

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 11, 2026**  
(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 Number)

**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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, \$0.0001 par value</b>	<b>QRVO</b>	<b>The Nasdaq Stock Market LLC</b>

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.**

In connection with the previously announced (i) proposed merger of Comet Acquisition Corp., a wholly owned subsidiary of Skyworks Solutions, Inc. (“Skyworks”), with and into Qorvo, Inc. (the “Company”) (the “First Merger”), with the Company surviving the First Merger as a wholly owned subsidiary of Skyworks and (ii) immediately following the First Merger, and as the second step in a single integrated transaction with the First Merger, the proposed merger of the Company with and into Comet Acquisition II, LLC, a wholly owned subsidiary of Skyworks (the “Second Merger” and, together with the First Merger, the “Mergers”), with such subsidiary continuing as the surviving entity in the Second Merger and a wholly-owned subsidiary of Skyworks, Skyworks is offering to exchange (the “Exchange Offers”) (i) any and all outstanding 4.375% Senior Notes due 2029 issued by the Company (the “2029 Company Notes”) for up to \$850 million aggregate principal amount of new 4.375% Senior Notes due 2029 issued by Skyworks and (ii) any and all outstanding 3.375% Senior Notes due 2031 issued by the Company (the “2031 Company Notes” and, together with the 2029 Company Notes, the “Company Notes”) for up to \$700 million aggregate principal amount of new 3.375% Senior Notes due 2031 issued by Skyworks, pursuant to the terms and conditions set forth in Skyworks’ Registration Statement on Form S-4 (File No. 333-296084), filed with the U.S. Securities and Exchange Commission on May 20, 2026 and declared effective on May 29, 2026 (the “Registration Statement”), and the related Prospectus/Offer to Exchange dated May 29, 2026, each as may be amended or supplemented from time to time.

In conjunction with the Exchange Offers, Skyworks, on behalf of the Company, (i) solicited consents from holders of the 2029 Company Notes (“2029 Consents”) to adopt certain proposed amendments to the base indenture, dated as of September 30, 2019, by and among the Company, the guarantors party thereto (the “2029 Guarantors”) and Computershare Trust Company, N.A., as successor trustee to MUFG Union Bank, N.A., as trustee (the “Trustee”), as amended and supplemented by the first supplemental indenture thereto, dated December 20, 2019, and by the second supplemental indenture thereto, dated June 11, 2020 (as amended and supplemented, the “2029 Indenture”), governing the 2029 Company Notes to, among other changes, eliminate substantially all of the restrictive covenants, certain affirmative covenants and certain events of default (the “2029 Proposed Amendments”) and (ii) solicited consents from holders of the 2031 Company Notes (“2031 Consents” and, together with the 2029 Consents, the “Consents”) to adopt certain proposed amendments to the base indenture, dated as of September 29, 2020 (the “2031 Indenture”), by and among the Company, the guarantors party thereto (the “2031 Guarantors”) and the Trustee, governing the 2031 Company Notes to, among other changes, eliminate substantially all of the restrictive covenants, certain affirmative covenants and certain events of default (the “2031 Proposed Amendments” and, together with the 2029 Proposed Amendments, the “Proposed Amendments”). As of June 11, 2026, the Company received the requisite number of Consents to adopt the Proposed Amendments with respect to each series of Company Notes.

On June 11, 2026, the Company entered into a third supplemental indenture to the 2029 Indenture, dated as of June 11, 2026 (the “2029 Third Supplemental Indenture”), by and among the Company, the 2029 Guarantors and the Trustee, giving effect to the 2029 Proposed Amendments. On June 11, 2026, the Company entered into a first supplemental indenture to the 2031 Indenture, dated as of June 11, 2026 (the “2031 Supplemental Indenture” and, together with the 2029 Third Supplemental Indenture, the “Supplemental Indentures”), by and among the Company, the 2031 Guarantors and the Trustee, giving effect to the 2031 Proposed Amendments.

