

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

June 29, 2018

(Date of earliest event reported)



Qorvo, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or Other Jurisdiction
of Incorporation)

001-36801

(Commission File
Number)

46-5288992

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

7628 Thorndike Road, Greensboro, North Carolina 27409-9421

(Address of principal executive offices)

(Zip Code)

(336) 664-1233

(Registrant's telephone number, including area code)

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))

Indicate by check mark whether the registrant is an emerging growth company 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

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.

Item 1.01. Entry into a Material Definitive Agreement.

On June 29, 2018, Qorvo, Inc. (the “Company”) issued a press release announcing the results to date of the previously announced cash tender offers (the “Tender Offers”) for any and all of the Company’s outstanding 6.75% Senior Notes due 2023 (the “2023 Notes”) and up to \$150,000,000 of the Company’s outstanding 7.00% Senior Notes due 2025 (the “2025 Notes” and together with the 2023 Notes, the “Notes”). The Company also announced the extension of the Early Tender Date (as defined in the Offer to Purchase and Consent Solicitation Statement dated June 15, 2018 (the “Offer to Purchase and Consent Solicitation”)) with respect to the 2025 Notes from 5:00 p.m., New York City time, on June 28, 2018 to midnight, New York City time, at the end of the day on July 13, 2018. In connection with the tender offer for the 2023 Notes, the Company also announced the results to date for the Company’s previously announced solicitation of consents from holders of the 2023 Notes to amend certain provisions of the Indenture, dated as of November 19, 2015 (the “Indenture”), between the Company, the Company’s domestic subsidiaries that guarantee the Company’s obligations under its existing credit facility (the “Guarantors”), and MUFG Union Bank, N.A. (the “Trustee”) with respect to the 2023 Notes (the “Proposed Amendments”). A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K (this “Report”) and incorporated herein by reference.

As of June 29, 2018, the requisite consents to effect the Proposed Amendments with respect to the 2023 Notes, as described in the Offer to Purchase and Consent Solicitation, were received. Accordingly, on June 29, 2018, the Company, the Guarantors and the Trustee executed and delivered a supplemental indenture to the Indenture (the “Supplemental Indenture”). The Supplemental Indenture, which modified only the terms of the 2023 Notes,

(a) deleted from the Indenture:

- i. Section 4.03, “SEC Reports”;
 - ii. Section 4.07, “Limitation on Restricted Payments”;
 - iii. Section 4.08, “Limitation on Restrictions on Distributions from Restricted Securities”;
 - iv. Section 4.09, “Limitation on Indebtedness”;
 - v. Section 4.10, “Limitation on Sales of Assets and Subsidiary Stock”;
 - vi. Section 4.11, “Limitation on Transactions with Affiliates”;
 - vii. Section 4.12, “Limitation on Liens”;
 - viii. Section 4.14, “Change of Control”;
 - ix. Section 4.18, “Future Subsidiary Guarantors”;
 - x. Section 4.19, “Suspension of Covenants”; and
 - xi. Section 6.01(a), “Events of Default” (subsection (4) thereof);
-

- (b) modified Section 3.01, “Notices to Trustee” by deleting “at least 30 days but not more than 60 days before the redemption date” and replacing the deleted language with the following: “not less than three Business Days nor more than 60 days before the redemption date”;
- (c) modified Section 3.02(a) “Selection of Notes to Be Redeemed” by deleting “not less than 30 nor more than 60 days prior to the redemption date” and replacing the deleted language with the following: “not less than three Business Days nor more than 60 days before the redemption date”;
- (d) modified Section 3.03(a) “Notice of Redemption” by deleting “At least 30 days but not more than 60 days before a redemption date” and replacing the deleted language with the following: “not less than three Business Days nor more than 60 days before the redemption date”;
- (e) modified Section 5.01 “Merger and Consolidation” to remove various restrictions on the Company or any subsidiary guarantor consolidating, merging, or conveying, transferring or leasing all or substantially all of its assets (or the assets of any subsidiary); and
- (f) modified Section 5.02, “Successor Corporation Substituted” to make conforming changes.

The Supplemental Indenture became effective on June 29, 2018. The description of the Supplemental Indenture in this Report is a summary and is qualified in its entirety by reference to the complete text of the Supplemental Indenture, which is filed as Exhibit 4.1 to this Report and incorporated herein by reference.

