

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report: January 2026

Commission File Number: 001-39368

**MAXEON SOLAR TECHNOLOGIES, LTD.
(Exact Name of registrant as specified in its charter)**

**38 Beach Road #23-11
South Beach Tower
Singapore 189767
(Address of principal executive office)**

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F Form 40-F

Amendment of Super Senior Notes, Senior Notes and Junior Notes

On January 23, 2026, Maxeon Solar Technologies, Ltd. (the “**Company**”) entered into (a) a supplemental indenture (the “**Super Senior Notes Supplemental Indenture**”) to the indenture dated June 20, 2024 (the “**Super Senior Notes Indenture**”), relating to the 9.00% Convertible First Lien Senior Secured Notes due 2029 (the “**Super Senior Notes**”), by and among, Maxeon Solar Technologies, Ltd. (the “**Company**”), Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee; (b) a supplemental indenture (the “**Senior Notes Supplemental Indenture**”) to the indenture dated August 17, 2022 (as amended from time to time, the “**Senior Notes Indenture**”), relating to the Variable-Rate Convertible First Lien Senior Secured Notes due 2029 (the “**Senior Notes**”), by and among, the Company, Deutsche Bank Trust Company Americas, as trustee and DB Trustees (Hong Kong) Limited, as the collateral trustee; and (c) a supplemental indenture (the “**Junior Notes Supplemental Indenture**”) to the indenture dated June 20, 2024 (the “**Junior Notes Indenture**”), relating to the Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028 (the “**Junior Notes**”), by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, as trustee, and DB Trustees (Hong Kong) Limited, as the collateral trustee. The term “Supplemental Indenture” shall refer to any of the Super Senior Notes Supplemental Indenture, the Senior Notes Supplemental Indenture, or the Junior Notes Supplemental Indenture, as the case may be.

Super Senior Notes Supplemental Indenture

The Super Senior Notes Supplemental Indenture amended the Super Senior Notes Indenture to:

- (i) permit the disposition (the “**Proposed Malaysia Disposition**”) of 100% of shares of SunPower Malaysia Manufacturing Sdn Bhd (“**SunPower Malaysia**”) to an independent third party; and
- (ii) in connection with the Proposed Malaysia Disposition, upon the consummation of the Proposed Malaysia Disposition, automatically release the security interest over the shares of SunPower Malaysia.

Senior Notes Supplemental Indenture

The Senior Notes Supplemental Indenture amended the Senior Notes Indenture to:

- (i) permit the Proposed Malaysia Disposition; and
- (ii) in connection with the Proposed Malaysia Disposition, upon the consummation of the Proposed Malaysia Disposition, automatically release the security interest over the shares of SunPower Malaysia.

Junior Notes Supplemental Indenture

The Junior Notes Supplemental Indenture amended the Junior Notes Indenture to, upon the consummation of the Proposed Malaysia Disposition, automatically release the security interest over the shares of SunPower Malaysia.

The Company is expected to enter into the definitive agreement relating to the Proposed Malaysia Disposition on or about the date of this current report, which is expected to be announced through a separate current report. To the extent appropriate, the Company will announce any update through additional current reports or other filings pursuant to the Exchange Act (as defined below).

The foregoing description is only a summary and is qualified in its entirety by reference to each of the Super Senior Notes Supplemental Indenture, the Senior Notes Supplemental Indenture and the Junior Notes Supplemental Indenture, respectively, that is attached to this Form 6-K as an exhibit, and incorporated herein by reference.

Incorporation by Reference

The information contained in this report is hereby incorporated by reference into the Company’s registration statements on Form F-3 ([File No. 333-268309](#)), Form S-8 ([File No. 333-277501](#)), Form S-8 ([File No. 333-241709](#)),

Form S-8 ([File No. 333-283187](#)) and Form S-8 ([File No. 333-290336](#)), each filed with the Securities and Exchange Commission.

