

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

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): June 26, 2019

**SUPER MICRO COMPUTER, INC.**

(Exact name of registrant specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-33383**  
(Commission File Number)

**77-0353939**  
(I.R.S. Employer  
Identification No.)

**980 Rock Avenue, San Jose, California 95131**  
(Address of principal executive offices, including Zip Code)

Registrant's telephone, including area code: (408) 503-8000

**Not Applicable**  
(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))

Securities registered or to be registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
<b>Common Stock, \$0.001 par value</b>	<b>SMCI</b>	<b>OTC</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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#### **Item 1.01 Entry into a Material Definitive Agreement**

On June 27, 2019, Super Micro Computer, Inc., a Delaware corporation (the “Company”), entered into a Second Amendment to Loan and Security Agreement (the “Second Amendment”), which amends that certain Loan and Security Agreement dated as of April 19, 2018 (as amended, restated, amended or restated, extended, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among the Company, Super Micro Computer B.V., a private limited liability company formed under the laws of the Netherlands and registered with the Trade Register of the Dutch Chamber of Commerce under number 17102792 (together with the Company, individually, a “Borrower” and collectively, the “Borrowers”), the financial institutions party to the Loan Agreement from time to time as Lenders and BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Loan Agreement.

The Second Amendment, among other things:

- a. amends the definition of “Applicable Margin” such that, after the effective date of the Second Amendment and prior to the Conversion Date, the Obligations generally bear interest at LIBOR plus (i) 2.00% if the Global Availability (as a percent of the Revolver Commitments) is greater than 50% and (ii) 2.25% if the Global Availability (as a percent of the Revolver Commitments) is less than or equal to than 50%, in each case subject to certain exceptions if LIBOR is unavailable for any reason;
- b. amends the definition of “Unused Line Fee Rate” such that the unused commitment fee required to be paid by the U.S. Borrowers equals 0.25% times the amount by which the Revolver Commitments exceed the average daily Global Revolver Usage during any month;
- c. amends the termination date of the Revolver such that, if the Conversion Date occurs, the Revolver shall terminate on the date which is five (5) years from the Conversion Date, and if the Conversion Date does not occur, June 30, 2020; and
- d. requires, so long as any Revolver Commitments or Obligations are outstanding, each Borrower to, and cause each Subsidiary to, provide certain audited financial statements to the Agent as soon as available, and in any event by no later than (i) December 31, 2019 with respect to the Fiscal Year ending June 30, 2018, (ii) March 31, 2020 with respect to the Fiscal Year ending June 30, 2019, and (iii) within 90 days after the close of each other Fiscal Year, subject to certain exceptions.

The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to the full and complete terms of the Second Amendment, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

#### **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

##### Resignation of Laura Black from the Board of Directors

On June 26, 2019, Laura Black, the Company’s Audit Committee chair, resigned as a director of the Company to pursue other opportunities. The Company is grateful to Ms. Black for her hard work and dedicated service to the Company, particularly with respect to her leadership of the Audit Committee in its investigation into certain of the Company’s historical financial statements and its oversight of the Company’s restatement of certain of those historical financial statements and the preparation and filing of the Company’s Annual Report on Form 10-K for the fiscal year ended June 30, 2017.

##### Appointment of Daniel W. Fairfax to the Board of Directors

On July 1, 2019, Daniel W. Fairfax was appointed to fill a vacancy on the Board of Directors of the Company (the “Board”). Mr. Fairfax will also serve on the Audit Committee of the Board. Mr. Fairfax served as Senior Vice President and Chief Financial Officer of Brocade Communications a networking equipment company (“Brocade”) from June 2011 to November 2017. Brocade was acquired by Broadcom in November of 2017. Mr. Fairfax previously served as Brocade’s Vice President of Global Services from August 2009 to June 2011 and Brocade’s Vice President of Business Operations from January 2009 to August 2009. Prior to Brocade Mr. Fairfax served as Chief Financial Officer of Foundry Networks, Inc. (“Foundry”), from January 2007 until December 2008. Foundry was acquired by Brocade in December 2008. Earlier in his career Mr. Fairfax served in executive financial management and/or general management positions at GoRemote Internet Communications, Ironside Technologies, Acta Technology, NeoVista Software, Siemens and Spectra-Physics. He began his career as a

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consultant with the National Telecommunications Practice Group of Ernst & Young. Mr. Fairfax currently serves on the board of directors of Energous Corporation. Mr. Fairfax holds an MBA from The University of Chicago Booth School of Business and a Bachelor of Arts degree, with a major in economics, from Whitman College.