The 2029 Third Supplemental Indenture is effective and constitutes a binding agreement among the Company, the 2029 Guarantors and the Trustee. The 2031 Supplemental Indenture is effective and constitutes a binding agreement among the Company, the 2031 Guarantors and the Trustee. However, the Proposed Amendments with respect to each series of Company Notes will not become operative until (i) immediately prior to the consummation of the Mergers or (ii) immediately upon the settlement of the Exchange Offer for such series of Company Notes, depending on the specific amendment, and will cease to be operative if the Mergers are not consummated.

The 2029 Third Supplemental Indenture is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated herein by reference. The 2031 Supplemental Indenture is filed as Exhibit 4.2 to this Current Report on Form 8-K and is incorporated herein by reference. The above description of the Supplemental Indentures does not purport to be complete and is qualified in its entirety by reference to such exhibit.

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**Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

Exhibit No.	Description
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<a href="#">4.1</a>	<a href="#">Third Supplemental Indenture, dated as of June 11, 2026, by and among Qorvo Inc., the guarantors party thereto and Computershare Trust Company, N.A., as Trustee.</a>
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<a href="#">4.2</a>	<a href="#">First Supplemental Indenture, dated as of June 11, 2026, by and among Qorvo Inc., the guarantors party thereto and Computershare Trust Company, N.A., as Trustee.</a>
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104	Cover Page Interactive Data File (embedded within the Inline XBRL document).
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**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/ Grant A. Brown  
Grant A. Brown  
Senior Vice President and Chief Financial Officer

Date: June 11, 2026

*[Signature Page to Form 8-K]*

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QORVO, INC.,  
EACH OF THE SUBSIDIARY GUARANTORS NAMED  
ON THE SIGNATURE PAGES HERETO  
and  
COMPUTERSHARE TRUST COMPANY, N.A.,  
as Trustee

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THIRD SUPPLEMENTAL INDENTURE

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Dated as of June 11, 2026

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4.375% Senior Notes due 2029

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This THIRD SUPPLEMENTAL INDENTURE, dated as of June 11, 2026 (this “Supplemental Indenture”), is among Qorvo, Inc., a Delaware limited liability company (the “Company”), the Subsidiary Guarantors listed on Schedule A hereto (the “Subsidiary Guarantors”) and Computershare Trust Company, N.A., as trustee (the “Trustee”) under the Indenture referred to below;

WHEREAS, the Company, the Subsidiary Guarantors and the Trustee have executed and delivered an Indenture, dated as of September 30, 2019 (the “Base Indenture”), as amended and supplemented by the First Supplemental Indenture, dated as of December 20, 2019, by and among the Company, the Subsidiary Guarantors and the Trustee (the “First Supplemental Indenture”), as further amended and supplemented by the Second Supplemental Indenture, dated as of June 11, 2020, by and among the Company, the Subsidiary Guarantors and the Trustee (the “Second Supplemental Indenture”) and, together with the Base Indenture, the First Supplemental Indenture and this Supplemental Indenture, and as otherwise amended, modified or supplemented from time to time in accordance therewith, the “Indenture”) pursuant to which the Company issued 4.375% Senior Notes due 2029 (the “Notes”);

WHEREAS, Section 9.02 of the Base Indenture provides that the Base Indenture may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or a tender offer or exchange offer for, the Notes) (the “Requisite Holders”);

WHEREAS, Skyworks Solutions, Inc., a Delaware corporation (“Skyworks”), has offered to exchange (the “Exchange Offer”) up to \$850,000,000 aggregate principal amount of new 4.375% Senior Notes due 2029 issued by Skyworks for any and all outstanding Notes upon the terms and subject to the conditions set forth in the prospectus/offers to exchange included in the Registration Statement on Form S-4, dated May 29, 2026 (as it may be amended from time to time, the “Prospectus”);

WHEREAS, in connection with the Exchange Offer, Skyworks has also solicited consents (the “Consent Solicitation”) from the Holders of the Notes to certain proposed amendments (the “Proposed Amendments”) to the Base Indenture, requiring the consent of the Requisite Holders, as described in, and upon the terms and subject to the conditions set forth in, the Prospectus, with the operation of such Proposed Amendments being subject to the satisfaction or, where permitted, waiver by Skyworks of the conditions to the Exchange Offer;

WHEREAS, Skyworks has received and caused to be delivered to the Trustee evidence of the receipt of consents from the Requisite Holders to effect the Proposed Amendments; and

WHEREAS, the Company is undertaking to execute and deliver this Supplemental Indenture to effect the Proposed Amendments in the Base Indenture with respect to the Notes in connection with the Consent Solicitation and the related Exchange Offer and in connection therewith, each of the Company and the Subsidiary Guarantors have duly authorized the execution and delivery of this Supplemental Indenture.