Forward-Looking Statements

This current report on Form 6-K contains “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), including but not limited to, statements regarding the Company’s anticipated use of the net proceeds from the Proposed Malaysia Disposition. The forward-looking statements can be also identified by terminology such as “may,” “might,” “could,” “will,” “aims,” “expects,” “anticipates,” “future,” “intends,” “plans,” “believes,” “estimates” and similar statements.

These forward-looking statements are based on our current assumptions, expectations and beliefs and involve substantial risks and uncertainties that may cause results, performance or achievement to materially differ from those expressed or implied by these forward-looking statements. These statements are not guarantees of future performance and are subject to a number of risks. The reader should not place undue reliance on these forward-looking statements, as there can be no assurances that the plans, initiatives or expectations upon which they are based will occur. A detailed discussion of factors that could cause or contribute to such differences and other risks that affect our business is included in filings we make with the Commission from time to time, including our most recent report on Form 20-F, particularly under the heading “Risk Factors”. Copies of these filings are available online from the SEC at www.sec.gov, or on the SEC Filings section of our Investor Relations website at <https://corp.maxeon.com/investor-relations>. All forward-looking statements in this current report on Form 6-K are based on information currently available to us, and we assume no obligation to update these forward-looking statements in light of new information or future events.

EXHIBIT INDEX

Exhibit No.	Description
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99.1	Supplemental Indenture No. 10, dated January 23, 2026, to the indenture dated August 17, 2022, as amended, relating to the Variable-Rate Convertible First Lien Senior Secured Notes due 2029, by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee.
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99.2	Supplemental Indenture No. 4, dated January 23, 2026, to the indenture dated June 20, 2024, relating to the 9.00% Convertible First Lien Senior Secured Notes due 2029, by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee.
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99.3	Supplemental Indenture No. 3, dated January 23, 2026, to the indenture dated June 20, 2024, relating to the Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028, by and among, Maxeon Solar Technologies, Ltd., Deutsche Bank Trust Company Americas, as trustee, DB Trustees (Hong Kong) Limited, as the collateral trustee.
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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, thereunto duly authorized.

MAXEON SOLAR TECHNOLOGIES, LTD. (Registrant)

Date: January 23, 2026

By: /s/ Dmitri Hu

Name:
Title:

Dmitri Hu
Chief Financial Officer

SUPPLEMENTAL INDENTURE NO. 10

SUPPLEMENTAL INDENTURE No. 10 (this “**Supplemental Indenture**”) dated as of January 23, 2026 among Maxeon Solar Technologies, Ltd. (or its successor) (the “**Company**”), Deutsche Bank Trust Company Americas, as trustee (the “**Trustee**”) and DB Trustees (Hong Kong) Limited as collateral trustee (the “**Collateral Trustee**”), under the indenture referred to below.

WHEREAS the Company (or its successor) has heretofore executed and delivered to the Trustee, the Collateral Trustee and the Philippine Supplemental Collateral Trustee an indenture (as amended by (a) that certain Supplemental Indenture No. 1, dated September 30, 2022, by and among the Company, the Trustee and the Collateral Trustee, (b) that certain Supplemental Indenture No. 2, dated October 14, 2022, by and among the Company, SunPower Systems Sàrl, the Trustee and the Collateral Trustee, (c) that certain Supplemental Indenture No. 3, dated October 14, 2022, by and among the Company, SunPower Philippines Manufacturing Ltd., the Trustee, the Collateral Trustee and the Philippine Supplemental Collateral Trustee, (d) that certain Supplemental Indenture No. 4, dated November 13, 2023, by and among the Company, the Trustee and the Collateral Trustee, (e) that certain Supplemental Indenture No. 5, dated January 30, 2024, by and among the Company and the Trustee, (f) that certain Supplemental Indenture No. 6, dated May 31, 2024, by and among the Company, the Trustee, the Collateral Trustee and the Supplemental Collateral Trustee named therein, (g) that certain Supplemental Indenture No. 7, dated June 20, 2024, by and among the Company, the Trustee, the Collateral Trustee and the Philippine Supplemental Collateral Trustee, (h) that certain Supplemental Indenture No. 8, dated January 26, 2025, by and among the Company, the Trustee, the Collateral Trustee and the Philippine Supplemental Collateral Trustee, and (i) that certain Supplemental Indenture No. 9, dated February 18, 2025, by and among the Company, the Trustee and the Collateral Trustee, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”) dated as of August 17, 2022, relating to the Company’s Variable-Rate Convertible First Lien Senior Secured Notes due 2029 (the “**Notes**”);

