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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**SCHEDULE 13D**

**Under the Securities Exchange Act of 1934  
(Amendment No. 7)\***

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**SunPower Corporation**

(Name of Issuer)

**Common Stock, par value \$0.001 per share**  
(Title of Class of Securities)

**867652 406**  
(CUSIP Number)

**Jonathan E. Marsh  
Group U.S. Counsel  
TOTAL S.A.  
2, place Jean Millier  
La Défense 6  
92400 Courbevoie  
France  
011-331-4744-4546**

*Copies to:*

**David J. Segre  
Michael Occhiolini  
Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
650 Page Mill Road  
Palo Alto, California 94304  
(650) 493-9300**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**June 11, 2014**  
(Date of Event which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this Schedule because of Sections 240.13d-1(e), 240.13d-1(f), or 240.13d-1(g), check the following box: ☐

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**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

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\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

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(1)	NAMES OF REPORTING PERSONS  Total S.A.		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS (see instructions)  WC		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)  <input type="checkbox"/>		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION  France		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7)	SOLE VOTING POWER  0	
	(8)	SHARED VOTING POWER  101,252,554	
	(9)	SOLE DISPOSITIVE POWER  0	
	(10)	SHARED DISPOSITIVE POWER  101,252,554	
(11)	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  101,252,554		
(12)	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>		
(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  66.0%*		
(14)	TYPE OF REPORTING PERSON (see instructions)  CO		

\* Includes 9,531,677 shares of Common Stock issuable pursuant to a warrant issued by the Issuer to Purchaser on February 28, 2012, 8,017,420 shares of Common Stock issuable upon conversion of the convertible debentures issued by Issuer to Purchaser on May 29, 2013 and 5,126,775 shares of Common Stock issuable upon conversion of the convertible debentures issued by Issuer to Purchaser on June 11, 2014. Percentage calculated based on 130,686,326 shares of Common Stock outstanding as of April 25, 2014 as reported by the Issuer in the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on April 30, 2014.

(1)	NAMES OF REPORTING PERSONS  Total Energies Nouvelles Activités USA		
(2)	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input type="checkbox"/>		
(3)	SEC USE ONLY		
(4)	SOURCE OF FUNDS (see instructions)  OO		
(5)	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)  <input type="checkbox"/>		
(6)	CITIZENSHIP OR PLACE OF ORGANIZATION  France		
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(13)	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  66.0%*		
(14)	TYPE OF REPORTING PERSON (see instructions)  CO		

\* Includes 9,531,677 shares of Common Stock issuable pursuant to a warrant issued by the Issuer to Purchaser on February 28, 2012, 8,017,420 shares of Common Stock issuable upon conversion of the convertible debentures issued by Issuer to Purchaser on May 29, 2013 and 5,126,775 shares of Common Stock issuable upon conversion of the convertible debentures issued by Issuer to Purchaser on June 11, 2014. Percentage calculated based on 130,686,326 shares of Common Stock outstanding as of April 25, 2014 as reported by the Issuer in the Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on April 30, 2014.

## Explanatory Note

This Amendment No. 7 (this “Amendment”) amends and supplements the statement on Schedule 13D filed on June 23, 2011, as amended on July 1, 2011, November 21, 2011, December 23, 2011, February 2, 2012, March 1, 2012 and June 6, 2013 (the “Filing”), by the Reporting Persons relating to the Shares of the Issuer. Information reported in the Filing remains in effect except to the extent that it is amended, restated or superseded by information contained in this Amendment. Capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Filing.

Items 3, 4, 5, 6 and 7 of the Filing are hereby amended and supplemented as follows:

### Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended to add the following information at the end of such Item:

On June 5, 2014, the Issuer entered into a Purchase Agreement (the “2021 Debenture Purchase Agreement”) with Deutsche Bank Securities Inc., as representative of the purchasers (“DBSI”), relating to the issuance of \$400 million of 0.875% senior convertible debentures due 2021 (the “2021 Debentures”) by the Issuer. On June 11, 2014, Purchaser acquired \$250 million principal amount of the 2021 Debentures for an aggregate consideration of \$250 million pursuant to a Letter Agreement (the “Letter Agreement”) Purchaser entered into with DBSI on June 4, 2014. The 2021 Debentures are convertible at any time by Purchaser into Shares based on an initial conversion rate of 20.5071 Shares per \$1,000 aggregate principal amount of 2021 Debentures. The funds for the purchase of the 2021 Debentures were obtained from Total’s general working capital.

