milestone Score. With respect to each quarter the Board of Directors will establish quarterly company milestones for such quarter. Each company milestone will be allocated a certain number of points. Following each quarter, the executive officers of the Company will score the achievement of company milestones (expressed as a percentage).

(iii) PBT Score. At the start of the quarter the executive officers will establish an internal profit before tax financial target for the Company (“Target PBT”), including minimum and maximum PBT levels for the quarter. Following the quarter, the actual profit before tax will be determined (“Actual PBT”).

4.3 Quarterly bonuses under this Executive KI Plan are based on a combination of

(a) the participant’s number of points achieved on his or her key initiative scorecard for the quarter (expressed as a percentage), (b) the percentage of company milestones achieved for the quarter and (c) the Actual PBT for such quarter. In particular, the bonus payout is calculated as follows:

For each quarter:

(i) The Company Milestone factor is calculated as follows:

<b>If the Company Milestone Score is:</b>	<b>KI Bonus for the quarter will be:</b>
= or < 60%	No KI bonus
60% < Company Milestone Score <= 80%	Multiplied by a factor of 50%
> 80%	Multiplied by a factor of 100%

(ii) The PBT factor is calculated as follows:

<b>If the Actual PBT is:</b>	<b>KI Bonus for the quarter will be:</b>
< Minimum PBT	No KI bonus payout
Minimum <= Actual PBT < Target PBT	Paid if the Company Milestone condition is met as set forth above
Target PBT <= Actual PBT < Maximum AND Company Milestone condition is met as set forth above	Multiplied by an adjustment factor between 100% and 125%, based on a straight-line proration between target and maximum achievement.  NOTE: Adjustment factor will be greater than 100% only if Actual PBT is greater than zero.

(iii) Examples:

- a. Actual PBT is between the minimum and Target PBT performance levels and Company milestone score is greater than 80% (Company Milestone factor = 100%). The employee has a base salary of \$100,000, a KI target bonus of 20%, and a KI score of 80%:

$$\text{The quarterly bonus} = \$100,000 \times \frac{1}{4} \times 20\% \times 80\% \times 100\%$$

- b. Company milestone score is greater than 60% and equal to or less than 80% (Company Milestone factor = 50%). The employee has a base salary of \$100,000, a KI target bonus of 20% and a KI score of 80%:

$$\text{The quarterly bonus} = \$100,000 \times \frac{1}{4} \times 20\% \times 80\% \times 50\%$$

(d.) When the quarterly KI bonus is prorated and paid above 100%, it is subject to a maximum cap of 125%. The Board reserves the right to reduce payments above 100% of target, should the sum of payments above target for all eligible employees become a material portion of the Actual PBT achieved by the Company.

4.4 Quarterly bonuses under this Executive Quarterly Key Initiative Bonus Plan are paid within 90 days following the end of the quarter.

#### **Article 5 -Effect of Base Salary on Target Bonus Adjustments**

5.1 Payout calculations under the Executive KI Plan will be based on the plan participant's base salary at the end of the quarter being measured.

5.2 In the event a participant's KI target bonus percentage is changed during the quarter, the participant's KI payout for the quarter shall be based on the KI target bonus in effect at the end of that quarter.

#### **Article 6 -KI Achievement**

6.1 KI attainment for the completed quarter and proposed KI for the next quarter are reviewed at the end of each quarter no later than the third Friday of the first month of the quarter.

6.2 In setting KIs, a 0% threshold may be defined for each KI. This threshold, which could be timing and/or deliverable-based, is a point at which a KI score starts to be earned. If a participant does not reach/complete the minimum threshold, such KI will be scored 0% (zero). Progress beyond the threshold earns the participant a pro-rated score up to 110%. The score for a particular KI item cannot exceed 110%. Scoring greater than 100% for a KI item is usually limited to numeric or quantitative goals.

6.3 The Chief Executive Officer's quarterly KI score is the actual company milestone score for such quarter.

#### **Article 7 -Eligibility for Payment**

7.1 **Employment:** Because one of the primary objectives of the Key Employee Bonus Plan is to encourage employee retention, to be eligible for any portion of the bonus payment, the participant must be employed by the Company at the scheduled payment date, unless otherwise required by local law. A participant who is involuntarily terminated for any reason other than by the Company for cause before the payment date may be eligible for a prorated portion of any bonus not yet paid at the sole discretion of the Company. A participant who terminates employment prior to the payment date will be ineligible for any and all bonuses not yet paid, except as otherwise provided in this article or any separate agreement approved by the Compensation Committee.