NOW, THEREFORE, each party hereto agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Notes.

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## ARTICLE I

### DEFINITIONS

Section 1.1 Supplemental Indenture. This Supplemental Indenture is supplemental to, and is entered into in accordance with Section 9.02 of, the Base Indenture, and except as expressly modified, amended and supplemented by this Supplemental Indenture, all the terms, conditions and provisions of the Base Indenture are in all respects ratified and confirmed and shall remain in full force and effect.

Section 1.2 Definitions. Capitalized terms used in this Supplemental Indenture and not otherwise defined herein shall have the meanings assigned to such terms in the Base Indenture.

## ARTICLE II

### AMENDMENTS

Section 2.1 Certain Amendments to the Base Indenture. The Base Indenture is hereby amended as follows:

(a) Section 4.03 (“SEC Reports”); Section 4.04 (“Compliance Certificate”); Section 4.05 (“Taxes”); Section 4.07 (“Limitation on Restricted Payments”); Section 4.08 (“Limitation on Restrictions on Distributions from Restricted Subsidiaries”); Section 4.09 (“Limitations on Indebtedness”); Section 4.10 (“Limitation on Sales of Assets and Subsidiary Stock”); Section 4.11 (“Limitation on Transactions with Affiliates”); Section 4.12 (“Limitation on Liens”); Section 4.14 (“Change of Control Triggering Event”); Section 4.15 (“Corporate Existence”); Section 4.18 (“Future Subsidiary Guarantors”); Sections 5.01(a)(2), 5.01(a)(3) and 5.01(b) (“Merger and Consolidation”); and Sections 6.01(a)(3), 6.01(a)(4), 6.01(a)(5), 6.01(a)(6), 6.01(a)(7) and 6.01(a)(8) (“Events of Default”) are hereby deleted in their respective entirety;

(b) the Company and the Subsidiary Guarantors shall be released from their respective obligations under each of the provisions set forth in clause (a) above and the failure to comply with the terms of any of the provisions set forth in clause (a) above shall no longer constitute a Default or an Event of Default under or a breach of the Base Indenture and shall no longer have any other consequence under the Base Indenture;

(c) all definitions set forth in Section 1.01 of the Base Indenture that relate to defined terms used solely in sections that have been deleted in their respective entirety pursuant to clause (a) above are also hereby deleted in their respective entirety;

(d) all references to Sections of the Base Indenture amended or supplemented by this Supplemental Indenture shall be to such Sections as amended or supplemented by this Supplemental Indenture; and

(e) all references to Sections or defined terms deleted by this Supplemental Indenture shall be removed from the Global Notes (including, for the avoidance of doubt, Section 8 thereof).

This Supplemental Indenture shall become effective upon the execution and delivery hereby by the Company, the Subsidiary Guarantors and the Trustee; provided however, that the amendments provided for in Section 2.1 hereof shall not become operative until the completion and settlement of the Consent Solicitation (the "Settlement Date") (other than the amendment deleting Section 4.14 of the Base Indenture, which shall become operative immediately prior to the closing of the Mergers (as defined in the Prospectus)), which is expected to occur no earlier than the second business day after the closing of the Mergers.

Effective as of the date hereof and operative on the Settlement Date, none of the Company, the Subsidiary Guarantors, the Trustee or other parties to or beneficiaries of the Indenture shall have any rights, obligations or liabilities under such deleted Sections or clauses and such deleted Sections or clauses shall not be considered in determining whether a Default or Event of Default has occurred or whether the Company or any of the Subsidiary Guarantors has observed, performed or complied with the provisions of the Indenture.