WHEREAS the Indenture provides that, pursuant to Section 8.02 of the Indenture, the Company and the Trustee may, subject to Sections 8.01, 8.03, 7.05 and 7.08 of the Indenture and clauses (i) to (x) of Section 8.02(A) of the Indenture, amend or supplement any provision of the Indenture with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding;

WHEREAS pursuant to an Acknowledgement Letter dated January 23, 2026 (the “**Acknowledgement Letter**”) to a Letter of Consent dated January 23, 2026 (the “**Letter of Consent**”), Zhonghuan Singapore Investment and Development Pte. Ltd., in its capacity as the Holder of 100% outstanding principal amount of the Notes, consents to the execution and delivery of this Supplemental Indenture and the amendments to the Indenture set forth herein;

WHEREAS the Indenture provides that, pursuant to Section 11.05(A) of the Indenture, subject to the terms of the Intercreditor Agreement and applicable law, the Liens securing the Obligations on the applicable Collateral shall be automatically terminated and released without further action by any party (other than satisfaction of any requirements in the Security Documents, if any), in whole or in part, upon any Disposition of any portion of Collateral

in accordance with a Disposition permitted under the terms of any Indenture Document (other than a Disposition to a Company Indenture Party);

WHEREAS the Indenture provides that, pursuant to Section 8.01(N) of the Indenture, the Company and the Trustee may amend or supplement the Indenture Documents without the consent of any Holder to effect, confirm and evidence the release, termination or discharge or any guarantee of or Lien of securing the Notes when such release, termination or discharge is permitted by the Indenture Documents; and

WHEREAS pursuant to Section 8.02 of the Indenture, the Company and the Trustee are authorized to execute and deliver this Supplemental Indenture;

WHEREAS pursuant to Section 11.05(B) of the Indenture, without the necessity of any consent of or notice to the Trustee or any Holder of the Notes, any Company Indenture Party may request and instruct the Collateral Trustee to, on behalf of each Holder of Notes, execute and deliver to any Company Indenture Party, as the case may be, for the benefit of any Person, such release documents a may be reasonable requested, or all or any Liens held by the Collateral Trustee in any Collateral securing the Obligations and the Collateral Trustee shall as soon as practicable take such actions provided that any such release complies with and is expressly permitted in accordance with the terms of this Indenture, the Security Documents and the Intercreditor Agreement and is accompanied by an Officer's Certificate and an Opinion of Counsel;

WHEREAS pursuant to the Letter of Consent, the Company has requested and instructed the Collateral Trustee to effect the release of the security over the Malaysia Assets and pursuant to the Acknowledgement Letter, the Collateral Trustee has acknowledged such request and instruction;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Trustee and the Collateral Trustee mutually covenant and agree for the equal and ratable benefit of the Holders (as defined in the Indenture) as follows:

1. **Defined Terms.** As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. **Amendments to Section 1.01 of the Indenture.** Section 1.01 of the Indenture is hereby amended as follows (additions shown in double-underline):

““Malaysia Assets” means 100% of the shares of SunPower Malaysia Manufacturing Sdn Bhd.”