### Item 4. Purpose of Transaction

Item 4 is hereby amended to add the following information at the end of such Item:

#### *Debenture Purchase Agreement*

On June 5, 2014, Issuer entered into the 2021 Debenture Purchase Agreement under which the Issuer sold \$400 million in aggregate principal of Debentures to DBSI. On June 11, 2014, Purchaser acquired \$250 million principal amount of the 2021 Debentures for an aggregate consideration of \$250 million pursuant to the Letter Agreement.

### Item 5. Interest in Securities of the Issuer

Item 5(a) and 5(b) are hereby amended to add the following information at the end of such Items:

As a result of the purchase of the 2021 Debentures on June 11, 2014, the Reporting Persons became the beneficial owner of securities initially convertible into an additional 5,126,775 Shares. The 2021 Debentures are convertible at any time into Shares based on an initial conversion rate of 20.5071 Shares per \$1,000 aggregate principal amount of 2021 Debentures.

As of June 11, 2014, the Reporting Persons beneficially owned 101,252,554 Shares (consisting of 78,576,682 Shares, the right to purchase 9,531,677 Shares pursuant to the Upfront Warrant, the right to acquire 8,017,420 Shares pursuant to the conversion of the Debentures and the right to acquire 5,126,775 Shares pursuant to the conversion of the 2021 Debentures), constituting approximately 66.0% of the 130,686,326 shares of Common Stock outstanding as of April 25, 2014, as reported by the Issuer in the Quarterly on Form 10-Q filed with the Securities and Exchange Commission on April 30, 2014.

Item 5(c) is hereby amended to add the following information at the end of such Item:

As of June 11, 2014, other than the transactions disclosed in this Amendment No. 7 to the Filing, neither the Reporting Persons nor, to the best of the Reporting Persons' knowledge, any of the persons listed on Schedule A has effected any transaction in the Shares during the past 60 days.

#### **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 is hereby amended and restated in its entirety to read as follows:

Items 3, 4 and 5 and Exhibits 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 are incorporated herein by reference.

Other than the transactions contemplated by the Tender Offer Agreement (as amended), the Affiliation Agreement (as amended), the Registration Rights Agreement (as amended), the Tenesol Term Sheet, the Tenesol Stock Purchase Agreement, the Private Placement Agreement, the Master Agreement (as amended), the Credit Support Agreement (as amended), the Liquidity Support Agreement, the Compensation and Funding Agreement (as amended), the Upfront Warrant, the Revolving Credit and Convertible Loan Agreement, the Private Placement Agreement entered into in connection with the Compensation and Funding Agreement, the Debenture Purchase Agreement and the Letter Agreement, including exhibits and schedules to such agreements, to the best of the Reporting Persons' knowledge, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and the persons listed on Schedule A and between such persons and any other person with respect to the securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

#### **Item 7. Material to be Filed as an Exhibit**

The following documents are filed as exhibits:

<u>Exhibit Number</u>	<u>Description</u>
1	Joint Filing Agreement*
2	Tender Offer Agreement, dated as of April 28, 2011, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Issuer on May 2, 2011.
3	Amendment to Tender Offer Agreement, dated as of June 7, 2011, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Issuer on June 7, 2011.
4	Affiliation Agreement, dated as of April 28, 2011, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by the Issuer on May 2, 2011.
5	Amendment to Affiliation Agreement, dated as of June 7, 2011, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by the Issuer on June 7, 2011.
6	Guaranty, dated as of April 28, 2011, by and between Total and the Issuer, incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on May 2, 2011.
7	Guaranty, dated as of April 28, 2011, by and between Total and the Issuer, incorporated herein by reference to Exhibit 10.4 to the Current Report on Form 8-K filed by the Issuer on May 2, 2011.

\* Filed herewith.