### ARTICLE III

#### MISCELLANEOUS

Section 3.1 Reference to and Effect on Base Indenture. Upon the date hereof, each reference in the Base Indenture to "this Indenture," "hereunder," "hereof," or "herein" shall mean and be a reference to the Base Indenture as supplemented by this Supplemental Indenture, unless the context requires otherwise.

Section 3.2 Relation to and Effect on Base Indenture. This Supplemental Indenture amends or supplements the Indenture and shall be a part of and subject to all the terms thereof. Except as supplemented hereby, all of the terms, provisions and conditions of the Indenture and the Notes issued thereunder shall continue in full force and effect. In the event of a conflict between the terms and conditions of the Indenture and the terms and conditions of this Supplemental Indenture, then the terms and conditions of this Supplemental Indenture shall prevail.

Section 3.3 Governing Law. THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

Section 3.4 Concerning the Trustee. The Trustee accepts the modifications of the trust effected by this Supplemental Indenture, but only upon the terms and conditions set forth in the Indenture. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained which shall be taken as statements of the Company and the Subsidiary Guarantors, and the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity or execution or sufficiency of this Supplemental Indenture, and the Trustee makes no representation with respect thereto.

Section 3.5 Successors. All agreements of the Company in this Supplemental Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors. All agreements of each Subsidiary Guarantor in this Supplemental Indenture shall bind such Subsidiary Guarantor's successors.

Section 3.6 Severability. In case any one or more of the provisions in this Supplemental Indenture shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.7 Counterpart Originals. 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. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. This Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 3.8 Headings. The Headings of the Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

[Signature pages follow.]

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

**QORVO, INC.**

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Senior Vice President and Chief  
Financial Officer

Amalfi Semiconductor, Inc.  
as a Subsidiary Guarantor

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director and President

Qorvo Oregon Inc.  
as a Subsidiary Guarantor

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director and Chief Financial Officer

Qorvo US, Inc.  
as a Subsidiary Guarantor

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director and Vice President

*[Signature page to Third Supplemental Indenture]*

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Qorvo Texas, LLC  
as a Subsidiary Guarantor

By: Qorvo US, Inc.,  
its member

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director and Vice President

RFMD, LLC  
as a Subsidiary Guarantor

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director, Vice President,  
Treasurer & Secretary

**COMPUTERSHARE TRUST COMPANY, N.A.**  
as Trustee

By: /s/ Chriss Reichow  
Name: Chriss Reichow  
Title: Vice President

*[Signature page to Third Supplemental Indenture]*

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SCHEDULE A

No.	Subsidiary Guarantor	Jurisdiction
1.	Amalfi Semiconductor, Inc.	Delaware
2.	Qorvo Oregon, Inc.	Oregon
3.	Qorvo US, Inc.	Delaware
4.	Qorvo Texas, LLC	Texas
5.	RFMD, LLC	North Carolina

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QORVO, INC.,

EACH OF THE SUBSIDIARY GUARANTORS NAMED  
ON THE SIGNATURE PAGES HERETO

and

COMPUTERSHARE TRUST COMPANY, N.A.,  
as Trustee

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SUPPLEMENTAL INDENTURE

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Dated as of June 11, 2026

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3.375% Senior Notes due 2031

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This SUPPLEMENTAL INDENTURE, dated as of June 11, 2026 (this “Supplemental Indenture”), is among Qorvo, Inc., a Delaware limited liability company (the “Company”), the Subsidiary Guarantors listed on Schedule A hereto (the “Subsidiary Guarantors”) and Computershare Trust Company, N.A., as trustee (the “Trustee”) under the Indenture referred to below;

WHEREAS, the Company, the Subsidiary Guarantors and the Trustee have executed and delivered an Indenture, dated as of September 29, 2020 (the “Base Indenture”) and, together with this Supplemental Indenture, and as otherwise amended, modified or supplemented from time to time in accordance therewith, the “Indenture”) pursuant to which the Company issued 3.375% Senior Notes due 2031 (the “Notes”);