3. **Amendments to Section 3.15 of the Indenture.** Section 3.15 of the Indenture is hereby amended as follows (deletions shown in ~~strike through~~ and additions shown in double-underline):

“(V) is a Disposition of all or any part of the Philippine Target Assets and

Liabilities; ~~and~~

(W) is a Disposition of all or any part of the Birch Assets; and

(X) is a Disposition of all or any part of the Malaysia Assets.”

4. **Amendments to Section 6.01 of the Indenture.** Section 6.01(B) of the Indenture is hereby amended as follows (additions shown in double-underline):

“(iii) before the effective time of any Guarantor Business Combination Event, the Company and the Guarantor, as applicable, will deliver to the Trustee an Officer’s Certificate and Opinion of Counsel, each stating that (i) such Guarantor Business Combination Event (and, if applicable, the related supplemental indenture) comply with Section 6.01(B); and (ii) all conditions precedent to such Guarantor Business Combination Event provided in this Indenture have been satisfied;

provided, however, that neither this Section 6.01(B) nor any other provision in this Indenture is intended, or shall be construed, to prohibit or restrict in any manner the Disposition permitted under Section 3.15(V) or Section 3.15(X).”

5. **Release of Certain Collateral.**

Pursuant to Section 11.05(A) of the Indenture, only to the extent the Malaysia Assets is Disposed as permitted under the Indenture, the Liens securing the Obligations on the Malaysia Assets shall be released automatically upon the consummation, or the completion of the relevant Disposition permitted under Section 3.15(X) of the Indenture.

6. **Ratification of Indenture; Supplemental Indentures Part of Indenture.** Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder shall be bound hereby.

7. **Governing Law.** THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

8. **Trustee and Collateral Trustee Make No Representation.** The Trustee and the Collateral Trustee make no representation as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

9. **Counterparts.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

10. **Effect of Headings.** The Section headings herein are for convenience only

and shall not affect the construction thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

MAXEON SOLAR TECHNOLOGIES, LTD.

By: /s/ Dmitri Hu
Name: Dmitri Hu
Title: Chief Financial Officer

**DEUTSCHE BANK TRUST COMPANY AMERICAS, AS
TRUSTEE, REGISTRAR, PAYING AGENT, CONVERSION
AGENT**

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President

By: /s/ Peter Bono
Name: Peter Bono
Title: AVP

**DB TRUSTEES (HONG KONG) LIMITED, AS COLLATERAL
TRUSTEE**

By: /s/ Christy Lau
Name: Christy Lau
Title: Authorized Signatory

By: /s/ Lawrence Li
Name: Lawrence Li
Title: Authorized Signatory

SUPPLEMENTAL INDENTURE NO. 4

SUPPLEMENTAL INDENTURE No. 4 (this “**Supplemental Indenture**”) dated as of January 23, 2026 among Maxeon Solar Technologies, Ltd. (or its successor) (the “**Company**”), Deutsche Bank Trust Company Americas, as trustee (the “**Trustee**”) and DB Trustees (Hong Kong) Limited as collateral trustee (the “**Collateral Trustee**”), under the indenture referred to below.

WHEREAS the Company (or its successor) has heretofore executed and delivered to the Trustee, the Collateral Trustee and the Philippine Supplemental Collateral Trustee an indenture, dated as of June 20, 2024, (as amended by that (i) certain Supplemental Indenture No. 1, dated January 26, 2025, by and among the Company, the Trustee, the Collateral Trustee and the Philippine Supplemental Collateral Trustee as named therein, (ii) certain Supplemental Indenture No. 2, dated February 18, 2025, by and among the Company, the Trustee and the Collateral Trustee, and (iii) certain Supplemental Indenture No. 3, dated April 29, 2025, by and among the Company and the Trustee, and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”) relating to the Company’s 9.00% Convertible First Lien Senior Secured Notes due 2029 (the “**Notes**”);

WHEREAS the Indenture provides that, pursuant to Section 8.02 of the Indenture, the Company and the Trustee may, subject to Sections 8.01, 8.03, 7.05 and 7.08 of the Indenture and clauses (i) to (x) of Section 8.02(A) of the Indenture, amend or supplement any provision of the Indenture with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding;