7.2 **New Hires:** New Hires shall be eligible to participate in the bonus program starting the first complete month of work, i.e. if they start the first business day of the month, they will be eligible to participate that month; otherwise, they will begin participation the following month.

7.3 **Disability:** If a participant is unable to perform the essential functions of his or her job with or without a reasonable accommodation and is eligible to receive disability benefits under the standards used by the Company's disability benefit plan, the participant will receive a bonus calculated as follows: the quarter in which the disability begins will be considered a completed quarter and the KI bonus for that quarter will be paid as though KI attainment was 100%. If/when the participant returns from disability leave, participation will be handled as outlined in section 7.2 above.

7.4 **Retirement:** If a participant retires, i.e. permanent termination of employment with the Company in accordance with the Company's retirement policies, the participant will receive a bonus calculated as follows: the quarter in which the retirement begins will be considered a completed quarter and the KI bonus for that quarter will be paid as though KI attainment was 100%. Thereafter, quarterly participation ceases.

7.5 **Death:** If a participant dies, awards will be paid to the beneficiary designated by the participant or, if no such designation has been made, to the persons entitled thereto as determined by a court of competent jurisdiction. The bonus will be calculated as follows: the quarter in which death occurred will be considered a completed quarter and the KI bonus for that quarter will be paid as though KI attainment was 100%. Thereafter, quarterly participation ceases.

7.6 **Lay-off:** If a participant is terminated by lay-off during a Plan Period, the quarter in which the lay-off occurred will be considered a completed quarter and the KI bonus for that quarter will be paid as though KI attainment was 100%. Thereafter, quarterly participation ceases.

7.7 No bonus will be paid to employees who are terminated for cause. The Company shall determine in its sole and absolute discretion whether any employee's termination is with cause.

7.8 All qualified bonus payments including future scheduled payments pursuant to Sections 7.3, 7.4, 7.5, and 7.6 will be paid in a lump-sum.

7.9 The Chief Executive Officer reserves the right to reduce the bonus award of a participant on a pro-rata basis to reflect a participant's leave of absence or sabbatical during the applicable Plan Period.

#### **Article 8 -Miscellaneous**

8.1 Unless as defined in article 8.4, no right or interest in this Executive KI Plan is transferable or assignable except by will or laws of descent and distribution.

8.2 Participation in this Executive KI Plan does not guarantee any right to continued employment with the Company.

- 8.3 Participation in the Executive KI Plan in a particular Plan Period is not a guarantee to participate in subsequent Plan Periods.
- 8.4 Management reserves the right to discontinue participation of any participant in this Executive KI Plan, at any time, and for whatever reasons.
- 8.5 This Executive KI Plan is unfunded and the Company does not intend to set up a sinking fund. Consequently, payments arising out of bonus earned shall be paid out of the Company's general assets. Accounts recognized by the Company for book purposes are not an indication of funds set aside for payment. Executive KI Plan participants are considered as general creditors of the Company and the obligation of the Company is purely contractual and is not secured by any particular Company asset.
- 8.6 The provision of this Executive KI Plan shall not limit the ability of the Compensation Committee (or its designees) to modify said Executive KI Plan, or adopt such other plans on matters of compensation, bonus or incentive, which in its own judgment it deems proper, at any time.

## EXECUTION VERSION

AMENDMENT NO. 3 TO JOINT VENTURE AGREEMENT

This AMENDMENT NO. 3 TO JOINT VENTURE AGREEMENT (this “**Amendment**”) is made and entered into as of March 2, 2014, by and among (i) SunPower Technology, Ltd., a company organized under the laws of the Cayman Islands (“**SPTL**”); (ii) AU Optronics Singapore Pte. Ltd., a company organized under the laws of Singapore (“**AUO**”); (iii) solely for purpose of Section 18 below, AU Optronics Corporation, a company organized under the laws of Taiwan, R.O.C. (“**AUO Taiwan**”); and (iv) AUO SunPower SDN.BHD. (formerly known as SunPower Malaysia Manufacturing SDN.BHD.), a company organized under the laws of Malaysia (the “**JVC**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Initial Agreement (as defined below).

RECITALS

A. The parties hereto are parties to that certain Joint Venture Agreement dated as of May 27, 2010 (the “**Initial Agreement**”).

B. The parties hereto are parties to that certain Amendment No. 1 to Joint Venture Agreement, dated as of June 29, 2010 (the “**First Amendment**”).