- 8 Credit Support Agreement, dated as of April 28, 2011, by and between Total and the Issuer, incorporated herein by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by the Issuer on May 2, 2011.
- 9 Amendment to Credit Support Agreement, dated as of June 7, 2011, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on June 7, 2011.
- 10 Research & Collaboration Agreement, dated as of April 28, 2011, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 10.5 to the Current Report on Form 8-K filed by the Issuer on May 2, 2011.
- 11 Amendment to Research & Collaboration Agreement, dated as of June 7, 2011, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by the Issuer on June 7, 2011.
- 12 Registration Rights Agreement, dated as of April 28, 2011, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 10.6 to the Current Report on Form 8-K filed by the Issuer on May 2, 2011.
- 13 Tenesol Stock Purchase Agreement, dated as of December 23, 2011, by and among Issuer, Purchaser and Total Energie Développement SAS, incorporated herein by reference to Exhibit 2.1 to the Current Report on Form 8-K filed by the Issuer on December 23, 2011.
- 14 Private Placement Agreement, dated as of December 23, 2011, by and between Purchaser and Issuer, incorporated herein by reference to Exhibit 10.1 to the Current Report on Form 8-K filed by the Issuer on December 23, 2011.
- 15 Master Agreement, dated as of December 23, 2011, by and among Purchaser, Total and Issuer, incorporated herein by reference to Exhibit 10.2 to the Current Report on Form 8-K filed by the Issuer on December 23, 2011.
- 16 Second Amendment to Credit Support Agreement, dated as of December 12, 2011, by and between Total and Issuer, incorporated herein by reference to Exhibit 10.3 to the Current Report on Form 8-K filed by the Issuer on December 23, 2011.
- 17 Second Amendment to Affiliation Agreement, dated as of December 23, 2011, by and between Purchaser and Issuer, incorporated herein by reference to Exhibit 10.4 to the Current Report on Form 8-K filed by the Issuer on December 23, 2011.
- 18 Liquidity Support Agreement, dated February 28, 2012, by and among Issuer, Total and the U.S. Department of Energy, acting by and through the Secretary of Energy, incorporated herein by reference to Exhibit 10.89 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 19 Compensation and Funding Agreement, dated February 28, 2012, by and between Issuer and Total, incorporated herein by reference to Exhibit 10.90 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 20 Amendment No. 3 to Affiliation Agreement, dated February 28, 2012, by and between Purchaser and Issuer, incorporated herein by reference to Exhibit 10.91 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 21 Warrant to Purchase Common Stock, dated February 28, 2012, issued by Issuer to Purchaser, incorporated herein by reference to Exhibit 10.92 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 22 Revolving Credit and Convertible Loan Agreement, dated February 28, 2012, by and between Purchaser and Issuer, incorporated herein by reference to Exhibit 10.93 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 23 Private Placement Agreement, dated February 28, 2012, by and between Purchaser and Issuer, incorporated herein by reference to Exhibit 10.94 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 24 Form of Warrant to Purchase Common Stock, incorporated herein by reference to Exhibit 10.95 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 25 Form of Guarantee from Total and Bank, incorporated herein by reference to Exhibit 10.96 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 26 Form of Convertible Term Loan Note, incorporated herein by reference to Exhibit 10.97 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 27 Revolving Loan Note, dated February 28, 2012, issued by Issuer to Purchaser, incorporated herein by reference to Exhibit 10.98 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.

- 28 Form of Terms Agreement incorporated herein by reference to Exhibit 10.99 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 29 Amendment No. 4 to Affiliation Agreement, dated August 10, 2012, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q filed by the Issuer on November 2, 2012.
- 30 Amendment No. 1 to Compensation and Funding Agreement, dated August 10, 2012, by and between the Issuer and Total, incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed by the Issuer on November 2, 2012.
- 31 Third Amendment to Credit Support Agreement, dated as of December 14, 2012, by and between Total and the Issuer, incorporated herein by reference to Exhibit 10.34 to the Annual Report on Form 10-K filed by the Issuer on February 25, 2013.
- 32 Amendment No. 1 to Master Agreement, dated February 20, 2013, by and among the Issuer and Total, incorporated herein by reference to Exhibit 10.98 to the Annual Report on Form 10-K filed by the Issuer on February 25, 2013.
- 33 Purchase Agreement, dated as of May 22, 2013, by and among the Issuer and Deutsche Bank Securities Inc., as representative of the initial purchasers, incorporated herein by reference to Exhibit 33 to the Schedule 13D filed with the Issuer on June 6, 2013.
- 34 Amendment to Registration Rights Agreement, dated as of May 29, 2013, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 34 to the Schedule 13D filed with the Issuer on June 6, 2013.
- 35 Letter Agreement, dated as of June 4, 2014, by and between the Purchaser and Deutsche Bank Securities Inc., as representative of the several initial purchasers.\*

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## SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 18, 2014

TOTAL S.A.