WHEREAS pursuant to an Acknowledgement Letter dated January 23, 2026 (the “**Acknowledgement Letter**”) to a Letter of Consent dated January 23, 2026 (the “**Letter of Consent**”), Zhonghuan Singapore Investment and Development Pte. Ltd., in its capacity as the Holder of 100% outstanding principal amount of the Notes, consents to the execution and delivery of this Supplemental Indenture and the amendments to the Indenture set forth herein;

WHEREAS the Indenture provides that, pursuant to Section 11.05(A) of the Indenture, subject to the terms of the Intercreditor Agreement and applicable law, the Liens securing the Obligations on the applicable Collateral shall be automatically terminated and released without further action by any party (other than satisfaction of any requirements in the Security Documents, if any), in whole or in part, upon any Disposition of any portion of Collateral in accordance with a Disposition permitted under the terms of any Indenture Document (other than a Disposition to a Company Indenture Party);

WHEREAS the Indenture provides that, pursuant to Section 8.01(N) of the Indenture, the Company and the Trustee may amend or supplement the Indenture Documents without the consent of any Holder to effect, confirm and evidence the release, termination or discharge or any guarantee of or Lien of securing the Notes when such release, termination or discharge is permitted by the Indenture Documents; and

WHEREAS pursuant to Section 8.02 of the Indenture, the Company and the Trustee

are authorized to execute and deliver this Supplemental Indenture;

WHEREAS pursuant to Section 11.05(B) of the Indenture, without the necessity of any consent of or notice to the Trustee or any Holder of the Notes, any Company Indenture Party may request and instruct the Collateral Trustee to, on behalf of each Holder of Notes, execute and deliver to any Company Indenture Party, as the case may be, for the benefit of any Person, such release documents as may be reasonably requested, or all or any Liens held by the Collateral Trustee in any Collateral securing the Obligations and the Collateral Trustee shall as soon as practicable take such actions provided that any such release complies with and is expressly permitted in accordance with the terms of this Indenture, the Security Documents and the Intercreditor Agreement and is accompanied by an Officer's Certificate and an Opinion of Counsel;

WHEREAS pursuant to the Letter of Consent, the Company has requested and instructed the Collateral Trustee to effect the release of the security over the Malaysia Assets and pursuant to the Acknowledgement Letter, the Collateral Trustee has acknowledged such request and instruction;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Trustee and the Collateral Trustee mutually covenant and agree for the equal and ratable benefit of the Holders (as defined in the Indenture) as follows:

1. **Defined Terms.** As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. **Amendments to Section 1.01 of the Indenture.** Section 1.01 of the Indenture is hereby amended as follows (additions shown in double-underline):

““Malaysia Assets” means 100% of the shares of SunPower Malaysia Manufacturing Sdn Bhd.”

3. **Amendments to Section 3.15 of the Indenture.** Section 3.15 of the Indenture is hereby amended as follows (deletions shown in ~~strike through~~ and additions shown in double-underline):

~~“(V) is a Disposition of all or any part of the Philippine Target Assets and Liabilities; and~~

~~(W) is a Disposition of all or any part of the Birch Assets; and~~

“(X) is a Disposition of all or any part of the Malaysia Assets.”

4. **Amendments to Section 6.01 of the Indenture.** Section 6.01(B) of the Indenture is hereby amended as follows (additions shown in double-underline):

“(iii) before the effective time of any Guarantor Business Combination Event, the

Company and the Guarantor, as applicable, will deliver to the Trustee an Officer's Certificate and Opinion of Counsel, each stating that (i) such Guarantor Business Combination Event (and, if applicable, the related supplemental indenture) comply with Section 6.01(B); and (ii) all conditions precedent to such Guarantor Business Combination Event provided in this Indenture have been satisfied;

provided, however, that neither this Section 6.01(B) nor any other provision in this Indenture is intended, or shall be construed, to prohibit or restrict in any manner the Disposition permitted under Section 3.15(V) or Section 3.15(X)."