C. The parties hereto are parties to that certain Amendment No. 2 to Joint Venture Agreement, dated as of July 5, 2010 (the “**Second Amendment**”).

D. The parties hereto desire to enter into this Amendment to memorialize their agreement with respect to the matters referred to herein.

AGREEMENT

NOW THEREFORE, in furtherance of the foregoing premises and in consideration of the mutual covenants and obligations hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. Each reference, whether direct or indirect, in the Initial Agreement to the Initial Agreement (including, without limitation, references to “this Agreement”) shall mean and be a reference to the Initial Agreement, as amended by the First Amendment, the Second Amendment and this Amendment.

2. Section 8.11 of the Initial Agreement is hereby deleted in its entirety and replaced with the following:

“8.11 Minutes. Minutes of each meeting of the Board shall be signed by the Chairman of the meeting, after review and approval by the Board. Minutes of the meeting of the Board shall be prepared in English, and kept at the JVC’s head office. Copies of the minutes shall be sent to each of the Directors as soon as practicable after each meeting of the Board.”

3. Each party hereto hereby represents to the other parties hereto that, to the extent applicable, (i) all action on the part of such representing party, its officers, directors, partners and securityholders necessary for the authorization, execution, delivery and performance of all obligations under this Amendment has been taken, (ii) this Amendment constitutes a valid and legally binding obligation of such representing party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws

affecting creditors' rights and remedies generally, and subject as to enforceability to general principles of equity, and (iii) the execution, delivery and performance of this Amendment will not result in any violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice, any provision of such representing party's organizational documents, in each case as amended through the date hereof.

4. Except as expressly modified by the First Amendment, the Second Amendment and this Amendment, the Initial Agreement shall remain in full force and effect in accordance with its terms. To the extent that there are any inconsistencies or ambiguities between this Amendment and the Initial Agreement, the First Amendment, or the Second Amendment, the terms of this Amendment shall supersede the Initial Agreement, the First Amendment and the Second Amendment.

5. This Amendment shall not be modified, amended, canceled or altered in any way, and may not be modified by custom, usage of trade or course of dealing, except by an instrument in writing signed by all of the parties hereto. All amendments or modifications of this Amendment shall be binding upon the parties hereto despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto.

6. This Amendment and all disputes arising out of or in connection with this Amendment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California, without regard to conflicts of laws principles. Any disputes incapable of being resolved by mutual agreement of the parties hereto shall be handled in accordance with Section 18.2 (Arbitration) of the Initial Agreement; provided, however, that the JVC may not take any action with respect to any such disputes or arbitration or settlement thereof without the written consent of both SPTL and AUO.

7. This Amendment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Signatures follow]*

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to Joint Venture Agreement to be executed by their respective duly authorized signatories as of the day and year first written above.

AU OPTRONICS SINGAPORE PTE. LTD.

By: /s/ Peng, Shuang-Lang

Name: Peng, Shuang-Lang

Title: Managing Director

AU OPTRONICS CORPORATION

By: /s/ Lee, Kuen-Yao

Name: Lee, Kuen-Yao

Title: Chairman

SUNPOWER TECHNOLOGY, LTD.

By: /s/ Marty T. Neese

Name: Marty T. Neese

Title: COO

AUO SUNPOWER SDN.BHD.

By: Koay Hean Kim

Name: Koay Hean Kim

Title: President

## CERTIFICATIONS

I, Thomas H. Werner, certify that:

- 1 I have reviewed this Quarterly Report on Form 10-Q of SunPower Corporation;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2014

/S/ THOMAS H. WERNER

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Thomas H. Werner  
President, Chief Executive Officer and Director  
(Principal Executive Officer)

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## CERTIFICATIONS

I, Charles D. Boynton, certify that:

- 1 I have reviewed this Quarterly Report on Form 10-Q of SunPower Corporation;
- 2 Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- 3 Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- 4 The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

- 5 The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 29, 2014

/S/ CHARLES D. BOYNTON

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Charles D. Boynton  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND  
CHIEF FINANCIAL OFFICER PURSUANT TO  
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of SunPower Corporation (the "Company") on Form 10-Q for the period ended March 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of Thomas H. Werner and Charles D. Boynton certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge and belief:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: April 29, 2014

/S/ THOMAS H. WERNER

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Thomas H. Werner  
President, Chief Executive Officer and Director  
(Principal Executive Officer)

/S/ CHARLES D. BOYNTON

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Charles D. Boynton  
Executive Vice President and Chief Financial Officer  
(Principal Financial Officer)

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure statement.

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