Mr. Fairfax is entitled to receive the Company's standard non-employee director compensation. The Company reimburses non-employee directors for reasonable expenses in connection with attendance at Board and committee meetings. The Company's non-employee directors receive an annual retainer of \$60,000, payable quarterly. In addition, each director serving in a non-chairperson capacity on the Company's Audit, Compensation or Nominating and Corporate Governance Committees receives an additional annual retainer of \$15,000, \$20,000 and \$15,000 per committee, respectively, payable quarterly. Each non-employee director is annually granted RSUs with a total value of \$220,000. Annual grants will be reduced proportionally if the person did not serve in that capacity for the full year after the annual grant.

#### Appointment of Audit Committee Chair

In connection with the resignation of Ms. Black and the appointment of Mr. Fairfax to the Board and the Audit Committee, the Board also appointed Tally Liu as chair of the Audit Committee. The current members of the Audit Committee are as follows: Tally Liu (Chair), Michael McAndrews, Fred Tsai and Daniel Fairfax.

#### **Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#"><u>Second Amendment to Loan and Security Agreement, dated as of June 27, 2019, by and among Super Micro Computer, Inc., the lenders party thereto and Bank of America, N.A., as administrative agent for the lenders.</u></a>

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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 hereunto duly authorized.

**SUPER MICRO COMPUTER, INC.**

Date: July 1, 2019

By: /s/ Charles Liang

President, Chief Executive Officer and Chairman of the Board  
(Principal Executive Officer)

**SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT**

This **SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT**, dated to be effective as of June 27, 2019 (this "**Amendment**") is made among **SUPER MICRO COMPUTER, INC.**, a Delaware corporation ("**SMCI**", together with any other party hereto as a Borrower, individually, a "**Borrower**" and, collectively, the "**Borrowers**"), the Lenders (as defined below) party to this Amendment, and **BANK OF AMERICA, N.A.**, a national banking association ("**Bank of America**"), as administrative agent for the Lenders (in such capacity, "**Agent**").

**Background**

A. **WHEREAS**, Borrowers, Agent and the financial institutions party thereto from time to time (the "**Lenders**") have entered into that certain Loan and Security Agreement, dated as of April 19, 2018, (as amended, restated, amended and restated, modified or supplemented from time to time, the "**Loan Agreement**"). All capitalized terms used and not otherwise defined in this Amendment are used as defined in the Loan Agreement.

B. **WHEREAS**, Agent and Lenders have agreed to amend certain terms of the Loan Agreement subject to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the premises and the mutual agreements, representations and warranties herein set forth and for other good and valuable consideration, Borrowers, Agent and Lenders hereby agree as follows:

**Agreement**

**1. Amendments to the Loan Agreement.**

(a) **New Definitions.** The following new definitions are hereby added to **Section 1.1** of the Loan Agreement in alphabetical order as follows:

"**Delaware Divided LLC:** means any Delaware LLC which has been formed upon the consummation of a Delaware LLC Division."

"**Delaware LLC:** means any limited liability company organized or under the laws of the State of Delaware."

"**Delaware LLC Division:** means the statutory division of any Delaware LLC into two or more Delaware LLCs pursuant to Section 18-217 of the Delaware Limited Liability Company Act."

"**Second Amendment Effectiveness Date:** means June 27, 2019."

(b) **Amendment the Definition of "Applicable Margin" in Section 1.1 of the Loan Agreement.** The definition of "Applicable Margin" in **Section 1.1** of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"(i) at any time after the Second Amendment Effectiveness Date and prior to the Conversion Date, the margin set forth below, as determined by the average daily Global Availability for the last Fiscal Quarter:

<u>Level</u>	<u>Global Availability (as % of Revolver Commitments)</u>	<u>U.S. Revolver Loans</u>
I	≤ 50%	2.25%
II	>50%	2.00%

(ii) upon and after the Conversion Date, as determined by the average daily Global Availability for the last Fiscal Quarter:

<u>Level</u>	<u>Global Availability (as % of Revolver Commitments)</u>	<u>U.S. Revolver Loans</u>	<u>Dutch Revolver Loans</u>
I	≤25%	2.00%	2.00%
II	>25% and ≤ 50%	1.75%	1.75%
III	>50%	1.50%	1.50%

