

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

**AMENDMENT NO. 1 TO
CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): **November 15, 2006**

SUNPOWER CORPORATION

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other
Jurisdiction
of Incorporation)

000-51593
(Commission File No.)

94-3008969
(I.R.S. Employer Identification No.)

3939 North First Street, San Jose, California 95134
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code:
(408) 240-5500

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement

As reported on a Current Report on Form 8-K of SunPower Corporation (“SunPower”) filed on November 15, 2006, on November 15, 2006, SunPower entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Pluto Acquisition Company LLC, PowerLight Corporation (“PowerLight”), and Thomas L. Dinwoodie, as the representative of certain of PowerLight’s shareholders. The purpose of this Current Report on Form 8-K/A is to amend the previously filed Current Report on Form 8-K to correct certain typographical errors in Exhibit 10.2 thereto.

Exhibit 10.2 to the previously filed Current Report on Form 8-K is hereby replaced with the attached Exhibit 10.1, which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement, dated November 15, 2006, between Cypress Semiconductor, Inc. and PowerLight Corporation

SIGNATURES

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

Date: November 17, 2006

SunPower Corporation

By: /s/ Emmanuel Hernandez

Name: Emmanuel Hernandez

Title: Chief Financial Officer

Exhibit No.	Description
10.1	Letter Agreement, dated November 15, 2006, between Cypress Semiconductor, Inc. and PowerLight Corporation

[Letterhead of Cypress]

November 15, 2006

PowerLight Corporation
2954 San Pablo Avenue
Berkeley, California 94702

To Whom It May Concern:

As an inducement to PowerLight Corporation (the “**Company**”), a California corporation, to execute the Agreement and Plan of Merger (the “**Merger Agreement**”; capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Merger Agreement); among SunPower Corporation, a Delaware corporation and a majority owned Subsidiary of the undersigned (“**Parent**”), Pluto Acquisition Company LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent, the Company and Thomas L. Dinwoodie, as Shareholders’ Representative, pursuant to which, among other things, the Company will be merged with and into Merger Sub (the “**Merger**”), the undersigned hereby agrees that during the period commencing on the date of the Merger Agreement and ending 120 days after the date of the Merger Agreement (the “**Lock-Up Period**”); provided, however, that if the Registration Statement on Form S-4 (the “**Registration Statement**”) to be filed with the Securities and Exchange Commission (the “**SEC**”) by Parent in connection with the Merger shall not have been declared effective by the SEC prior to the thirty-first (31st) day after the date on which it was first filed with the SEC (the “**31st Day**”), the Lock-Up Period shall be extended by the number of days from and including the 31st Day until and including the day on which the Registration Statement is declared effective by the SEC), the undersigned will not, without the prior written consent of the Company, directly or indirectly, (i) offer to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any shares of Class B common stock, par value \$0.001 per share (the “**Parent Class B Common Stock**”), of Parent owned by the undersigned as of the date hereof, or acquired hereafter, or securities convertible into or exchangeable or exercisable for any shares of Parent Class B Common Stock, (ii) enter into, or cause any of its subsidiaries to enter into, a transaction which would have the same effect, (iii) enter into any swap or other arrangement or transaction that transfers (including pursuant to the granting of any proxy), in whole or in part, directly or indirectly, any of the economic consequences of, or voting rights arising from, ownership of such shares of Parent Class B Common Stock, whether any such aforementioned transaction is to be settled by delivery of the Parent Class B Common Stock or such other securities, in cash or otherwise, (iv) exercise any right to convert such shares of Parent Class B Common Stock into any other security, or (v) publicly disclose the intention to make any such offer, sale, or disposition, to enter into any such transaction, swap, or other arrangement or to exercise any right to convert; provided, however, that nothing set forth herein shall preclude the undersigned from pledging, or engaging in customary hedging transactions with respect to, Parent Class B Common Stock (the actions described in clauses (i) through and including (v), being referred to as a “**Disposition Transaction**”). In addition, the undersigned agrees that, without the prior written consent of the Company, it will not, during the Lock-Up

Period, make any demand for the registration of any Parent Class B Common Stock or any security convertible into or exercisable or exchangeable for the Parent Class B Common Stock.

Furthermore, during the Lock-Up Period, the undersigned hereby agrees not to, and shall not instruct or authorize its officers, directors, employees, financial advisors, representatives, agents, Subsidiaries and Affiliates to, directly or indirectly, (i) solicit any inquiry, proposal or offer from any Person in respect of a Disposition Transaction; or (ii) enter into any agreement with any Person in respect of a Disposition Transaction.

In furtherance of the foregoing, Parent and its transfer agent and registrar are hereby authorized to decline to make any transfer of shares of Parent Class B Common Stock if such transfer would constitute a violation or breach of this Agreement.

This Agreement shall be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned. This Agreement shall lapse and become null and void (and the Lock-Up Period shall terminate immediately) if the Merger Agreement terminates or is terminated. **This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.**

Very truly yours,

CYPRESS SEMICONDUCTOR CORP.

By: /s/ Brad W. Buss

Name: Brad W. Buss

Title: Executive Vice President, Finance and
Administration, Chief Financial Officer

ACKNOWLEDGED AND AGREED

As of November 15, 2006:

POWERLIGHT CORPORATION

By: /s/ Thomas L. Dinwoodie

Name: Thomas L. Dinwoodie

Title: Chief Executive Officer