By: /s/ Humbert de Wendel

Name: Humbert de Wendel

Title: Treasurer

TOTAL ENERGIES NOUVELLES ACTIVITÉS USA

By: /s/ Bernard Clement

Name: Bernard Clement

Title: President



## EXHIBIT INDEX

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18	Liquidity Support Agreement, dated February 28, 2012, by and among Issuer, Total and the U.S. Department of Energy, acting by and through the Secretary of Energy, incorporated herein by reference to Exhibit 10.89 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.

\* Filed herewith.

- 19 Compensation and Funding Agreement, dated February 28, 2012, by and between Issuer and Total, incorporated herein by reference to Exhibit 10.90 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 20 Amendment No. 3 to Affiliation Agreement, dated February 28, 2012, by and between Purchaser and Issuer, incorporated herein by reference to Exhibit 10.91 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 21 Warrant to Purchase Common Stock, dated February 28, 2012, issued by Issuer to Purchaser, incorporated herein by reference to Exhibit 10.92 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
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- 28 Form of Terms Agreement incorporated herein by reference to Exhibit 10.99 to the Annual Report on Form 10-K filed by the Issuer on February 29, 2012.
- 29 Amendment No. 4 to Affiliation Agreement, dated August 10, 2012, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 10.2 to the Quarterly Report on Form 10-Q filed by the Issuer on November 2, 2012.
- 30 Amendment No. 1 to Compensation and Funding Agreement, dated August 10, 2012, by and between the Issuer and Total, incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q filed by the Issuer on November 2, 2012.
- 31 Third Amendment to Credit Support Agreement, dated as of December 14, 2012, by and between Total and the Issuer, incorporated herein by reference to Exhibit 10.34 to the Annual Report on Form 10-K filed by the Issuer on February 25, 2013.
- 32 Amendment No. 1 to Master Agreement, dated February 20, 2013, by and among the Issuer and Total, incorporated herein by reference to Exhibit 10.98 to the Annual Report on Form 10-K filed by the Issuer on February 25, 2013.
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- 34 Amendment to Registration Rights Agreement, dated as of May 29, 2013, by and between Purchaser and the Issuer, incorporated herein by reference to Exhibit 34 to the Schedule 13D filed with the Issuer on June 6, 2013.
- 35 Letter Agreement, dated as of June 4, 2014, by and between the Purchaser and Deutsche Bank Securities Inc., as representative of the several initial purchasers. \*

**JOINT FILING AGREEMENT**

Each of the undersigned hereby agrees that this statement on Schedule 13D is being filed with the Securities and Exchange Commission on behalf of each of the undersigned pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended.

Dated: June 18, 2014

TOTAL S.A.

By: /s/ Humbert de Wendel

Name: Humbert de Wendel

Title: Treasurer

TOTAL ENERGIES NOUVELLES ACTIVITÉS USA

By: /s/ Bernard Clement

Name: Bernard Clement

Title: President

EXECUTION VERSION

June 4, 2014

CONFIDENTIAL

Deutsche Bank Securities Inc.  
As Representative of the Several Initial Purchasers

c/o Deutsche Bank Securities Inc.  
60 Wall Street, 4th Floor  
New York, New York 10005

Re: SunPower Corporation  
Senior Convertible Debentures due 2021

Ladies and Gentlemen:

We refer to the purchase agreement expected to be entered into on or around [June 5, 2014] (the “**Purchase Agreement**”) between SunPower Corporation (the “**Company**”) and Deutsche Bank Securities Inc. (“**DBSI**”), as Representative of the several Initial Purchasers to be named therein (the “**Initial Purchasers**”), with respect to the Senior Convertible Debentures due 20[21] (the “**Securities**”) proposed to be sold by the Company thereunder to the Initial Purchasers and issued pursuant to an indenture (the “**Indenture**”) to be entered into between the Company and Wells Fargo Bank National Association, as trustee. This letter agreement (the “**Letter Agreement**”), when agreed to and accepted by DBSI, will evidence the agreement between the Initial Purchasers and Total Energies Nouvelles Activités USA, a *société par actions simplifiée* organized under the laws of the Republic of France (the “**Acquiring Party**”), regarding the commitment (the “**Commitment**”) by the Acquiring Party to purchase Securities from the Initial Purchasers, which Securities the Initial Purchasers will acquire in connection with the offering of the Securities pursuant to the Purchase Agreement (the “**Offering**”). As used herein, “**Underlying Securities**” means the shares of common stock of the Company, par value \$0.001 per share, into which the Securities are convertible.

In consideration of the mutual covenants and agreements of the parties herein, the Acquiring Party and the Initial Purchasers agree as follows:

1. The Acquiring Party agrees that the Commitment consists of its obligation to purchase, in the aggregate, \$250 million of the aggregate principal amount of the Securities to be issued in the Offering or, if less, 63% of the aggregate principal amount of the Securities to be issued in the Offering, rounded down to the nearest integral multiple of \$1,000 (the “**Aggregate Purchase Amount**”).
2. The Acquiring Party hereby acknowledges and agrees that the purchase price for the Securities shall be equal to the initial offering price of the Securities as set forth on the cover of the final offering memorandum relating to the Offering (the “**Purchase Price**”).

3. The Initial Purchasers hereby covenant and agree, severally and not jointly, that they will in the aggregate sell to the Acquiring Party the Aggregate Purchase Amount of the Securities at the Purchase Price.

4. The Acquiring Party hereby acknowledges, represents and warrants, and agrees with each of the Initial Purchasers that:

(a) the Acquiring Party (i) is (A) a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act of 1933, as amended (the “**Securities Act**”) or (B) an institutional “accredited investor” within the meaning of Rule 501(a)(1)(3) or (7) of the Securities Act; (ii) is aware that the sale to it is being made in reliance on Rule 144A or another applicable exemption under the Securities Act; and (iii) is acquiring the Securities for its own account and not with a view to any distribution of the Securities;

(b) (i) the Securities are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act; (ii) the Securities have not been and will not be registered under the Securities Act or qualified under any state or foreign securities laws; (iii) the Securities may not be offered for sale, sold, assigned or transferred unless the Securities are registered or an exemption from the registration and prospectus delivery requirements of the Securities Act is available; and (iv) there is no assurance that such an exemption from registration will ever be available or that the Securities will ever be able to be sold;

(c) (i) the Securities will be delivered in registered form only; (ii) the certificate delivered in respect of the Securities will bear a legend as set forth in the Indenture for the Securities to the effect of paragraph (b) above; and (iii) such certificate for the Securities will be reissued without such legend only in the event of a disposition of the Securities in accordance with the relevant provisions of the Indenture governing the Securities; and

(d) it (i) has all requisite power and authority to enter into this Letter Agreement and perform its obligations hereunder; (ii) has taken all necessary action to duly authorize the execution, delivery and performance of this Letter Agreement and the consummation of the transactions contemplated hereby; and (iii) has duly executed and delivered this Letter Agreement and, assuming due execution and delivery by DBSI, this Letter Agreement constitutes a valid and binding obligation of the Acquiring Party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, re-organization, moratorium or similar laws affecting the enforcement of creditors’ rights generally or by equitable principles relating to enforceability, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or equity), and except that rights to indemnity and contribution under this Letter Agreement may be limited by applicable law and public policy.

5. The Acquiring Party acknowledges and agrees that, so long as the Acquiring Party is an “affiliate” of the Company (as such term is defined in Rule 144 (“**Rule 144**”) promulgated under the Securities Act) it will not, nor will it permit any of its affiliates to, for a period of one year from the date of issuance, resell any of the Securities or the Underlying Securities that have been acquired by any of them, other than (i) pursuant to an effective resale registration statement under the Securities Act, (ii) pursuant to the exemption from registration provided by Rule 144, if available, or (iii) pursuant to any other available exemption from the registration requirements of the Securities Act so long as, in the case of any transfer pursuant to clause (iii), the transferee agrees to be bound by the restrictions applicable to the Acquiring Party for so long as such transferred Securities or Underlying Securities, as the case may be, constitute “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act and to accept such Securities or Underlying Securities, as the case may be, in registered definitive certificated form.