With respect to clause (ii) above, until the last day of the Fiscal Quarter after the completion of the first full Fiscal Quarter after the Conversion Date, margins shall be determined as if Level II were applicable. Thereafter, with respect to clause (ii) above, and after the Second Amendment Effectiveness Date with respect to clause (i) above, the margins shall be subject to increase or decrease by Agent on the first day of the calendar month following each Fiscal Quarter end. If Agent is unable to calculate average daily Global Availability for a Fiscal Quarter due to Borrowers' failure to deliver any Borrowing Base Report when required hereunder, then, at the option of Agent or Required Lenders, margins shall be determined as if Level I were applicable until the first day of the calendar month following its receipt of such Borrowing Base Report."

(c) **Amendment to the Definition of "Asset Disposition" in Section 1.1 of the Loan Agreement.** The definition of "Asset Disposition" in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"Asset Disposition: a sale, lease, license, consignment, transfer or other disposition of Property of an Obligor, including any disposition in connection with a sale-leaseback transaction or synthetic lease and including any disposition of property to a Delaware Divided LLC pursuant to a Delaware LLC Division."

(d) **Amendment to the Definition of "Dutch Lenders" in Section 1.1 of the Loan Agreement.** The definition of "Dutch Lenders" in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

"Dutch Lenders: lenders hereafter party to this Agreement (including Agent in its capacity as provider of Dutch Swingline Loans) as a "Dutch Lender" and any Person who hereafter becomes a "Dutch Lender" pursuant to an Assignment, including any Lending Office of the foregoing."

(e) **Amendment to the Definition of “Revolver Termination Date” in Section 1.1 of the Loan Agreement.** The definition of “Revolver Termination Date” in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“Revolver Termination Date: if the Conversion Date occurs, the date which is five (5) years from the Conversion Date as set forth in the written notice from Agent to Borrower Agent confirming that the Conversion Date has occurred and if the Conversion Date does not occur, June 30, 2020.”

(f) **Amendment to the Definition of “Unused Line Fee Rate” in Section 1.1 of the Loan Agreement.** The definition of “Unused Line Fee Rate” in Section 1.1 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“Unused Line Fee Rate: a per annum rate equal to 0.25%.”

(g) **Amendment to Section 5.7 of the Loan Agreement.** Section 5.7 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“**5.7 Dominion Account.** Prior to the Conversion Date, to the extent there are outstanding Revolver Loans, the ledger balance in the main Dominion Account of each Borrower as of the end of a Business Day shall be applied to the applicable Obligations at the beginning of the next Business Day. Upon and after the Conversion Date, the ledger balance in the main Dominion Account of each Borrower as of the end of a Business Day shall be applied to the applicable Obligations at the beginning of the next Business Day, during any Trigger Period. Whether before or after the Conversion Date, any resulting credit balance shall not accrue interest in favor of Borrowers and shall be made available to the applicable Borrowers as long as no Default or Event of Default exists.”

(h) **Amendment to Section 10.1.1(b) of the Loan Agreement.** Section 10.1.1(b) of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Reimburse Agent for all its charges, costs and expenses in connection with (i) examinations of Obligors’ books and records or any other financial or Collateral matters as it deems appropriate, (x) up to one time per Loan Year and (y) during a Loan Year in which a Due Diligence Trigger Period exists or existed, up to two times per Loan Year; and (ii) (x) up to one appraisal of Inventory per Loan Year and (y) during a Loan Year in which a Due Diligence Trigger Period exists or existed, up to two appraisals of Inventory per Loan Year; provided, that if an examination or appraisal is initiated during a Default or Event of Default, all charges, costs and expenses relating thereto shall be reimbursed by Borrowers without regard to such limits. Borrowers shall pay Agent’s then standard charges for examination activities, including charges for its internal examination and appraisal groups, as well as the charges of any third party used for such purposes. No Dutch Borrowing Base or U.S. Borrowing Base calculation shall include Collateral acquired in a Permitted Acquisition or otherwise outside the Ordinary Course of Business until completion of applicable field examinations and appraisals (which shall not be included in the limits provided above) satisfactory to Agent.”

For the avoidance of doubt, **Section 10.1.1** shall otherwise remain in full force and effect.