This Report does not constitute an offer to purchase nor a solicitation of an offer to sell any Notes in the Tender Offers. The Tender Offers and the Consent Solicitation are only being made pursuant to an Offer to Purchase and Consent Solicitation Statement and the accompanying Letter of Transmittal and Consent. The Tender Offers and the Consent Solicitation are not being made to holders of Notes in any state or jurisdiction in which the making or acceptance thereof would be unlawful under the securities laws of such jurisdiction.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	<u>Supplemental Indenture No. 1, dated as of June 29, 2018 among Qorvo, Inc., the Guarantors party thereto and MUFG Union Bank, N.A., as Trustee</u>
99.1	<u>Press release dated June 29, 2018</u>

SIGNATURE

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.

Qorvo, Inc.

By: /s/ Mark J. Murphy

Mark J. Murphy

Chief Financial Officer

Date: June 29, 2018

SUPPLEMENTAL INDENTURE NO.1

Supplemental Indenture No. 1 (this “**Supplemental Indenture**”), dated as of June 29, 2018 among Qorvo, Inc., a Delaware corporation (the “**Company**”), the Subsidiary Guarantors, and MUFG Union Bank, N.A., as Trustee (the “**Trustee**”).

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture (the “**Indenture**”), dated as of November 19, 2015, providing for the issuance of \$450,000,000 aggregate principal amount of 6.75% Senior Notes due 2023 (“**2023 Notes**”) and \$550,000,000 aggregate principal amount of 7.00% Senior Notes due 2025 (“**2025 Notes**”);

WHEREAS, the Company has made tender offers to purchase for cash, upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated June 15, 2018 and the accompanying Letter of Transmittal and Consent, all outstanding 2023 Notes and up to \$150,000,000 of the outstanding 2025 Notes (collectively, “**Tender Offers**”; each individual offer a “**Tender Offer**”);

WHEREAS, subject to certain exceptions, Section 9.02 of the Indenture permits the Company to enter into one or more indentures supplemental to the Indenture for the purpose of amending the Indenture in a manner that will only affect one series of the Notes with the written consent of the Holders of a majority in principal amount of the Notes of such series then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes of such series);

WHEREAS, in connection with the Tender Offer for the 2023 Notes, the Holders of a majority in principal amount of the outstanding 2023 Notes have consented to amendment of the Indenture with respect to the 2023 Notes as set forth herein which consents have not been withdrawn;

WHEREAS, the Company, pursuant to the foregoing authority, desires to amend the Indenture in certain respects as set forth herein which amendments will apply only to the 2023 Notes, has requested the Trustee join with it in the execution and delivery of this Supplemental Indenture, and in accordance with Section 9.02 of the Indenture, has received the consent of the Holders of at least a majority in principal amount of the outstanding 2023 Notes, all as certified by a certificate of the tender agent with respect to the Tender Offers delivered to the Company and the Trustee, has delivered a Board Resolution authorizing the execution and delivery of this Supplemental Indenture, and an Officers’ Certificate and an Opinion of Counsel stating that the execution of this Supplemental Indenture is authorized or permitted by the Indenture and that all conditions precedent to the execution and delivery of this Supplemental Indenture have been complied with, and the Company and the Trustee are authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, all things necessary have been done to make this Supplemental Indenture a valid and binding agreement of the Company, the Subsidiary Guarantors, and the Trustee, in accordance with its terms;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Amendments. The Indenture is hereby amended as follows, which amendments will apply exclusively to the 2023 Notes:

(a) The following sections are hereby deleted from the Indenture:

- (i) Section 4.03, “SEC Reports”;
- (ii) Section 4.07, “Limitation on Restricted Payments”;
- (iii) Section 4.08, “Limitation on Restrictions on Distributions from Restricted Securities”;
- (iv) Section 4.09, “Limitations on Indebtedness”;
- (v) Section 4.10, “Limitation on Sales of Assets and Subsidiary Stock”;
- (vi) Section 4.11, “Limitation on Transactions with Affiliates”;
- (vii) Section 4.12, “Limitation on Liens”;
- (viii) Section 4.14, “Change of Control”;
- (ix) Section 4.18, “Future Subsidiary Guarantors”;
- (x) Section 4.19, “Suspension of Covenants”; and
- (xi) Section 6.01(a), “Events of Default” (subsection (4) thereof).

(b) Section 3.01, “Notices to Trustee,” is modified by deleting “at least 30 days but not more than 60 days before a redemption date” and replacing the deleted language with the following: “not less than three Business Days nor more than 60 days before a redemption date”.

(c) Section 3.02(a) “Selection of Notes to Be Redeemed,” is modified by deleting “not less than 30 nor more than 60 days prior to the redemption date” and replacing the

deleted language with the following: “not less than three Business Days nor more than 60 days before the redemption date”.