WHEREAS, Section 9.02 of the Base Indenture provides that the Base Indenture may be amended with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or a tender offer or exchange offer for, the Notes) (the “Requisite Holders”);

WHEREAS, Skyworks Solutions, Inc., a Delaware corporation (“Skyworks”), has offered to exchange (the “Exchange Offer”) up to \$700,000,000 aggregate principal amount of new 3.375% Senior Notes due 2031 issued by Skyworks for any and all outstanding Notes upon the terms and subject to the conditions set forth in the prospectus/offers to exchange included in the Registration Statement on Form S-4, dated May 29, 2026 (as it may be amended from time to time, the “Prospectus”);

WHEREAS, in connection with the Exchange Offer, Skyworks has also solicited consents (the “Consent Solicitation”) from the Holders of the Notes to certain proposed amendments (the “Proposed Amendments”) to the Base Indenture, requiring the consent of the Requisite Holders, as described in, and upon the terms and subject to the conditions set forth in, the Prospectus, with the operation of such Proposed Amendments being subject to the satisfaction or, where permitted, waiver by Skyworks of the conditions to the Exchange Offer;

WHEREAS, Skyworks has received and caused to be delivered to the Trustee evidence of the receipt of consents from the Requisite Holders to effect the Proposed Amendments; and

WHEREAS, the Company is undertaking to execute and deliver this Supplemental Indenture to effect the Proposed Amendments in the Base Indenture with respect to the Notes in connection with the Consent Solicitation and the related Exchange Offer and in connection therewith, each of the Company and the Subsidiary Guarantors have duly authorized the execution and delivery of this Supplemental Indenture.

NOW, THEREFORE, each party hereto agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders of the Notes.

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## ARTICLE I

### DEFINITIONS

Section 1.1 Supplemental Indenture. This Supplemental Indenture is supplemental to, and is entered into in accordance with Section 9.02 of, the Base Indenture, and except as expressly modified, amended and supplemented by this Supplemental Indenture, all the terms, conditions and provisions of the Base Indenture are in all respects ratified and confirmed and shall remain in full force and effect.

Section 1.2 Definitions. Capitalized terms used in this Supplemental Indenture and not otherwise defined herein shall have the meanings assigned to such terms in the Base Indenture.

## ARTICLE II

### AMENDMENTS

Section 2.1 Certain Amendments to the Base Indenture. The Base Indenture is hereby amended as follows:

(a) Section 4.03 (“SEC Reports”); Section 4.04 (“Compliance Certificate”); Section 4.05 (“Taxes”); Section 4.12 (“Limitation on Liens”); Section 4.14 (“Change of Control Triggering Event”); Section 4.15 (“Corporate Existence”); Section 4.18 (“Future Subsidiary Guarantors”); Section 4.21 (“Limitation on Sale and Leaseback Transactions”); Sections 5.01(a)(2) and 5.01(b) (“Merger and Consolidation”); and Sections 6.01(a)(3), 6.01(a)(4), 6.01(a)(5), 6.01(a)(6), 6.01(a)(7) and 6.01(a)(8) (“Events of Default”) are hereby deleted in their respective entirety;

(b) the Company and the Subsidiary Guarantors shall be released from their respective obligations under each of the provisions set forth in clause (a) above and the failure to comply with the terms of any of the provisions set forth in clause (a) above shall no longer constitute a Default or an Event of Default under or a breach of the Base Indenture and shall no longer have any other consequence under the Base Indenture;

(c) all definitions set forth in Section 1.01 of the Base Indenture that relate to defined terms used solely in sections that have been deleted in their respective entirety pursuant to clause (a) above are also hereby deleted in their respective entirety;

(d) all references to Sections of the Base Indenture amended or supplemented by this Supplemental Indenture shall be to such Sections as amended or supplemented by this Supplemental Indenture; and

(e) all references to Sections or defined terms deleted by this Supplemental Indenture shall be removed from the Global Notes (including, for the avoidance of doubt, Section 8 thereof).