6. The Acquiring Party acknowledges and agrees that (i) the purchase and sale of the Securities pursuant to this Letter Agreement is an arm’s-length commercial transaction between the Acquiring Party and the Initial Purchasers, (ii) in connection therewith and with the process leading to such transaction each of the Initial Purchasers is acting solely as a principal and not the agent or fiduciary of the Acquiring Party, (iii) none of the Initial Purchasers has assumed an advisory or fiduciary responsibility in favor of the Acquiring Party with respect to the Offering or the purchase contemplated hereby or the process leading thereto irrespective of whether such Initial Purchaser has advised or is currently advising the Acquiring Party on other matters or any other obligation to the Acquiring Party except the obligations expressly set forth in this Letter Agreement, and (iv) none of the Initial Purchasers nor any person representing the Initial Purchasers has made any representation with respect to the Company or the Offering.

7. The Acquiring Party acknowledges and agrees that the Company may rely on the representations, warranties and covenants given by it herein as if the Company were a party to this Letter Agreement.

8. As of the date hereof, the Acquiring Party shall enter into a lock-up agreement with the Initial Purchasers, substantially in the form attached hereto as Exhibit A (the “**Lock-Up Agreement**”).

9. Each of the Initial Purchasers and the Acquiring Party hereby acknowledge and agree that the Initial Purchasers’ obligation to sell the Securities, and the Acquiring Party’s obligation to buy the Securities, is expressly subject to the consummation of the Offering upon the terms and conditions set forth in the Purchase Agreement. The agreements contained herein shall terminate upon receipt by the Acquiring Party of written notice of a decision by the Initial Purchasers not to proceed with the Offering.

10. This Letter Agreement shall terminate and be of no further force and effect if (i) the Purchase Agreement is not executed within four business days hereof, (ii) in the event the Purchase Agreement is executed but the closing of the Offering does not occur as a result of a termination of the Purchase Agreement prior to such scheduled closing, or (iii) in the event that the Company notifies the Initial Purchasers in writing that it has decided to abandon the Offering to the Initial Purchasers; *provided*, that in the event of any such termination, the provisions of paragraphs (11) and (13) shall survive such termination.

11. The Acquiring Party agrees to indemnify and hold each of the Initial Purchasers harmless, and each person, if any, who controls such Initial Purchaser within the meaning of either Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended, from and against any and all direct losses, claims, damages, liabilities and expenses arising out of or based upon (i) an inaccuracy or breach of any representations or warranties of the Acquiring Party in this Letter or (ii) any failure by the Acquiring Party to perform any agreement or obligation hereunder.

12. The Letter Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, and no other person shall have any rights or obligations hereunder. Neither the Initial Purchasers nor the Acquiring Party may assign (whether by operation of law or otherwise) the obligations set forth herein.

13. Each of the Initial Purchasers, severally and not jointly, and the Acquiring Party hereby agrees and acknowledges that any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Letter Agreement (a “**Claim**”) may be commenced, prosecuted or continued in any court of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have jurisdiction over the adjudication of such matters, and the Acquiring Party consents to the exclusive jurisdiction of such courts and personal service with respect thereto and waives to the extent permitted by applicable law any objection to such venue. Each party hereto waives to the extent permitted by applicable law any right to trial by jury in any action, claim, suit or proceeding with respect to the matters contained herein. The Acquiring Party agrees to the extent permitted by applicable law that a final judgment in any such action, proceeding or counterclaim brought in any such court shall be conclusive and binding upon it and may be enforced in any other courts to the jurisdiction of which the Acquiring Party is or may be subject, by suit upon such judgment.

14. This Letter Agreement and the Lock-Up Agreement constitutes the full and entire understanding and agreement between the parties hereto with regard to the subject matter hereof and supersedes all prior oral or written (and all contemporaneous oral) agreements or understandings with respect to the subject matter hereof.

15. THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE LAWS OF THE STATE OF NEW YORK.

16. This Letter Agreement may be executed in multiple counterpart copies, each of which shall be considered an original and all of which shall constitute one and the same instrument binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart.