(d) Section 3.03(a) “Notice of Redemption,” is modified by deleting “At least 30 days but not more than 60 days before a redemption date” and replacing the deleted language with the following: “not less than three Business Days nor more than 60 days before a redemption date”.

(e) Section 5.01 is deleted in its entirety and replaced with the following:

Section 5.01. Merger and Consolidation.

(a) The Company will not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets and its Subsidiaries’ assets (taken as a whole) to, any Person (or another Restricted Subsidiary), unless the Company shall have delivered to the Trustee an Officers’ Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) complies with this Indenture and, in the case of the Opinion of Counsel, that such supplemental indenture (if any) is the valid, binding obligation of the resulting, surviving or transferee Person (the “Successor Company”), enforceable against the Successor Company in accordance with its terms. The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Company under the Notes, this Indenture and the Registration Rights Agreement, and the predecessor Company (except in the case of a lease of all or substantially all its assets) will be released from the obligation to pay the principal of and interest on the Notes.

(b) In addition, the Company will not permit any Subsidiary Guarantor to consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets to any Person unless the Company shall have delivered to the Trustee an Officers’ Certificate and an Opinion of Counsel stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with this Indenture.

Notwithstanding the foregoing any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to the Company or any Subsidiary Guarantor.

(f) Section 5.02 of the Indenture, “Successor Corporation Substituted,” is modified by deleting the word “such” from the phrases “any such consolidation, merger, sale, lease or conveyance” and “any such sale or conveyance” wheresoever such phrases appear within the Section.

(3) Effectiveness. The provisions of this Supplemental Indenture shall be effective upon execution and delivery of this instrument by the parties hereto; *provided, however*, that the provisions of this Supplemental Indenture shall become operative only if the Company accepts at least a majority in principal amount of the outstanding 2023 Notes pursuant to the Tender Offer of the 2023 Notes (the “**Consent Solicitation Conditions**”), with the result that the effectiveness of the amendments to the Indenture by this Supplemental Indenture shall be deemed to be revoked retroactively to the date hereof if the Consent Solicitation Conditions are not met.

(4) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(5) 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 of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or as to the accuracy of the recitals to this Supplemental Indenture.

(6) Notes Deemed Conformed. As of the date hereof, the provisions of the 2023 Notes shall be deemed conformed to the Indenture as amended by this Supplemental Indenture and amended to the extent the 2023 Notes are inconsistent with the Indenture as amended by this Supplemental Indenture.

(7) 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.

(8) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(9) Separability. In case any one or more of the provisions contained in this Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture but this Supplemental Indenture shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has executed this Supplemental Indenture in the capacity indicated as of the date first written above.

QORVO, INC.

By: /s/ Mark J. Murphy
Name: Mark J. Murphy
Title: Chief Financial Officer

AMALFI SEMICONDUCTOR, INC.
as a Guarantor

By: /s/ Mark J. Murphy
Name: Mark J. Murphy
Title: President

QORVO CALIFORNIA, INC.
as a Guarantor

By: /s/ Mark J. Murphy
Name: Mark J. Murphy
Title: Chief Financial Officer

QORVO OREGON, INC.
as a Guarantor

By: /s/ Mark J. Murphy
Name: Mark J. Murphy
Title: Chief Financial Officer

QORVO TEXAS, LLC as a Guarantor

By: /s/ James Klein
Name: James Klein
Title: Manager

[Signature Page to Supplemental Indenture]

QORVO US, INC.
as a Guarantor

By: /s/ Mark J. Murphy
Name: Mark J. Murphy
Title: Vice President

RFMD, LLC
as a Guarantor

By: /s/ Mark J. Murphy
Name: Mark J. Murphy
Title: Manager

[Signature Page to Supplemental Indenture]

MUFG UNION BANK, N.A.,
as Trustee

By: /s/ Amedeo Morreale
Name: Amedeo Morreale
Title: Vice President

[Signature Page to Supplemental Indenture]



News Release

At Qorvo®

Doug DeLieto
VP, Investor Relations
336-678-7088

At the Financial Relations Board

Joe Calabrese
Vice President
212-827-3772

FOR IMMEDIATE RELEASE

June 29, 2018

QORVO ANNOUNCES EARLY RESULTS FOR CASH TENDER OFFERS FOR SENIOR NOTES AND EXTENSION OF EARLY TENDER DATE FOR 2025 NOTES

GREENSBORO, NC — June 29, 2018 — Qorvo® (Nasdaq: QRVO), a leading provider of innovative RF solutions that connect the world, today announced the results to date of its previously announced cash tender offers (the “Tender Offers”) for any and all of its 6.75% Senior Notes due 2023 (the “2023 Notes”) and up to \$150,000,000 of its 7.00% Senior Notes due 2025 (the “2025 Notes” and collectively with the 2023 Notes, the “Notes”). The Company also announced the extension of the Early Tender Date (as defined below) with respect to the 2025 Notes from 5:00 p.m., New York City time, on June 28, 2018 to midnight, New York City time, at the end of the day on July 13, 2018.