This Supplemental Indenture shall become effective upon the execution and delivery hereby by the Company, the Subsidiary Guarantors and the Trustee; provided however, that the

amendments provided for in Section 2.1 hereof shall not become operative until the completion and settlement of the Consent Solicitation (the “Settlement Date”) (other than the amendment deleting Section 4.14 of the Base Indenture, which shall become operative immediately prior to the closing of the Mergers (as defined in the Prospectus)), which is expected to occur no earlier than the second business day after the closing of the Mergers.

Effective as of the date hereof and operative on the Settlement Date, none of the Company, the Subsidiary Guarantors, the Trustee or other parties to or beneficiaries of the Indenture shall have any rights, obligations or liabilities under such deleted Sections or clauses and such deleted Sections or clauses shall not be considered in determining whether a Default or Event of Default has occurred or whether the Company or any of the Subsidiary Guarantors has observed, performed or complied with the provisions of the Indenture.

### ARTICLE III

#### MISCELLANEOUS

Section 3.1 Reference to and Effect on Base Indenture. Upon the date hereof, each reference in the Base Indenture to “this Indenture,” “hereunder,” “hereof,” or “herein” shall mean and be a reference to the Base Indenture as supplemented by this Supplemental Indenture, unless the context requires otherwise.

Section 3.2 Relation to and Effect on Base Indenture. This Supplemental Indenture amends or supplements the Indenture and shall be a part of and subject to all the terms thereof. Except as supplemented hereby, all of the terms, provisions and conditions of the Indenture and the Notes issued thereunder shall continue in full force and effect. In the event of a conflict between the terms and conditions of the Indenture and the terms and conditions of this Supplemental Indenture, then the terms and conditions of this Supplemental Indenture shall prevail.

Section 3.3 Governing Law. THIS SUPPLEMENTAL INDENTURE AND ANY CLAIM, CONTROVERSY OR DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED IN SUCH STATE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF.

Section 3.4 Concerning the Trustee. The Trustee accepts the modifications of the trust effected by this Supplemental Indenture, but only upon the terms and conditions set forth in the Indenture. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained which shall be taken as statements of the Company and the Subsidiary Guarantors, and the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity or execution or sufficiency of this Supplemental Indenture, and the Trustee makes no representation with respect thereto.

Section 3.5 Successors. All agreements of the Company in this Supplemental Indenture and the Notes shall bind its successors. All agreements of the Trustee in this

Supplemental Indenture shall bind its successors. All agreements of each Subsidiary Guarantor in this Supplemental Indenture shall bind such Subsidiary Guarantor's successors.

Section 3.6 Severability. In case any one or more of the provisions in this Supplemental Indenture shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 3.7 Counterpart Originals. 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. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. This Supplemental Indenture shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 3.8 Headings. The Headings of the Sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

[Signature pages follow.]

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

**QORVO, INC.**

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Senior Vice President and Chief Financial Officer

Amalfi Semiconductor, Inc.  
as a Subsidiary Guarantor

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director and President

Qorvo Oregon Inc.  
as a Subsidiary Guarantor

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director and Chief Financial Officer

Qorvo US, Inc.  
as a Subsidiary Guarantor

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director and Vice President

*[Signature page to Supplemental Indenture]*

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Qorvo Texas, LLC  
as a Subsidiary Guarantor

By: Qorvo US, Inc.,  
its member

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director and Vice President

RFMD, LLC  
as a Subsidiary Guarantor

By: /s/ Grant Allen Brown  
Name: Grant Allen Brown  
Title: Director, Vice President, Treasurer & Secretary

**COMPUTERSHARE TRUST COMPANY, N.A.**  
as Trustee

By: /s/ Chriss Reichow  
Name: Chriss Reichow  
Title: Vice President

*[Signature page to Supplemental Indenture]*

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SCHEDULE A

No.	Subsidiary Guarantor	Jurisdiction
1.	Amalfi Semiconductor, Inc.	Delaware
2.	Qorvo Oregon, Inc.	Oregon
3.	Qorvo US, Inc.	Delaware
4.	Qorvo Texas, LLC	Texas
5.	RFMD, LLC	North Carolina

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