5. Release of Certain Collateral.

Pursuant to Section 11.05(A) of the Indenture, only to the extent the Malaysia Assets is Disposed as permitted under the Indenture, the Liens securing the Obligations on the Malaysia Assets shall be released automatically upon the consummation, or the completion of the relevant Disposition permitted under Section 3.15(X) of the Indenture.

6. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder shall be bound hereby.

7. Governing Law. THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

8. Trustee and Collateral Trustee Make No Representation. The Trustee and the Collateral Trustee make no representation as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

9. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

MAXEON SOLAR TECHNOLOGIES, LTD.

By: /s/ Dmitri Hu
Name: Dmitri Hu
Title: Chief Financial Officer

**DEUTSCHE BANK TRUST COMPANY AMERICAS, AS
TRUSTEE, REGISTRAR, PAYING AGENT, CONVERSION
AGENT**

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President

By: /s/ Peter Bono
Name: Peter Bono
Title: AVP

**DB TRUSTEES (HONG KONG) LIMITED, AS COLLATERAL
TRUSTEE**

By: /s/ Christy Lau
Name: Christy Lau
Title: Authorized Signatory

By: /s/ Lawrence Li
Name: Lawrence Li
Title: Authorized Signatory

[SIGNATURE PAGE TO SUPPLEMENTAL INDENTURE]

SUPPLEMENTAL INDENTURE NO. 3

SUPPLEMENTAL INDENTURE No. 3 (this “**Supplemental Indenture**”) dated as of January 23, 2026 among Maxeon Solar Technologies, Ltd. (or its successor) (the “**Company**”), Deutsche Bank Trust Company Americas, as trustee (the “**Trustee**”) and DB Trustees (Hong Kong) Limited as collateral trustee (the “**Collateral Trustee**”), under the indenture referred to below.

WHEREAS the Company (or its successor) has heretofore executed and delivered to the Trustee, the Collateral Trustee and the Philippine Supplemental Collateral Trustee an indenture, dated as of June 20, 2024 (as amended by (i) that certain Supplemental Indenture No. 1, dated January 26, 2025, by and among the Company, the Trustee, the Collateral Trustee and the Philippine Supplemental Collateral Trustee as named therein, (ii) that certain Supplemental Indenture No. 2, dated February 18, 2025, by and among the Company, the Trustee and the Collateral Trustee, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), relating to the Company’s Adjustable-Rate Convertible Second Lien Senior Secured Notes due 2028 (the “**Notes**”);

WHEREAS under the terms of each of (1) the First Lien Notes Indenture (as amended by that certain Supplemental Indenture No. 4, dated January 23, 2026, by and among the Company, the First Lien Notes Trustee and the First Lien Notes Collateral Trustee), and (2) the Amended 2029 First Lien Notes Indenture (as amended by that certain Supplemental Indenture No. 10, dated January 23, 2026, by and among the Company, the Amended 2029 First Lien Notes Trustee and the Amended 2029 First Lien Notes Collateral Trustee), the Company and the Company Indenture Parties are permitted to dispose all or any part of the shares of SunPower Malaysia Manufacturing Sdn Bhd (the “**Malaysia Assets**”) (“**Malaysia Disposition**”);

WHEREAS pursuant to Section 8.01(J) of the Indenture, the Company and the Trustee may, notwithstanding anything to the contrary in Section 8.02, amend or supplement the Indenture Documents without the consent of any Holder to effect such amendment, restatement, supplement, modification, waiver or consent in respect of the Priority Lien Debt Documents that shall apply automatically to this Indenture without the consent of any Holder in accordance with the Intercreditor Agreement;