In conjunction with the Tender Offer for the 2023 Notes, the Company also announced the results to date for its previously announced solicitation (the “Consent Solicitation”) of consents (each a “Consent”) from holders of the 2023 Notes to amend certain provisions (the “Proposed Amendments”) of the indenture, dated as of November 19, 2015 (the “Indenture”), between the Company, the guarantors party thereto and MUFG Union Bank, N.A., as trustee.

The following table sets forth the approximate aggregate principal amounts of each series of Notes that were tendered (with the Consents that were delivered, if applicable) and not withdrawn (or Consents revoked) on or prior to 5:00 p.m., New York City time, on June 28, 2018 (the “Early Tender Date”):

Title of Notes	CUSIP Number	Aggregate Principal Amount Outstanding Prior to Tender Offers	Aggregate Principal Amount of Notes Tendered	Tender Cap	Tender Offer Consideration ⁽¹⁾	Early Tender Premium ⁽¹⁾	Total Consideration ⁽¹⁾⁽²⁾
6.75% Senior Notes due 2023	74736KAB7	\$ 444,464,000	\$429,201,000 ⁽³⁾	N/A	\$ 1,037.50	\$ 30.00	\$ 1,067.50
7.00% Senior Notes due 2025*	74736KAD3 74736KACS U7471QAB0	\$ 548,500,000	\$302,896,000	\$150,000,000	\$ 1,066.25	\$ 30.00	\$ 1,096.25

* The 2025 Notes did not have a related Consent Solicitation.

(1) Per \$1,000.00 principal amount of Notes validly tendered (and not validly withdrawn) and accepted for purchase by the Company.

(2) Includes the early tender premium of \$30.00 per \$1,000.00 principal amount of Notes validly tendered prior to the Early Tender Date (and not validly withdrawn) and accepted for purchase by the Company.

(3) Includes the related Consents. The Requisite Consents (as defined herein) were received for the 2023 Notes.

Holders of 2025 Notes that are validly tendered at or prior to midnight, New York City time, at the end of the day on July 13, 2018 and accepted for purchase by the Company pursuant to the Tender Offer for the 2025 Notes will receive the Total Consideration for the 2025 Notes set forth in the table above. Except for the extension described above with respect to the 2025 Notes, all other terms and conditions of the Tender Offers and the Consent Solicitation, including, without limitation, the Expiration Date and the Final Settlement Date (as defined below), remain unchanged.

The Tender Offers and the Consent Solicitation will expire at midnight, New York City time, at the end of the day on July 13, 2018, unless extended or earlier terminated by the Company (such date and time, as it may be extended, the “Expiration Date”). No tenders of Notes or deliveries of related Consents submitted after the Expiration Date will be valid. The deadline for holders to validly withdraw tenders of Notes (or revoke Consents) has passed. Accordingly, neither Notes that were already tendered (with Consents that were delivered, if applicable) at or before the Early Tender Date, nor Notes that are tendered (and Consents delivered, if applicable) after the Early Tender Date but at or before the Expiration Date, may be withdrawn or revoked, except in certain limited circumstances where additional withdrawal or revocation rights are required by law.

The Tender Offers and the Consent Solicitation were only made pursuant to the terms and conditions as described in the Offer to Purchase and Consent Solicitation Statement, dated June 15, 2018 (the “Offer to Purchase and Consent Solicitation”), and the accompanying Letter of Transmittal and Consent.

As previously announced, the aggregate principal amount of the 2025 Notes that may be purchased pursuant to the Tender Offers may not exceed \$150,000,000 (the “2025 Tender Cap”), unless such 2025 Tender Cap is increased in the Company’s sole discretion.

It is currently expected that 2023 Notes tendered prior to the Early Tender Date will be purchased later today.

In addition, the requisite Consents to effect the Proposed Amendments (the “Requisite Consents”) with respect to the 2023 Notes, as described in the Offer to Purchase and Consent Solicitation, have been received. Accordingly, the Company expects to execute and deliver a supplement to the Indenture (the “Supplemental Indenture”) with respect to the Proposed Amendments. The Proposed Amendments will amend the Indenture with respect to the 2023

Notes to, among other things, eliminate substantially all of the restrictive covenants and certain events of default under the Indenture and modify certain notice requirements for redemption of the 2023 Notes issued under the Indenture. The Supplemental Indenture will become effective upon execution, but will provide that the Proposed Amendments will not become operative unless the Company accepts the 2023 Notes satisfying the Requisite Consents required for purchase in the Tender Offer for the 2023 Notes.

The Company retained BofA Merrill Lynch, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC to act as the dealer managers for the Tender Offers and the solicitation agents for the Consent Solicitation. Questions or requests for assistance regarding the terms of the Tender Offers and the Consent Solicitation should be directed to BofA Merrill Lynch at (888) 292-0070 (toll-free), Citigroup Global Markets Inc. at (800) 558-3745 (toll-free) or Wells Fargo Securities, LLC at (866) 309-6316 (toll-free). Requests for the Offer to Purchase and Consent Solicitation and other documents relating to the Tender Offers and the Consent Solicitation may be directed to Global Bondholder Services Corporation, the depository and information agent for the Tender Offers, at (212) 430-3774 (for banks and brokers only) or (866) 470-3700 (toll-free) (for all others) or contact@gbpsc-usa.com.

None of the Company or its board of directors or officers, the dealer managers, the solicitation agents, the depository and information agent or the trustee with respect to the Notes or any of the Company's or their respective affiliates is making any recommendation as to whether holders should tender any Notes in response to the Tender Offers or deliver any Consent pursuant to the Consent Solicitation. Holders must make their own decision as to whether to tender their Notes and, if applicable, to deliver their Consents, and, if so, the principal amount of Notes as to which such action is to be taken.

This press release is neither an offer to purchase nor a solicitation of an offer to sell any Notes in the Tender Offers. The Tender Offers and the Consent Solicitation were not made to holders of Notes in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. In any jurisdiction in which the Tender Offers and the Consent Solicitation were required to be made by a licensed broker or dealer, the Tender Offers and the Consent Solicitation will be deemed to have been made on behalf of the Company by the dealer managers and solicitation agents, or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

About Qorvo

Qorvo (Nasdaq: QRVO) makes a better world possible by providing innovative RF solutions at the center of connectivity. We combine product and technology leadership, systems-level expertise and global manufacturing scale to quickly solve our customers' most complex technical challenges. Qorvo serves diverse high-growth segments of large global markets, including advanced wireless devices, wired and wireless networks and defense radar and communications. We also leverage our unique competitive strengths to advance 5G networks, cloud computing, the Internet of Things, and other emerging applications that expand the global framework interconnecting people, places and things. Visit <http://www.qorvo.com> to learn how Qorvo connects the world.

Qorvo is a registered trademark of Qorvo, Inc. in the U.S. and in other countries. All other trademarks are the property of their respective owners.

This press release includes "forward-looking statements" within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, but are not limited to,

statements about our plans, objectives, representations and contentions and are not historical facts and typically are identified by use of terms such as “may,” “will,” “should,” “could,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “predict,” “potential,” “continue” and similar words, although some forward-looking statements are expressed differently. You should be aware that the forward-looking statements included herein represent management’s current judgment and expectations, but our actual results, events and performance could differ materially from those expressed or implied by forward-looking statements. We do not intend to update any of these forward-looking statements or publicly announce the results of any revisions to these forward-looking statements, other than as is required under U.S. federal securities laws. Our business is subject to numerous risks and uncertainties, including those relating to fluctuations in our operating results, our dependence on a few large customers for a substantial portion of our revenue, a loss of revenue if contracts with the U.S. government or defense and aerospace contractors are canceled or delayed, our ability to implement innovative technologies, our ability to bring new products to market and achieve design wins, the efficient and successful operation of our wafer fabrication and other facilities, our ability to adjust production capacity in a timely fashion in response to changes in demand for our products, variability in manufacturing yields, industry overcapacity, inaccurate product forecasts and corresponding inventory and manufacturing costs, dependence on third parties, our dependence on international sales and operations, our ability to attract and retain skilled personnel and develop leaders, the possibility that future acquisitions may dilute our stockholders’ ownership and cause us to incur debt and assume contingent liabilities, fluctuations in the price of our common stock, our ability to protect our intellectual property, claims of intellectual property infringement and other lawsuits, security breaches and other similar disruptions compromising our information, and the impact of government and stringent environmental regulations. These and other risks and uncertainties, which are described in more detail in Qorvo’s most recent Annual Report on Form 10-K and in other reports and statements filed with the Securities and Exchange Commission, could cause actual results and developments to be materially different from those expressed or implied by any of these forward-looking statements.