**(i) Amendment to Section 10.1.2(a) of the Loan Agreement.** Section 10.1.2(a) of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“(a) as soon as available, and in any event by no later than (i) December 31, 2019 with respect to the Fiscal Year ending June 30, 2018, (ii) March 31, 2020 with respect to the Fiscal Year ending June 30, 2019, and (iii) within 90 days after the close of each other Fiscal Year, balance sheets as of the end of such Fiscal Year and the related statements of income, cash flow and shareholders equity for such Fiscal Year, on consolidated and consolidating bases for Borrowers and Subsidiaries, which consolidated statements shall be audited (without qualification) by a firm of independent certified public accountants of recognized standing selected by Borrowers and acceptable to Agent, and shall set forth in comparative form corresponding figures for the preceding Fiscal Year and other information acceptable to Agent; provided, that with respect to clauses (a)(i) and (ii) above, in the event the Borrowers elect to make a “super filing” with respect to the Fiscal Years ending June 30, 2018 and June 30, 2019 in a combined annual report with the Securities and Exchange Commission by giving written notice of such election to Agent by no later than December 15, 2019, Borrowers are to deliver such “super filing” and the financial statements for the Fiscal Years ending June 30, 2018 and June 30, 2019 by no later than March 31, 2020;”

For the avoidance of doubt, **Section 10.1.2** shall otherwise remain in full force and effect.

**(j) Amendment to Section 10.1.9 of the Loan Agreement.** Section 10.1.9 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“10.1.9 Future Subsidiaries. Promptly notify Agent upon any Person becoming a Subsidiary (including, without limitation, upon the formation of any Subsidiary that is a Delaware Divided LLC) and, if such Person is not a Foreign Subsidiary, cause it to guaranty the Obligations in a manner satisfactory to Agent, and to execute and deliver such documents, instruments and agreements and to take such other actions as Agent shall require to evidence and perfect a Lien in favor of Agent on all assets of such Person, including delivery of such legal opinions, in form and substance satisfactory to Agent, as it shall deem appropriate.”

**(k) Amendment to Section 10.2.9 of the Loan Agreement.** Section 10.2.9 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“10.2.9 Fundamental Changes. Change its name or conduct business under any fictitious name; change its tax, charter or other organizational identification number; change its form or state of organization; liquidate, wind up its affairs or dissolve itself; or merge, combine or consolidate with any Person (including, in each case, pursuant to a Delaware LLC Division), whether in a single transaction or in a series of related transactions, except for (a) mergers or consolidations of a wholly-owned Subsidiary with another wholly-owned Subsidiary or into a Borrower; or (b) Permitted Acquisitions.”

**(l) Amendment to Section 14.1.1(c)(iii) of the Loan Agreement.** Section 14.1.1(c)(iii) of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

“(iii) extend the Revolver Termination Date applicable to such Lender’s Obligations (including its extension upon the occurrence of the Conversion Date as set forth in the definition of Revolver Termination Date);”

**2. Amendment Fee.** U.S. Borrower shall pay to Agent (for the Pro Rata benefit of the Lenders) a fee equal to 0.10% of the Revolver Commitments (the “Amendment Fee”), which fee shall be fully earned, due and payable upon the execution hereof by the Lenders and Agent.

**3. Representations and Warranties.** In order to induce Agent and each Lender to enter into this Amendment, each Borrower represents and warrants to Agent and each Lender that the following statements are true, correct and complete on and as of the date hereof:

**(a) Representations and Warranties.** The execution, delivery and performance of this Amendment has been duly authorized and this Amendment constitutes the legal, valid and binding obligation of each Borrower enforceable in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors’ rights generally. Each Borrower hereby represents and warrants to Agent and each Lender as of the date hereof no Default or Event of Default shall have occurred and be continuing.

**(b) Incorporation of Representations and Warranties from Loan Agreement.** After giving effect to this Amendment, the representations and warranties contained in Section 9 of the Loan Agreement are true, correct and complete in all material respects on and as of the date hereof to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true, correct and complete in all material respects on and as of such earlier date.

**4. Effectiveness.** This Amendment (and the consents and waivers set forth herein) shall become effective, as of the date first set forth above upon receipt by the Agent of the Amendment Fee and executed counterparts of this Amendment from the Borrowers and each of the Lenders.

**5. Binding Effect; Ratification**

**(a)** Upon the effectiveness of this Amendment and thereafter this Amendment shall be binding on the Agent, Borrowers and Lenders and their respective successors and assigns.

**(b)** On and after the execution and delivery hereof, this Amendment shall be a part of the Loan Agreement and each reference in the Loan Agreement to “this Loan Agreement” or “hereof”, “hereunder” or words of like import, and each reference in any other Loan Document to the Loan Agreement shall mean and be a reference to such Loan Agreement as amended hereby.

**(c)** Except as expressly amended hereby, the Loan Agreement shall remain in full force and effect and is hereby ratified and confirmed by the parties hereto.

**6. Miscellaneous.**

**(a)** THIS AMENDMENT SHALL BE SUBJECT TO SECTIONS 14.15, 14.16 AND 14.17 OF THE LOAN AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

**(b)** Borrowers agree to pay on demand all reasonable and documented out of pocket costs and expenses incurred by Agent in connection with the preparation, negotiation and execution of this Amendment and the other Loan Documents executed pursuant hereto.

**(c)** Headings used herein are for convenience of reference only and shall not affect the meaning of this Amendment.

**(d)** This Amendment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

**7. Release.**

**(a)** In consideration of the agreements of Agent and Lenders contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Borrower, on behalf of itself and its successors, assigns and other legal representatives (each Borrower and all such other persons being hereinafter referred to collectively as "Releasors" and individually as a "Releasor"), hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender, and their successors and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent and each Lender and all such other persons being hereinafter referred to collectively as "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set off, demands and liabilities whatsoever (individually, a "Claim" and collectively, "Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which Releasors may now or hereafter own, hold, have or claim to have against Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, for or on account of, or in relation to, or in any way in connection with any of the Loan Agreement or any of the other Loan Documents or transactions thereunder or related thereto.

**(b)** It is the intention of Borrowers that this Amendment and the release set forth above shall constitute a full and final accord and satisfaction of all Claims that may have or hereafter be deemed to have against Releasees as set forth herein. In furtherance of this intention, each Borrower, on behalf of itself and each other Releasor, expressly waives any statutory or common law provision that would otherwise prevent the release set forth above from extending to Claims that are not currently known or suspected to exist in any Releasor's favor at the time of executing this Amendment and which, if known by Releasors, might have materially affected the agreement as provided for hereunder. Each Borrower, on behalf of itself and each other Releasor, acknowledges that it is familiar with Section 1542 of California Civil Code:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(c) Each Borrower, on behalf of itself and each other Releasor, waives and releases any rights or benefits that it may have under Section 1542 to the full extent that it may lawfully waive such rights and benefits, and each Borrower, on behalf of itself and each other Releasor, acknowledges that it understands the significance and consequences of the waiver of the provisions of Section 1542 and that it has been advised by its attorney as to the significance and consequences of this waiver.

(d) Each Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

(e) Each Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**BORROWER:**

**SUPER MICRO COMPUTER, INC.,**  
a Delaware corporation

By: /s/ KEVIN BAUER  
Name: Kevin Bauer  
Title: CFO

SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT  
(SMCI)  
SIGNATURE PAGE

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**AGENT AND LENDERS:**

**BANK OF AMERICA, N.A.,**  
as Agent and Lender

By: /s/ CARLOS GIL  
Name: Carlos Gil  
Title: Senior Vice President

FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT  
(SMCI)  
SIGNATURE PAGE

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**ING CAPITAL LLC,**  
as Lender

By: /s/ JEAN GRASSO  
Name: Jean Grasso  
Title: Managing Director

By: /s/ JEFFREY CHU  
Name: Jeffrey Chu  
Title: Vice President

FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT  
(SMCI)  
SIGNATURE PAGE

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**EAST WEST BANK,**  
as Lender

By: /s/ NIMA RASSOULI  
Name: Nima Rassouli  
Title: Vice President

SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT  
(SMCI)  
SIGNATURE PAGE

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**FIFTH THIRD BANK,**  
as Lender

By: /s/ PATRICK LINGROSSO  
Name: Patrick Lingrosso  
Title: Vice President

SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT  
(SMCI)  
SIGNATURE PAGE

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**CTBC BANK CORP. (USA),**  
as Lender

By: /s/ MICHAEL LEE  
Name: Michael Lee  
Title: FVP

FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT  
(SMCI)  
SIGNATURE PAGE