WHEREAS the Indenture provides that, pursuant to Section 11.05(A) of the Indenture, subject to the terms of the Intercreditor Agreement and Section 11.05(D) of the Indenture, the Liens securing the Obligations on the applicable Collateral shall be automatically terminated and released without further action by any party (other than satisfaction of any requirements in the Security Documents, if any), in whole or in part, upon any disposition of any portion of Collateral in accordance with a disposition permitted under the terms of any Priority Lien Debt Document (other than a Disposition to a Company Indenture Party); *provided* that Liens on such Collateral under any Priority Lien Debt Document are also released under any such Priority Lien Debt Document substantially concurrently;

WHEREAS the Indenture provides that, pursuant to Section 8.01(N) of the Indenture, the Company and the Trustee may amend or supplement the Indenture Documents without the consent of any Holder to, among other things, effect, confirm and evidence the release,

termination or discharge or any guarantee or Lien of securing the Notes when such release, termination or discharge is permitted by the Indenture Documents;

WHEREAS pursuant to Section 8.01 of the Indenture, the Company and the Trustee are authorized to execute and deliver this Supplemental Indenture;

WHEREAS pursuant to Section 11.05(B) of the Indenture, without the necessity of any consent of or notice to the Trustee or any Holder of the Notes, any Company Indenture Party may request and instruct the Collateral Trustee to, on behalf of each Holder of Notes, execute and deliver to any Company Indenture Party, as the case may be, for the benefit of any Person, such release documents a may be reasonable requested, or all or any Liens held by the Collateral Trustee in any Collateral securing the Obligations and the Collateral Trustee shall as soon as practicable take such actions provided that any such release complies with and is expressly permitted in accordance with the terms of this Indenture, the Security Documents and the Intercreditor Agreement and is accompanied by an Officer's Certificate and an Opinion of Counsel;

WHEREAS pursuant to a Letter of Consent dated January 23, 2026 (the "**Letter of Consent**"), the Company has requested and instructed the Collateral Trustee to effect the release of the security over the Malaysia Assets (as defined below) and pursuant to an Acknowledgement Letter dated January 23, 2026 to the Letter of Consent, the Collateral Trustee has acknowledged such request and instruction;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Trustee and the Collateral Trustee mutually covenant and agree for the equal and ratable benefit of the Holders (as defined in the Indenture) as follows:

1. **Defined Terms.** As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recital hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

2. **Release of Certain Collateral.**

Pursuant to Section 11.05(A) of the Indenture, the Liens securing the Obligations on the Malaysia Assets shall be released automatically upon the consummation, or the completion of the Malaysia Disposition in accordance with the terms of any Priority Lien Debt Document.

3. **Ratification of Indenture; Supplemental Indentures Part of Indenture.** Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder shall be bound hereby.

4. **Governing Law.** THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, IS GOVERNED BY AND CONSTRUED IN

ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

5. **Trustee and Collateral Trustee Make No Representation.** The Trustee and the Collateral Trustee make no representation as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto.

6. **Counterparts.** The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

7. **Effect of Headings.** The Section headings herein are for convenience only and shall not affect the construction thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

MAXEON SOLAR TECHNOLOGIES, LTD.

By: /s/ Dmitri Hu
Name: Dmitri Hu
Title: Chief Financial Officer

**DEUTSCHE BANK TRUST COMPANY AMERICAS, AS
TRUSTEE, REGISTRAR, PAYING AGENT, CONVERSION
AGENT**

By: /s/ Mary Miselis
Name: Mary Miselis
Title: Vice President

By: /s/ Peter Bono
Name: Peter Bono
Title: AVP

**DB TRUSTEES (HONG KONG) LIMITED, AS COLLATERAL
TRUSTEE**

By: /s/ Christy Lau
Name: Christy Lau
Title: Authorized Signatory

By: /s/ Lawrence Li
Name: Lawrence Li
Title: Authorized Signatory

[SIGNATURE PAGE TO SUPPLEMENTAL INDENTURE]