*[Remainder of page intentionally left blank]*



Please confirm your agreement with the foregoing by signing this Letter Agreement in the space provided below as confirmation of our mutual understandings and agreements, whereupon this Letter Agreement shall become a binding agreement by and among the parties hereto.

Very truly yours,

**TOTAL ENERGIES NOUVELLES ACTIVITÉS USA**

By: /s/ Jean-Yves Dallin

Name: Jean-Yves Dallin  
Title: Managing Director

[Signature Page to Commitment Letter Agreement]

AGREED AND ACCEPTED:

## DEUTSCHE BANK SECURITIES INC.

Acting on behalf of itself and as  
Representative of the several  
Initial Purchasers

## DEUTSCHE BANK SECURITIES INC.

By: /s/ Andrew Yaeger  
Name: Andrew Yaeger  
Title: Managing Director

By: /s/ Andrew Clark  
Name: Andrew Clark  
Title: Director

[Signature Page to Commitment Letter Agreement]

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**EXHIBIT A**

Form of Lock-Up Agreement

SunPower Corporation  
77 Rio Robles  
San Jose, CA 95134

Deutsche Bank Securities Inc.  
As Representative of the Several Initial Purchasers,

c/o Deutsche Bank Securities Inc.  
60 Wall Street, 4th Floor  
New York, New York 10005

Ladies and Gentlemen:

As an inducement to the Initial Purchasers to execute the Purchase Agreement, pursuant to which the offering will be made of Senior Convertible Debentures due 2021 (the “**Debentures**”) of SunPower Corporation, and any successor (by merger or otherwise) thereto (the “**Company**”), such Debentures to be convertible into shares of Common Stock, the undersigned hereby agrees that during the period specified in the following paragraph (the “**Lock-Up Period**”), the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of Common Stock or securities convertible into or exchangeable or exercisable for any shares of Common Stock, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such aforementioned transaction is to be settled by delivery of the Common Stock or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Deutsche Bank Securities Inc. In addition, the undersigned agrees that, without the prior written consent of Deutsche Bank Securities Inc., it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any Common Stock or any security convertible into or exercisable or exchangeable for the Common Stock. Shares of Company common stock, par value \$0.001, regardless of class, are referred to herein as “**Common Stock**.”

The Lock-Up Period will commence on the date of this Lock-Up Agreement and continue and include the date 90 days after the initial purchase date set forth on the final offering memorandum used to sell the Securities (the “**Private Offering Date**”) pursuant to the Purchase Agreement, to which you are or expect to become parties.

Except as provided in this paragraph, any Common Stock received upon exercise of options granted to the undersigned will also be subject to this Agreement. Any Common Stock acquired by the undersigned in the open market will not be subject to this Agreement. The acquisition of any Common Stock pursuant to the settlement of restricted stock units and, in connection therewith, any forfeitures, sales or transfers to satisfy tax withholding and remittance obligations of the undersigned in connection with the vesting of such restricted stock units will not be subject to this Agreement. A transfer of Common Stock to a family member, trust, affiliate, partner or member of such person, or as a bona fide gift, may be made, provided the transferee agrees to be bound in writing by the terms of this Agreement prior to such transfer and no filing by any party (donor, donee, transferor or transferee) under the Securities Exchange Act of 1934 shall be required or shall be voluntarily made in connection with such transfer (other than a filing on a Form 5 made after the expiration of the Lock-Up Period). Any securities sold in accordance with a plan entered into pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, and existing prior to the date hereof, will not be subject to this Agreement. In addition, notwithstanding anything herein, this letter agreement shall not restrict, or be deemed to restrict, the undersigned from entering into any new, or renewing or amending any existing plan adopted and established pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended; provided that in connection with the entry, renewal or amendment of such plan, no Securities shall be scheduled for sale thereunder during the Lock-Up Period; and provided further, that the undersigned agrees not to issue, or have on the undersigned’s behalf issued, a press release or to make a filing with the Securities and Exchange Commission, unless required by law.

In furtherance of the foregoing, the Company and its transfer agent and registrar are hereby authorized to decline to make any transfer of shares of Securities 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 if the Private Offering Date shall not have occurred on or before July 31, 2014. **This agreement shall be governed by, and construed in accordance with, the laws of the State of New York.**

*[Signature page follows]*

Very truly yours,

Name:  
Title: