

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

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 27, 2015

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 001-36801



**Qorvo, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**46-5288992**

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

**7628 Thorndike Road, Greensboro, North Carolina 27409-9421**

**and**

**2300 N.E. Brookwood Parkway, Hillsboro, Oregon 97124**

(Address of principal executive offices)

(Zip Code)

**(336) 664-1233 and (503) 615-9000**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of July 29, 2015, there were 149,530,863 shares of the registrant's common stock outstanding.

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**QORVO, INC. AND SUBSIDIARIES**

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**PART I — FINANCIAL INFORMATION****ITEM 1.**

**QORVO, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(In thousands)  
(Unaudited)

	<u>June 27, 2015</u>	<u>March 28, 2015</u>
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 325,602	\$ 299,814
Short-term investments (Note 6)	232,827	244,830
Accounts receivable, less allowance of \$161 and \$539 as of June 27, 2015 and March 28, 2015, respectively	408,074	353,830
Inventories (Note 3)	363,914	346,900
Prepaid expenses	53,005	52,169
Other receivables	24,968	25,816
Other current assets	24,927	26,538
Deferred tax assets (Note 5)	146,669	150,208
<b>Total current assets</b>	<b>1,579,986</b>	<b>1,500,105</b>
Property and equipment, net of accumulated depreciation of \$644,052 at June 27, 2015 and \$609,576 at March 28, 2015	940,070	883,371
Goodwill	2,136,773	2,140,586
Intangible assets, net of accumulated amortization of \$392,143 at June 27, 2015 and \$268,926 at March 28, 2015	2,184,013	2,307,229
Long-term investments (Note 6)	4,397	4,083
Other non-current assets	64,631	57,005
<b>Total assets</b>	<b>\$ 6,909,870</b>	<b>\$ 6,892,379</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 206,071	\$ 182,468
Accrued liabilities	128,583	131,871
Other current liabilities	842	10,971
<b>Total current liabilities</b>	<b>335,496</b>	<b>325,310</b>
Deferred tax liabilities (Note 5)	309,694	310,189
Other long-term liabilities	86,489	83,720
<b>Total liabilities</b>	<b>731,679</b>	<b>719,219</b>
Stockholders' equity:		
Preferred stock, \$.0001 par value; 5,000 shares authorized; no shares issued and outstanding	—	—
Common stock, \$.0001 par value; 405,000 shares authorized; 149,431 and 149,059 shares issued and outstanding at June 27, 2015 and March 28, 2015, respectively	6,588,201	6,584,247
Accumulated other comprehensive loss, net of tax	(1,083)	(124)
Accumulated deficit	(408,927)	(410,963)
<b>Total stockholders' equity</b>	<b>6,178,191</b>	<b>6,173,160</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 6,909,870</b>	<b>\$ 6,892,379</b>

See accompanying Notes to Condensed Consolidated Financial Statements.

**QORVO, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME**  
(In thousands, except per share data)  
(Unaudited)

	<b>Three Months Ended</b>	
	<b>June 27, 2015</b>	<b>June 28, 2014</b>
Revenue	\$ 673,641	\$ 316,321
Cost of goods sold	394,124	174,052
Gross profit	279,517	142,269
Operating expenses:		
Research and development	117,210	44,586
Marketing and selling	109,645	18,890
General and administrative	36,083	19,065
Other operating expense (Note 9)	17,914	13,608
Total operating expenses	280,852	96,149
(Loss) income from operations	(1,335)	46,120
Interest expense	(548)	(474)
Interest income	392	35
Other income, net	4,119	384
Income before income taxes	2,628	46,065
Income tax expense (Note 5)	(592)	(7,418)
Net income	\$ 2,036	\$ 38,647
Net income per share (Note 2):		
Basic	\$ 0.01	\$ 0.54
Diluted	\$ 0.01	\$ 0.52
Weighted average shares of common stock outstanding (Note 2):		
Basic	149,322	71,564
Diluted	154,461	73,659

See accompanying Notes to Condensed Consolidated Financial Statements.

**QORVO, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(In thousands)  
(Unaudited)

	Three Months Ended	
	June 27, 2015	June 28, 2014
Net income	\$ 2,036	\$ 38,647
Other comprehensive (loss) income:		
Unrealized gain (loss) on marketable securities, net of tax	812	(1)
Foreign currency translation adjustment, including intra-entity foreign currency transactions that are of a long-term-investment nature	122	34
Reclassification adjustments, net of tax:		
Realized gain on sale of marketable securities	(1,928)	—
Amortization of pension actuarial loss	35	7
Other comprehensive (loss) income	(959)	40
Total comprehensive income	<u>\$ 1,077</u>	<u>\$ 38,687</u>

See accompanying Notes to Condensed Consolidated Financial Statements.

**QORVO, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)  
(Unaudited)

	Three Months Ended	
	June 27, 2015	June 28, 2014
<b>Cash flows from operating activities:</b>		
Net income	\$ 2,036	\$ 38,647
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	42,738	11,839
Amortization and other non-cash items	123,121	7,286
Excess tax benefit from exercises of stock options	—	(330)
Deferred income taxes	3,849	2,284
Foreign currency adjustments	76	(340)
Loss on assets and other, net	474	1,008
Realized gain on sale of marketable securities	(4,025)	—
Stock-based compensation expense	48,170	9,169
Changes in operating assets and liabilities:		
Accounts receivable, net	(54,245)	(46,606)
Inventories	(21,606)	(17,304)
Prepaid expense and other current and non-current assets	(9,600)	(5,699)
Accounts payable and accrued liabilities	22,631	30,959
Income tax payable/recoverable	(5,630)	5,397
Other liabilities	(6,557)	(49)
Net cash provided by operating activities	141,432	36,261
<b>Investing activities:</b>		
Purchase of property and equipment	(89,395)	(9,771)
Proceeds from sale of property and equipment	140	7,352
Purchase of securities available-for-sale	(86,145)	(89,060)
Proceeds from maturities of securities available-for-sale	100,263	62,068
Net cash used in investing activities	(75,137)	(29,411)
<b>Financing activities:</b>		
Payment of debt	—	(87,503)
Debt issuance cost	(1,335)	—
Excess tax benefit from exercises of stock options	—	330
Proceeds from the issuance of common stock	18,386	10,627
Repurchase of common stock, including transaction costs	(50,009)	—
Tax withholding paid on behalf of employees for restricted stock units	(7,504)	(4,703)
Restricted cash associated with financing activities	(8)	45
Other financing	(3)	(17)
Net cash used in financing activities	(40,473)	(81,221)
Effect of exchange rate changes on cash	(34)	32
Net increase (decrease) in cash and cash equivalents	25,788	(74,339)
Cash and cash equivalents at the beginning of the period	299,814	171,898
Cash and cash equivalents at the end of the period	\$ 325,602	\$ 97,559
<b>Non-cash investing information:</b>		
Capital expenditure adjustments included in liabilities	\$ 6,599	\$ 10,341

See accompanying Notes to Condensed Consolidated Financial Statements.

**QORVO, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
(Unaudited)

**1. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES**

On February 22, 2014, RF Micro Devices, Inc. ("RFMD") and TriQuint Semiconductor, Inc. ("TriQuint") entered into an Agreement and Plan of Merger and Reorganization (as subsequently amended on July 15, 2014, the "Merger Agreement") providing for the business combination of RFMD and TriQuint ("Business Combination") under a new holding company named Qorvo, Inc. (formerly named Rocky Holding, Inc.) ("Qorvo"). The Business Combination closing was effective on January 1, 2015 (fourth quarter of fiscal 2015). For financial reporting and accounting purposes, RFMD was the acquirer of TriQuint. The results presented in the Condensed Consolidated Financial Statements, the Notes to the Condensed Consolidated Financial Statements and in the Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") reflect those of RFMD prior to the completion of the Business Combination with TriQuint on January 1, 2015 and those of Qorvo subsequent to the completion of the Business Combination. As used herein, all references to "the Company," "we," "us" and "our" prior to January 1, 2015 refer to RFMD and all such references on or after January 1, 2015 refer to Qorvo.

The accompanying Condensed Consolidated Financial Statements have been prepared in conformity with accounting principles generally accepted in the United States. The preparation of these financial statements requires management to make estimates and assumptions, which could differ materially from actual results. In addition, certain information or footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed, or omitted, pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). In the opinion of management, the financial statements include all adjustments (which are of a normal and recurring nature) necessary for the fair presentation of the results of the interim periods presented. These Condensed Consolidated Financial Statements should be read in conjunction with Qorvo's audited consolidated financial statements and notes thereto included in Qorvo's Annual Report on Form 10-K for the fiscal year ended March 28, 2015.

The Condensed Consolidated Financial Statements include the accounts of the Company and its wholly-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated in consolidation.

The Company uses a 52- or 53-week fiscal year ending on the Saturday closest to March 31 of each year. The first fiscal quarter of each year ends on the Saturday closest to June 30, the second fiscal quarter of each year ends on the Saturday closest to September 30 and the third fiscal quarter of each year ends on the Saturday closest to December 31. Fiscal 2016 is a 53-week year and fiscal 2015 was a 52-week year, however, the first quarters of both fiscal 2016 and fiscal 2015 included 13 weeks.

**2. NET INCOME PER SHARE**

Pursuant to the terms of the Merger Agreement, effective January 1, 2015, the Company effected a one-for-four reverse stock split of the Company's issued and outstanding shares of common stock. All share and per share information contained in the accompanying Condensed Consolidated Financial Statements, Notes to the Condensed Consolidated Financial Statements and the MD&A have been retroactively adjusted to reflect the reverse stock split for all periods presented.



**QORVO, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**  
(Unaudited)

The following table sets forth a reconciliation of the numerators and denominators in the computation of basic and diluted net income per share (in thousands, except per share data):

	Three Months Ended	
	June 27, 2015	June 28, 2014
<b>Numerator:</b>		
Numerator for basic and diluted net income per share — net income available to common stockholders	\$ 2,036	\$ 38,647
<b>Denominator:</b>		
Denominator for basic net income per share — weighted average shares	149,322	71,564
<b>Effect of dilutive securities:</b>		
Stock-based awards	5,139	2,095
Denominator for diluted net income per share — adjusted weighted average shares and assumed conversions	154,461	73,659
Basic net income per share	\$ 0.01	\$ 0.54
Diluted net income per share	\$ 0.01	\$ 0.52

In the computation of diluted net income per share for the three months ended June 27, 2015 and June 28, 2014, outstanding stock options to purchase less than 0.1 million shares were excluded because the exercise price of the options was greater than the average market price of the underlying common stock and the effect of their inclusion would have been anti-dilutive.

The computation of diluted net income per share for the three months ended June 28, 2014 does not assume the conversion of the Company's previously issued \$175 million initial aggregate principal amount of convertible subordinated notes (the "2014 Notes"). The 2014 Notes became due on April 15, 2014, and the remaining principal balance of \$87.5 million was paid with cash on hand.

### 3. INVENTORIES

Inventories are stated at the lower of cost or market determined using the average cost method. The components of inventories are as follows (in thousands):

	June 27, 2015	March 28, 2015
Raw materials	\$ 88,184	\$ 71,863
Work in process	169,273	137,306
Finished goods	106,457	137,731
Total inventories	\$ 363,914	\$ 346,900

## **QORVO, INC. AND SUBSIDIARIES**

### **NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**

(Unaudited)

#### **4. DEBT**

##### ***Credit Agreement***

On April 7, 2015, the Company and certain material domestic subsidiaries of the Company (the “Guarantors”) entered into a five-year unsecured senior credit facility with Bank of America, N.A., as administrative agent (in such capacity, the “Administrative Agent”), swing line lender, and L/C issuer, and a syndicate of lenders (the “Credit Agreement”). The Credit Agreement includes a \$300.0 million revolving credit facility, which includes a \$25.0 million sublimit for the issuance of standby letters of credit and a \$10.0 million sublimit for swingline loans. The Company may request, at any time and from time to time, that the revolving credit facility be increased by an amount not to exceed \$150.0 million. The revolving credit facility is available to finance working capital, capital expenditures and other lawful corporate purposes. The Company’s obligations under the Credit Agreement are jointly and severally guaranteed by the Guarantors. The Company currently has no outstanding amounts under the Credit Agreement.

At the Company’s option, loans under the Credit Agreement shall bear interest at (i) the Applicable Rate (as defined in the Credit Agreement) plus the Eurodollar Rate (as defined in the Credit Agreement) or (ii) the Applicable Rate plus a rate equal to the highest of (a) the federal funds rate plus 0.50%, (b) the prime rate of the Administrative Agent, or (c) the Eurodollar Rate plus 1.0% (the “Base Rate”). All swingline loans will bear interest at a rate equal to the Applicable Rate plus the Base Rate. The Eurodollar Rate is the rate per annum equal to the London Interbank Offered Rate, as published by Bloomberg, for dollar deposits for interest periods of one, two, three or six months, as selected by the Company. The Applicable Rate for Eurodollar Rate loans ranges from 1.50% per annum to 2.00% per annum. The Applicable Rate for Base Rate loans ranges from 0.50% per annum to 1.00% per annum. Interest for Eurodollar Rate loans shall be payable at the end of each applicable interest period or at three-month intervals, if such interest period exceeds three months. Interest for Base Rate loans shall be payable quarterly in arrears. The Company will pay a letter of credit fee equal to the Applicable Rate multiplied by the daily amount available to be drawn under any letter of credit, a fronting fee, and any customary documentary and processing charges for any letter of credit issued under the Credit Agreement.

The Credit Agreement contains various conditions, covenants and representations with which the Company must be in compliance in order to borrow funds and to avoid an event of default, including financial covenants that the Company must maintain a consolidated leverage ratio not to exceed 2.50 to 1.0 as of the end of any fiscal quarter of the Company and a consolidated interest coverage ratio not to be less than 3.00 to 1.0 as of the end of any fiscal quarter of the Company.

The Credit Agreement also contains customary events of default, and the occurrence of an event of default will increase the applicable rate of interest by 2.00% and could result in the termination of commitments under the revolving credit facility, the declaration that all outstanding loans are due and payable in whole or in part and the requirement of cash collateral deposits in respect of outstanding letters of credit. Outstanding amounts are due in full on the maturity date of April 7, 2020 (with amounts borrowed under the swingline option due in full no later than ten business days after such loan is made).

##### ***Convertible Debt***

In April 2007, the Company issued \$175 million aggregate principal amount of 1.00% convertible subordinated notes due 2014. These notes became due on April 15, 2014, and the remaining principal balance of \$87.5 million plus interest of \$0.4 million was paid with cash on hand.

#### **5. INCOME TAXES**

##### ***Income Tax Expense***

The Company’s provision for income taxes for the three months ended June 27, 2015 and June 28, 2014 has been calculated by applying an estimate of the annual effective tax rate for the full fiscal year to “ordinary” income or loss (pre-tax income or loss excluding unusual or infrequently occurring discrete items) for the three months ended June 27, 2015 and June 28, 2014.

The Company’s income tax expense was \$0.6 million for the three months ended June 27, 2015 and \$7.4 million for the three months ended June 28, 2014. The Company’s effective tax rate was 22.5% for the three months ended June 27, 2015 and 16.1% for the three months ended June 28, 2014. The Company’s effective tax rate for both the first quarter of fiscal 2016 and the first quarter of fiscal 2015 differed from the statutory rate primarily due to tax rate differences in foreign jurisdictions, state income taxes, domestic tax credits generated, adjustments to deferred tax assets and liabilities, adjustments to the valuation

**QORVO, INC. AND SUBSIDIARIES****NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**

(Unaudited)

allowance limiting the recognition of the benefit of domestic deferred tax assets, changes in uncertain tax position exposure, and the domestic production activity deduction.

*Deferred Taxes*

The valuation allowance against net deferred tax assets has increased in the first quarter of fiscal 2016 by \$1.4 million from the \$13.8 million balance as of the end of fiscal 2015, with the change primarily arising from an increase in domestic deferred tax assets related to domestic state tax credits. A valuation allowance remained against certain domestic and foreign net deferred tax assets as it is more likely than not that the related deferred tax assets will not be realized.

The Company has outstanding domestic federal and state tax net operating loss (“NOLs”) carry-forwards that expire in fiscal years 2016 to 2035 if unused. The use of the NOLs that were acquired in prior year acquisitions is subject to certain annual limitations under Internal Revenue Code Section 382 and similar state tax provisions.

*Uncertain Tax Positions*

The Company’s gross unrecognized tax benefits decreased from \$59.4 million as of the end of fiscal 2015 to \$58.9 million as of the end of the first quarter of fiscal 2016, with the change arising from a \$0.2 million increase related to tax positions taken with respect to the current fiscal year and a \$0.7 million decrease related to tax positions taken with respect to prior fiscal years.

**6. INVESTMENTS AND FAIR VALUE MEASUREMENTS***Available-For-Sale*

The following is a summary of available-for-sale securities as of June 27, 2015 and March 28, 2015 (in thousands):

	Available-for-Sale Securities			
	Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
<b>June 27, 2015</b>				
U.S. government/agency securities	\$ 205,667	\$ 24	\$ (6)	\$ 205,685
Auction rate securities	2,150	—	(298)	1,852
Corporate debt	24,634	—	(13)	24,621
Marketable equity securities	856	4,663	—	5,519
Money market funds	74,431	—	—	74,431
	<u>\$ 307,738</u>	<u>\$ 4,687</u>	<u>\$ (317)</u>	<u>\$ 312,108</u>
<b>March 28, 2015</b>				
U.S. government/agency securities	\$ 197,516	\$ 8	\$ (17)	\$ 197,507
Auction rate securities	2,150	—	(400)	1,750
Corporate debt	43,164	—	(17)	43,147
Marketable equity securities	1,594	6,581	—	8,175
Money market funds	48,961	—	—	48,961
	<u>\$ 293,385</u>	<u>\$ 6,589</u>	<u>\$ (434)</u>	<u>\$ 299,540</u>

The estimated fair value of available-for-sale securities was based on the prevailing market values on June 27, 2015 and March 28, 2015. We determine the cost of an investment sold based on the specific identification method.

There were \$4.0 million of gross realized gains and no gross realized losses recognized on available-for-sale securities for the three months ended June 27, 2015. The gross realized gains and losses recognized on available-for-sale securities for the three months ended June 28, 2014 were insignificant.

Unrealized losses on available-for-sale investments in a continuous unrealized loss position for fewer than 12 months as of June 27, 2015 and March 28, 2015 were insignificant. No available-for-sale investments were in a continuous unrealized loss position for 12 months or greater as of June 27, 2015 or as of March 28, 2015.

**QORVO, INC. AND SUBSIDIARIES****NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**

(Unaudited)

The aggregate amount of available-for-sale securities in an unrealized loss position at June 27, 2015 was \$85.5 million with \$0.3 million in unrealized losses. The aggregate amount of available-for-sale securities in an unrealized loss position at March 28, 2015 was \$112.9 million with \$0.4 million in unrealized losses.

The amortized cost of available-for-sale investments in debt securities with contractual maturities is as follows (in thousands):

	June 27, 2015		March 28, 2015	
	Cost	Estimated Fair Value	Cost	Estimated Fair Value
Due in less than one year	\$ 304,732	\$ 304,737	\$ 289,641	\$ 289,615
Due after ten years	2,150	1,852	2,150	1,750
Total investments in debt securities	<u>\$ 306,882</u>	<u>\$ 306,589</u>	<u>\$ 291,791</u>	<u>\$ 291,365</u>

***Fair Value Measurements***

On a quarterly basis, the Company measures the fair value of its marketable securities, which are comprised of U.S. government/agency securities, corporate debt, auction rate securities (ARS), marketable equity securities, and money market funds. Marketable securities are reported at fair value in cash and cash equivalents, short-term investments and long-term investments on the Company's Condensed Consolidated Balance Sheet. The related unrealized gains and losses are included in "Accumulated other comprehensive income loss", a component of stockholders' equity, net of tax.

**QORVO, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**  
(Unaudited)

*Recurring Fair Value Measurements*

The fair value of the financial assets measured at fair value on a recurring basis was determined using the following levels of inputs as of June 27, 2015 and March 28, 2015 (in thousands):

	Total	Quoted Prices In Active Markets For Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
<b>June 27, 2015</b>			
<b>Assets:</b>			
Available-for-sale securities			
U.S. government/agency securities	\$ 205,685	\$ 205,685	\$ —
Auction rate securities (1)	1,852	—	1,852
Corporate debt (2)	24,621	—	24,621
Marketable equity securities	5,519	5,519	—
Money market funds	74,431	74,431	—
Total available-for-sale securities	312,108	285,635	26,473
Invested funds in deferred compensation plan (3)	4,863	4,863	—
<b>Total assets measured at fair value:</b>	<b>\$ 316,971</b>	<b>\$ 290,498</b>	<b>\$ 26,473</b>
<b>Liabilities:</b>			
Invested funds in deferred compensation plan (3)	4,863	4,863	—
<b>Total liabilities measured at fair value:</b>	<b>\$ 4,863</b>	<b>\$ 4,863</b>	<b>\$ —</b>
<b>March 28, 2015</b>			
<b>Assets:</b>			
Available-for-sale securities			
U.S. government/agency securities	\$ 197,507	\$ 197,507	\$ —
Auction rate securities (1)	1,750	—	1,750
Corporate debt (2)	43,147	—	43,147
Marketable equity securities	8,175	8,175	—
Money market funds	48,961	48,961	—
Total available-for-sale securities	299,540	254,643	44,897
Invested funds in deferred compensation plan (3)	8,614	8,614	—
<b>Total assets measured at fair value:</b>	<b>\$ 308,154</b>	<b>\$ 263,257</b>	<b>\$ 44,897</b>
<b>Liabilities:</b>			
Invested funds in deferred compensation plan (3)	8,614	8,614	—
<b>Total liabilities measured at fair value:</b>	<b>\$ 8,614</b>	<b>\$ 8,614</b>	<b>\$ —</b>

(1) ARS are debt instruments with interest rates that reset through periodic short-term auctions. The Company's Level 2 ARS are valued based on quoted prices for identical or similar instruments in markets that are not active.

(2) Corporate debt includes corporate bonds and commercial paper which are valued using observable market prices for identical securities that are traded in less active markets.

(3) The non-qualified deferred compensation plan provides eligible employees and members of the Board of Directors with the opportunity to defer a specified percentage of their cash compensation. The Company includes the asset deferred by the participants in the "Other current assets" and "Other non-current assets" line items of its Condensed Consolidated Balance Sheets and the Company's obligation to deliver the deferred compensation in the "Other current liabilities" and "Other long-term liabilities" line items of its Condensed Consolidated Balance Sheets.

**QORVO, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**  
(Unaudited)

*Other Fair Value Disclosures*

The carrying values of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate fair values because of the relatively short-term maturities of these instruments.

**7. RECENT ACCOUNTING PRONOUNCEMENTS**

In April 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2015-03, *"Interest - Imputation of Interest (Topic 835-30): Simplifying the Presentation of Debt Issuance Costs"* ("ASU 2015-03"). ASU 2015-03 requires debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the related debt liability's carrying value, which is consistent with the presentation of debt discounts. The Company adopted the provisions of ASU 2015-03 in the first quarter of fiscal 2016 and the adoption of this standard is not expected to have a material impact on the Company's consolidated financial statements. Due to the absence of authoritative guidance within ASU 2015-03 for debt issuance costs related to revolving debt arrangements, the Company will continue to capitalize such costs as an asset and amortize them ratably over the term of the revolving debt arrangement.

In May 2014, the FASB issued ASU 2014-09, *"Revenue from Contracts with Customers"* ("ASU 2014-09") that amends existing guidance on revenue recognition. The new guidance is based on principles that an entity will recognize revenue to depict the transfer of goods and services to customers at an amount the entity expects to be entitled to in exchange for those goods and services. The guidance requires additional disclosures regarding the nature, amount, timing, and uncertainty of cash flows and both qualitative and quantitative information about contracts with customers and applied significant judgments. In July 2015, the FASB deferred the effective date for the adoption of ASU 2014-09 by one year. Early adoption is permissible but not before its original effective date of annual reporting periods beginning after December 15, 2016. The new authoritative guidance will become effective for the Company in the first quarter of fiscal 2019, using one of two retrospective methods of adoption. The Company has not determined which method it will adopt and is evaluating the effects the new guidance will have on its consolidated financial statements.

**8. OPERATING SEGMENT INFORMATION**

The Company's operating segments as of June 27, 2015 are Mobile Products (MP) and Infrastructure and Defense Products (IDP). In the fourth quarter of fiscal 2015, the Company renamed its reportable segments from Cellular Products Group (CPG) to MP, and Multi-Market Products Group (MPG) to IDP, as a result of the Business Combination. Additionally, the chief operating decision maker (CODM) elected to discontinue reporting Compound Semiconductor Group (CSG) as an operating segment.

MP is a leading global supplier of radio frequency (RF) solutions that perform various functions in the cellular radio front end section of smartphones, tablets and other mobile devices. These RF solutions are required for devices that operate under 4G, Wi-Fi and other communications standards. These solutions include various discrete RF components and module configurations, including complete RF front end modules that combine high-performance filters, power amplifiers and switches into single placement solutions.

IDP is a leading global supplier of a broad array of RF solutions to wireless network infrastructure, defense and aerospace markets and short-range connectivity applications for commercial, consumer, industrial and automotive markets. IDP's solutions include high power gallium arsenide ("GaAs") and gallium nitride ("GaN") components and various multichip and hybrid assemblies.

As of June 27, 2015, MP and IDP are separate reportable segments based on the organizational structure and information reviewed by the Company's Chief Executive Officer, who is the Company's CODM, and are managed separately based on the end markets and applications they support. The CODM allocates resources and assesses the performance of each operating segment primarily based on non-GAAP operating income (loss) and non-GAAP operating income (loss) as a percentage of revenue.

The "All other" category includes operating expenses such as stock-based compensation, amortization of purchased intangible assets, acquisition and integration related costs, intellectual property rights (IPR) litigation costs, restructuring and disposal costs, certain consulting costs, and other miscellaneous corporate overhead expenses that the Company does not allocate to its reportable segments because these expenses are not included in the segment operating performance measures evaluated by the

**QORVO, INC. AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**  
(Unaudited)

Company's CODM. The CODM does not evaluate operating segments using discrete asset information. The Company's operating segments do not record inter-company revenue. The Company does not allocate gains and losses from equity investments, interest and other income, or taxes to operating segments. Except as discussed above regarding the "All other" category, the Company's accounting policies for segment reporting are the same as for the Company as a whole.

The following tables present details of the Company's reportable segments and a reconciliation of the "All other" category (in thousands):

	Three Months Ended	
	June 27, 2015	June 28, 2014
<b>Net revenue:</b>		
MP	\$ 550,886	\$ 261,116
IDP	121,785	55,187
All other	970	18
<b>Total net revenue</b>	<b>\$ 673,641</b>	<b>\$ 316,321</b>
<b>(Loss) income from operations:</b>		
MP	\$ 173,742	\$ 69,616
IDP	14,073	10,871
All other	(189,150)	(34,367)
<b>(Loss) income from operations</b>	<b>(1,335)</b>	<b>46,120</b>
Interest expense	(548)	(474)
Interest income	392	35
Other income, net	4,119	384
<b>Income before income taxes</b>	<b>\$ 2,628</b>	<b>\$ 46,065</b>

	Three Months Ended	
	June 27, 2015	June 28, 2014
<b>Reconciliation of "All other" category:</b>		
Stock-based compensation expense	\$ (48,170)	\$ (9,169)
Amortization of intangible assets	(123,202)	(6,966)
Acquisition and integration related costs	(10,415)	(8,453)
Restructuring and disposal costs	(1,427)	(1,315)
IPR litigation costs	(148)	(6,014)
Other expenses (including (loss) gain on property and equipment, start-up costs and certain consulting costs)	(5,788)	(2,450)
<b>Loss from operations for "All other"</b>	<b>\$ (189,150)</b>	<b>\$ (34,367)</b>

## 9. BUSINESS ACQUISITION

Effective January 1, 2015, pursuant to the Merger Agreement, RFMD and TriQuint completed a strategic combination of their respective businesses through the "merger of equals" Business Combination under a new holding company named Qorvo, Inc.

As a result of the Business Combination, RFMD and TriQuint have combined complementary product portfolios, featuring power amplifiers (PAs), power management integrated circuits (PMICs), antenna control solutions, switch-based products and premium filters, to deliver a comprehensive portfolio of high-performance mobile solutions. It is expected that the Business

**QORVO, INC. AND SUBSIDIARIES**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**

(Unaudited)

Combination will continue to strengthen the combined company's service to the infrastructure and defense/aerospace industries and enable advanced gallium nitride (GaN) solutions for additional markets and applications. It is also expected that customers will benefit from new scale advantages in manufacturing and research and development, as well as an aggressive roadmap of new products and technologies.

The total estimated purchase price was approximately \$5,254.4 million. The allocation of the purchase price reflected in the accompanying financial statements is preliminary and is based upon estimates and assumptions that are subject to change within the measurement period (up to one year from the acquisition date pursuant to ASC 805). The measurement period remains open pending the completion of procedures related to deferred taxes.

The Business Combination resulted in the recognition of \$470.0 million of in-process research and development (IPRD) of which \$350.0 million relates to the MP operating segment and \$120.0 million relates to the IDP operating segment. The IPRD encompasses a broad technology portfolio of product innovations in RF applications for MP and IDP. These technologies include a variety of semiconductor processes in GaAs and GaN for power and switching applications and surface acoustic wave (SAW) and bulk acoustic wave (BAW) structures for filter applications. Included in IPRD are continuous improvements in the process for design and manufacturing as well as innovation in fundamental research areas such as materials, simulation and modeling, circuit design, device packaging and test. As of June 27, 2015, the IPRD for the MP operating segment was 58% complete with an estimated completion time of approximately 9 months and a remaining cost to complete of approximately \$25.2 million. As of June 27, 2015, the IPRD associated with the IDP operating segment was 77% complete with an estimated completion time of approximately 6 months and a remaining cost to complete of approximately \$33.9 million. Upon completion of the development, acquired IPRD assets will be transferred to finite-lived intangible assets and amortized over their useful lives.

During the first quarter of fiscal 2016, the Company incurred integration costs of approximately \$10.4 million and restructuring costs of approximately \$2.9 million (including stock-based compensation) associated with the Business Combination. During the first quarter of fiscal 2015, the Company incurred acquisition costs of \$2.5 million and integration costs of \$6.0 million associated with the Business Combination.

The acquisition, integration and restructuring costs are being expensed as incurred and are presented in the Condensed Consolidated Statements of Income as "Other operating expense."

**10. SUBSEQUENT EVENT**

On August 4, 2015, Qorvo's wholly-owned subsidiary TriQuint invested \$25.0 million to acquire shares of Series F Preferred Stock of Cavendish Kinetics Limited, a private limited company incorporated in England and Wales ("Cavendish"). In connection with this investment, TriQuint, Cavendish and certain Cavendish shareholders and option holders entered into an agreement (the "Acquisition Agreement") under which Cavendish and certain of its shareholders and option holders granted TriQuint the exclusive option and right, but not the obligation, to acquire the entire issued capital of Cavendish on the terms and conditions in the Acquisition Agreement. TriQuint may exercise the option at any time until the earlier of: (i) 60 days after Cavendish's pre-production release of a specified product and (ii) June 30, 2017, unless earlier terminated in accordance with its terms. This option period may be extended until June 30, 2018 under certain conditions, including an additional investment in Cavendish by TriQuint of up to \$25.0 million.

The purchase price for Cavendish would be determined based upon a total valuation of Cavendish on a debt-free, cash-free basis, equal to \$300.0 million, plus an amount equal to 4.5 times Cavendish's annualized legacy product revenue (with a proportionate reduction to reflect TriQuint's ownership in Cavendish at the time of purchase). The Acquisition Agreement contains customary representations, warranties, indemnities and covenants of the parties.



## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

### SAFE HARBOR FOR FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, that relate to our plans, objectives, estimates and goals. Statements expressing expectations regarding our future and projections relating to products, sales, revenues and earnings are typical of such statements and are made under the Private Securities Litigation Reform Act of 1995. Words such as "expect," "anticipate," "intend," "plan," "believe," and "estimate," and variations of such words and similar expressions, identify such forward-looking statements. Our business is subject to numerous risks and uncertainties, including, but not limited to the factors listed below:

- changes in business and economic conditions, including downturns in the semiconductor industry and/or the overall economy;
- our ability to accurately predict market requirements and evolving industry standards in a timely manner;
- our ability to accurately predict customer demand and thereby avoid the possibility of obsolete inventory, which would reduce our profit margins;
- our customers' and distributors' ability to manage the inventory they hold and forecast their demand;
- our ability to successfully integrate acquired businesses, operations, product technologies and personnel as well as achieve expected synergies;
- our ability to achieve cost savings and improve yields and margins on our new and existing products;
- our ability to respond to possible downward pressure on the average selling prices of our products caused by our customers or our competitors;
- our ability to efficiently utilize our capacity, or to acquire or source additional capacity, in response to customer demand;
- the inability of one or more of our customers to access their traditional sources of credit, which could lead them to reduce their level of purchases or seek credit or other accommodations from us;
- our ability to continue to improve our product designs, develop new products in response to new technologies, and achieve design wins;
- our dependence on a limited number of customers for a substantial portion of our revenue;
- our reliance on the U.S. government and on U.S government sponsored programs (principally for defense and aerospace applications) for a portion of our revenue;
- our ability to bring new products to market in response to market shifts and to use technological innovation to shorten time-to-market for our products;
- the risks associated with our wafer fabrication facilities, our assembly facilities and our test and tape and reel facilities;
- variability in manufacturing yields;
- variability in raw material costs and availability of raw materials;
- our dependence on third parties, including wafer foundries, wafer starting material suppliers, passive component manufacturers, assembly and packaging suppliers and test and tape and reel suppliers;

- our ability to manage platform provider and customer relationships;
- our ability to procure, commercialize and enforce intellectual property rights (IPR) and to operate our business without infringing on the unlicensed IPR of others;
- the risks associated with security breaches and other similar disruptions, which could compromise our information and expose us to liability and could cause our business and reputation to suffer;
- currency fluctuations, tariffs, trade barriers, tax and export license requirements and health and security issues associated with our foreign operations;
- our ability to attract and retain skilled personnel and develop leaders for key business units and functions;
- failure to realize the anticipated benefits of the Business Combination, including difficulty in integrating the businesses of RFMD and TriQuint; and
- failure to realize the expected amount and timing of cost savings and operating synergies related to the Business Combination.

These and other risks and uncertainties, which are described in more detail in our most recent Annual Report on Form 10-K and in other reports and statements that we file with the SEC, could cause the actual results and developments to be materially different from those expressed or implied by any of these forward-looking statements. Forward-looking statements speak only as of the date they were made and we undertake no obligation to update or revise such statements, except as required by the federal securities laws.

## OVERVIEW

### *Company*

On February 22, 2014, RF Micro Devices, Inc. ("RFMD") entered into an Agreement and Plan of Merger and Reorganization, (as subsequently amended on July 15, 2014, the "Merger Agreement"), with TriQuint Semiconductor, Inc. ("TriQuint") providing for the combination of RFMD and TriQuint in a merger of equals ("Business Combination") under a new holding company named Qorvo, Inc. (the "Company" or "Qorvo"). The transactions contemplated by the Merger Agreement were consummated on January 1, 2015, and as a result, TriQuint's results of operations are included in Qorvo's Condensed Consolidated Statements of Income for the quarter ended June 27, 2015.

For financial reporting and accounting purposes, RFMD was the acquirer of TriQuint in the Business Combination. Unless otherwise noted, "we," "our" or "us" in this report refers to RFMD and its subsidiaries prior to the closing of the Business Combination and to Qorvo and its subsidiaries after the closing of the Business Combination.

The following MD&A is intended to help the reader understand the consolidated results of operations and financial condition of Qorvo. MD&A is provided as a supplement to, and should be read in conjunction with, our Condensed Consolidated Financial Statements and accompanying notes.

We are a leading provider of core technologies and radio frequency ("RF") solutions for mobile, infrastructure and defense and aerospace applications. We have more than 6,700 global employees dedicated to delivering solutions for everything that connects the world. Our design and manufacturing expertise encompasses many semiconductor process technologies, which we source both internally and through external suppliers. We operate worldwide with our design, sales and manufacturing facilities located in Asia, Europe and North America.

We design, develop, manufacture and market our products to leading U.S. and international original equipment manufacturers ("OEMs") and original design manufacturers ("ODMs") in the following operating segments:

- *Mobile Products (MP)* - MP is a leading global supplier of RF solutions that perform various functions in the cellular radio front end section of smartphones, tablets and other mobile devices. These RF solutions are required for devices that operate under 4G, Wi-Fi and other communications standards. These solutions include various discrete RF components and module configurations, including complete RF front end modules that combine high-performance filters, power amplifiers and switches into single placement solutions.

- *Infrastructure and Defense Products (IDP)* - IDP is a leading global supplier of a broad array of RF solutions to wireless network infrastructure, defense and aerospace markets and short-range connectivity applications for commercial, consumer, industrial and automotive markets. IDP's solutions include high power gallium arsenide ("GaAs") and gallium nitride ("GaN") components and various multichip and hybrid assemblies.

As of June 27, 2015, our reportable segments are MP and IDP. These business segments are based on the organizational structure and information reviewed by our Chief Executive Officer, who is our chief operating decision maker (or CODM), and are managed separately based on the end markets and applications they support. The CODM allocates resources and evaluates the performance of each operating segment primarily based on operating income and operating income as a percentage of revenue. In connection with the Business Combination, in the fourth quarter of fiscal 2015 we renamed our Cellular Products Group (CPG) operating segment as MP and our Multi-Market Products Group (MPG) operating segment as IDP. Additionally, the CODM elected to discontinue reporting Compound Semiconductor Group (CSG) as an operating segment (see Note 8 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1 of this report for additional information regarding our operating segments).

#### **FIRST QUARTER FISCAL 2016 FINANCIAL HIGHLIGHTS:**

- Quarterly revenue increased 113.0% as compared to the first quarter of fiscal 2015, primarily due to the inclusion of TriQuint revenue in the three months ended June 27, 2015 as well as increased demand for our cellular RF solutions for smartphones.
- Gross margin for the quarter was 41.5% as compared to 45.0% for the first quarter of fiscal 2015. This decrease was primarily due to costs related to the Business Combination (including intangible amortization and stock-based compensation) and average selling price erosion. This decrease was partially offset by manufacturing and sourcing-related cost reductions.
- Operating loss was \$1.3 million for the first quarter of fiscal 2016 as compared to operating income of \$46.1 million for the first quarter of fiscal 2015. This decrease was primarily due to costs related to the Business Combination (including intangible amortization and stock-based compensation), which was partially offset by increased revenue and manufacturing and sourcing-related cost reductions.
- Diluted earnings per share for the first quarter of fiscal 2016 was \$0.01 as compared to \$0.52 for the first quarter of fiscal 2015 after giving retroactive effect to the one-for-four reverse stock split related to the Business Combination.
- Cash flow from operations was \$141.4 million for the first quarter of fiscal 2016 as compared to \$36.3 million for the first quarter of fiscal 2015. This year-over-year increase was primarily attributable to improved profitability exclusive of non-cash Business Combination expenses.
- Capital expenditures were \$89.4 million for the first quarter of fiscal 2016 as compared to \$9.8 million for the first quarter of fiscal 2015. This year-over-year increase was primarily related to projects for increasing manufacturing capacity.
- During the first quarter of fiscal 2016, we repurchased approximately 0.6 million shares of our common stock for approximately \$50.0 million.
- During the first quarter of fiscal 2016, we recorded merger-related expenses, integration costs and restructuring expenses totaling \$13.3 million related to the Business Combination. We expect merger and integrated-related expenses associated with the Business Combination to decrease in future periods.

**RESULTS OF OPERATIONS*****Consolidated***

The following table presents a summary of our results of operations for the three months ended June 27, 2015 and June 28, 2014 (in thousands, except percentages):

	Three Months Ended					
	June 27, 2015	% of Revenue	June 28, 2014	% of Revenue	Increase (Decrease)	Percentage Change
Revenue	\$ 673,641	100.0 %	\$ 316,321	100.0%	\$ 357,320	113.0 %
Cost of goods sold	394,124	58.5	174,052	55.0	220,072	126.4
Gross profit	279,517	41.5	142,269	45.0	137,248	96.5
Research and development	117,210	17.4	44,586	14.1	72,624	162.9
Marketing and selling	109,645	16.3	18,890	6.0	90,755	480.4
General and administrative	36,083	5.3	19,065	6.0	17,018	89.3
Other operating expense	17,914	2.7	13,608	4.3	4,306	31.6
Operating (loss) income	\$ (1,335)	(0.2)%	\$ 46,120	14.6%	(47,455)	(102.9)

Revenue increased for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014, primarily due to the inclusion of TriQuint revenue in the three months ended June 27, 2015. The remaining increase was primarily due to increased demand for our cellular RF solutions for smartphones.

Gross margin and operating income decreased for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014, primarily due to costs related to the Business Combination (including intangible amortization and stock-based compensation) and average selling price erosion. This decrease was partially offset by manufacturing and sourcing-related cost reductions.

***Operating Expenses***

Research and development expenses increased for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014, primarily due to the inclusion of TriQuint research and development expenses in the three months ended June 27, 2015, and expenses resulting from new product development for mobile products.

Marketing and selling expenses increased for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014, primarily due to marketing-related intangible asset amortization resulting from the Business Combination and the inclusion of TriQuint marketing and selling expenses in the three months ended June 27, 2015.

General and administrative expenses increased for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014, due to the inclusion of TriQuint general and administrative expenses in the three months ended June 27, 2015.

Other operating expense increased for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014, primarily due to expenses associated with the Business Combination.

### Segment Product Revenue, Operating Income and Operating Income as a Percentage of Revenue

#### Mobile Products

(In thousands, except percentages)	Three Months Ended			
	June 27, 2015	June 28, 2014	Increase	Percentage Change
Revenue	\$ 550,886	\$ 261,116	\$ 289,770	111.0%
Operating income	173,742	69,616	104,126	149.6
Operating income as a % of revenue	31.5%	26.7%		

The increase in MP revenue for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014, was primarily due to the inclusion of TriQuint revenue in the three months ended June 27, 2015. The remaining increase is primarily due to increased demand for our cellular RF solutions for smartphones.

The increase in MP operating income for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014, was primarily due to higher revenue and improved gross margin resulting from manufacturing- and sourcing-related cost reductions, which were partially offset by average selling price erosion.

#### Infrastructure and Defense Products

(In thousands, except percentages)	Three Months Ended			
	June 27, 2015	June 28, 2014	Increase	Percentage Change
Revenue	\$ 121,785	\$ 55,187	\$ 66,598	120.7%
Operating income	14,073	10,871	3,202	29.5
Operating income as a % of revenue	11.6%	19.7%		

Revenue increased for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014, primarily due to the inclusion of TriQuint revenue in the three months ended June 27, 2015. IDP's revenue and operating income for the quarter ended June 27, 2015 were adversely impacted by lower global demand for wireless infrastructure products, which is currently expected to continue in the second quarter of fiscal 2016.

See Note 8 to the Condensed Consolidated Financial Statements for a reconciliation of segment operating income to the consolidated operating income for the three months ended June 27, 2015 and June 28, 2014.

#### OTHER (EXPENSE) INCOME AND INCOME TAXES

(In thousands)	Three Months Ended	
	June 27, 2015	June 28, 2014
Interest expense	\$ (548)	\$ (474)
Interest income	392	35
Other income	4,119	384
Income tax expense	(592)	(7,418)

### **Other Income**

During the first quarter of fiscal 2016, we sold equity securities and recognized a gain of approximately \$4.0 million.

### **Income Taxes**

Our provision for income taxes for the three months ended June 27, 2015 and June 28, 2014 has been calculated by applying an estimate of the annual effective tax rate for the full fiscal year to “ordinary” income or loss (pre-tax income or loss excluding unusual or infrequently occurring discrete items) for the three months ended June 27, 2015 and June 28, 2014.

Income tax expense was \$0.6 million for the three months ended June 27, 2015, which was comprised primarily of tax expense related to domestic and international operations generating pre-tax book income offset by a tax benefit related to international operations generating pre-tax book losses. Income tax expense was \$7.4 million for the three months ended June 28, 2014, which was comprised primarily of tax expense related to domestic and international operations offset by a tax benefit related to changes in the domestic deferred tax asset valuation allowance.

The valuation allowance against net deferred tax assets as of June 27, 2015 increased by \$1.4 million from the \$13.8 million balance as of the end of fiscal 2015, with the change primarily arising from an increase in domestic deferred tax assets related to state tax credits. A valuation allowance remained against certain domestic and foreign net deferred tax assets as it is more likely than not that the related deferred tax assets will not be realized.

## **LIQUIDITY AND CAPITAL RESOURCES**

We have funded our operations to date through revenue from product sales, sales of equity and debt securities, bank borrowings and capital equipment leases. As of June 27, 2015, we had working capital of approximately \$1,244.5 million, including \$325.6 million in cash and cash equivalents (\$224.3 million was received from TriQuint in the Business Combination), compared to working capital of approximately \$377.9 million at June 28, 2014, including \$97.6 million in cash and cash equivalents. Working capital increased year-over-year primarily due to the Business Combination.

Our total cash, cash equivalents and short-term investments were \$558.4 million as of June 27, 2015. This balance includes approximately \$134.1 million held by our foreign subsidiaries. If these funds held by our foreign subsidiaries are needed for our operations in the U.S., we would be required to accrue and pay U.S. taxes to repatriate these funds. However, under our current plans, we expect to permanently reinvest these funds outside of the U.S. and do not expect to repatriate them to fund our U.S. operations.

On February 5, 2015, our Board of Directors authorized the repurchase of up to \$200.0 million of our outstanding common stock, exclusive of related fees, commissions or other expenses. Repurchases may be made at management's discretion from time to time on the open market or in privately negotiated transactions, and the program may be discontinued at any time. During the first quarter of fiscal 2016, we repurchased approximately 0.6 million shares of our common stock for approximately \$50.0 million.

### **Cash Flows from Operating Activities**

Operating activities for the three months ended June 27, 2015 generated cash of \$141.4 million, compared to \$36.3 million for the three months ended June 28, 2014. This year-over-year increase was primarily attributable to improved profitability exclusive of non-cash Business Combination expenses.

### **Cash Flows from Investing Activities**

Net cash used in investing activities for the three months ended June 27, 2015 was \$75.1 million, compared to net cash used in investing activities of \$29.4 million for the three months ended June 28, 2014. This change was primarily due to higher capital expenditures for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014. This increase in cash used in investing activities was partially offset by increased proceeds from maturities of available-for-sale securities for the three months ended June 27, 2015 as compared to the three months ended June 28, 2014.

### **Cash Flows from Financing Activities**

Net cash used in financing activities was \$40.5 million for the three months ended June 27, 2015, compared to net cash used in financing activities of \$81.2 million for the three months ended June 28, 2014. Net cash used in financing activities was higher during the three months ended June 28, 2014 as we paid the \$87.5 million remaining principal balance of the 2014 Notes. During the three months ended June 27, 2015, we repurchased 0.6 million shares of our common stock at an average price of \$83.10 on the open market.

## COMMITMENTS AND CONTINGENCIES

**Credit Agreement** On April 7, 2015, we and certain of our material domestic subsidiaries (the “Guarantors”) entered into a five-year unsecured senior credit facility with Bank of America, N.A., as administrative agent (in such capacity, the “Administrative Agent”), swing line lender, and L/C issuer, and a syndicate of lenders (the “Credit Agreement”). The Credit Agreement includes a \$300.0 million revolving credit facility, which includes a \$25.0 million sublimit for the issuance of standby letters of credit and a \$10.0 million sublimit for swingline loans. We may request, at any time and from time to time, that the revolving credit facility be increased by an amount not to exceed \$150.0 million. The revolving credit facility is available to finance working capital, capital expenditures and other lawful corporate purposes. Our obligations under the Credit Agreement are jointly and severally guaranteed by the Guarantors. We currently have no outstanding amounts under the Credit Agreement.

The Credit Agreement contains various conditions, covenants and representations with which we must be in compliance in order to borrow funds and to avoid an event of default, including financial covenants that we must maintain a consolidated leverage ratio not to exceed 2.50 to 1.0 as of the end of any fiscal quarter and a consolidated interest coverage ratio not to be less than 3.00 to 1.0 as of the end of any fiscal quarter. At June 27, 2015, we were in full compliance with these covenants.

**Capital Commitments** At June 27, 2015, we had capital commitments of approximately \$87.9 million primarily related to projects for increasing manufacturing capacity.

**Future Sources of Funding** Our future capital requirements may differ materially from those currently anticipated and will depend on many factors, including, but not limited to, market acceptance of our products, volume pricing concessions, capital improvements, demand for our products, technological advances and our relationships with suppliers and customers. Based on current and projected levels of cash flow from operations, coupled with our existing cash and cash equivalents, and our revolving credit facility, we believe that we have sufficient liquidity to meet both our short-term and long-term cash requirements. However, if there is a significant decrease in demand for our products, or in the event that growth is faster than we had anticipated, operating cash flows may be insufficient to meet our needs. If existing resources and cash from operations are not sufficient to meet our future requirements or if we perceive conditions to be favorable, we may seek additional debt or equity financing. We cannot be sure that any additional equity or debt financing will not be dilutive to holders of our common stock. Further, we cannot be sure that additional equity or debt financing, if required, will be available on favorable terms, if at all.

**Legal** We are involved in litigation and other legal proceedings in the ordinary course of business that have not been fully adjudicated. These actions, when finally concluded and determined, will not, in the opinion of management, have a material adverse effect on our consolidated financial position or results of operations.

**Taxes** We are subject to income and other taxes in the United States and in numerous foreign jurisdictions. Our domestic and foreign tax liabilities are subject to the allocation of revenues and expenses in different jurisdictions. Additionally, the amount of taxes paid is subject to our interpretation of applicable tax laws in the jurisdictions in which we operate. We are subject to audits by tax authorities. While we endeavor to comply with all applicable tax laws, there can be no assurance that a governing tax authority will not have a different interpretation of the law than we do or that we will comply in all respects with applicable tax laws, which could result in additional taxes. There can be no assurance that the outcomes from tax audits will not have an adverse effect on our results of operations in the period during which the review is conducted.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.**

There have been no material changes to our market risk exposures during the first quarter of fiscal 2016. For a discussion of our exposure to market risk, refer to Item 7A, “Quantitative and Qualitative Disclosures About Market Risk,” contained in Qorvo’s Annual Report on Form 10-K for the fiscal year ended March 28, 2015.

**ITEM 4. CONTROLS AND PROCEDURES.**

As of the end of the period covered by this report, the Company’s management, with the participation of the Company’s Chief Executive Officer and the Chief Financial Officer, evaluated the effectiveness of the Company’s disclosure controls and procedures in accordance with Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act). Based upon their evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that the Company’s disclosure controls and procedures were effective for the purpose of ensuring that the information required to be disclosed in the reports that the Company files or submits under the Exchange Act with the Securities and Exchange Commission (the SEC) (i) is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and (ii) is accumulated and communicated to the Company’s management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

On January 1, 2015, the Business Combination was consummated between RFMD and TriQuint. As a result of the Business Combination, the Company has incorporated internal controls over significant processes specific to TriQuint and the Business Combination that it believes to be appropriate and necessary in consideration of the level of related integration. As the Company further integrates the TriQuint business, it will continue to review the internal controls and may take further steps to ensure that the internal controls are effective and integrated appropriately.

Except for the paragraph above, no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the quarter ended June 27, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**PART II — OTHER INFORMATION****ITEM 1A. RISK FACTORS.**

In addition to the other information set forth in this report and in our other reports and statements that we file with the SEC, including our quarterly reports on Form 10-Q, careful consideration should be given to the factors discussed in Part I, Item 1A., “Risk Factors” in Qorvo’s Annual Report on Form 10-K for the fiscal year ended March 28, 2015, which could materially affect our business, financial condition or future results. The risks described in Qorvo’s Annual Report on Form 10-K are not the only risks that we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition and/or operating results.

**ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.****(c) Issuer Purchases of Equity Securities****Purchases of Equity Securities**

<b>Period</b>	<b>Total number of shares purchased</b>	<b>Average price paid per share</b>	<b>Total number of shares purchased as part of publicly announced plans or programs</b>	<b>Approximate dollar value of shares that may yet be purchased under the plans or programs</b>
March 29, 2015 through April 25, 2015	0	\$0.00	0	\$150 million
April 26, 2015 through May 23, 2015	0	\$0.00	0	\$150 million
May 24, 2015 through June 27, 2015	601,697	\$83.10	601,697	\$100 million
<b>Total</b>	<b>601,697</b>	<b>\$83.10</b>	<b>601,697</b>	<b>\$100 million</b>

On February 5, 2015, we announced that our Board of Directors authorized the repurchase of up to \$200.0 million of our outstanding common stock, exclusive of related fees, commissions or other expenses. Repurchases may be made at management’s discretion from time to time on the open market or in privately negotiated transactions, and the program may be



discontinued at any time. The repurchase program does not have an expiration date. Pursuant to this authorization, during the first quarter of fiscal 2016 we repurchased 601,697 shares of our common stock at an average price per share of \$83.10 for a total cost of approximately \$50.0 million. At June 27, 2015, approximately \$100.0 million remains available for future repurchases under this authorization.

**ITEM 6. EXHIBITS.**

- 10.1 Credit Agreement, dated as of April 7, 2015, by and between Qorvo, Inc., certain of its material domestic subsidiaries, Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and a syndicate of lenders (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on April 9, 2015).
- 10.2 First Amendment to Credit Agreement, dated as of June 5, 2015, by and between Qorvo, Inc., certain of its material domestic subsidiaries, Bank of America, N.A., as administrative agent, swing line lender and L/C issuer, and a syndicate of lenders (incorporated by reference to Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on June 5, 2015).
- 10.3 Form of Stock Option Agreement (Senior Officers) pursuant to the Qorvo, Inc. 2012 Stock Incentive Plan.\*
- 10.4 Form of Restricted Stock Unit Agreement (Service-Based Award for Senior Officers) pursuant to the Qorvo, Inc. 2012 Stock Incentive Plan.\*
- 10.5 Form of Restricted Stock Unit Agreement (Performance-Based and Service Based Award for Senior Officers) pursuant to the Qorvo, Inc. 2012 Stock Incentive Plan.\*
- 10.6 Form of Restricted Stock Unit Agreement (Performance-Based Award for Senior Officers (TSR)) pursuant to the Qorvo, Inc. 2012 Stock Incentive Plan.\*
- 10.7 Form of Restricted Stock Unit Award Agreement pursuant to the Qorvo, Inc. 2013 Incentive Plan.\*
- 10.8 Qorvo, Inc. Severance Benefits Plan and Summary Plan Description.\*
- 31.1 Certification of Periodic Report by Robert A. Bruggeworth, as Chief Executive Officer, pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
- 31.2 Certification of Periodic Report by Steven J. Buhaly, as Chief Financial Officer, pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
- 32.1 Certification of Periodic Report by Robert A. Bruggeworth, as Chief Executive Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- 32.2 Certification of Periodic Report by Steven J. Buhaly, as Chief Financial Officer, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- 101 The following materials from our Quarterly Report on Form 10-Q for the quarter ended June 27, 2015, formatted in XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets as of June 27, 2015 and March 28, 2015; (ii) the Condensed Consolidated Statements of Income for the three months ended June 27, 2015 and June 28, 2014; (iii) the Condensed Consolidated Statements of Comprehensive Income for the three months ended June 27, 2015 and June 28, 2014; (iv) the Condensed Consolidated Statements of Cash Flows for the three months ended June 27, 2015 and June 28, 2014; and (v) the Notes to the Condensed Consolidated Financial Statements

\* Executive compensation plan or agreement

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Qorvo, Inc.

Date: August 5, 2015

/s/ Steven J. Buhaly

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Steven J. Buhaly

Chief Financial Officer, Secretary and

Principal Accounting Officer

## EXHIBIT INDEX

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\*Executive compensation plan or agreement

Our SEC file number for documents filed with the SEC pursuant to the Securities Exchange Act of 1934, as amended, is 001-36801.

**QORVO, INC.**  
**2012 STOCK INCENTIVE PLAN**  
**Stock Option Agreement**  
**(Senior Officers)**

THIS AGREEMENT (together with Schedule A, attached hereto, the "Agreement") is made effective as of the date specified as the "Grant Date" on Schedule A hereto (the "Grant Date") between QORVO, INC., a Delaware corporation (the "Company"), and \_\_\_\_\_, an Employee of, or individual in service to, the Company or an Affiliate (the "Participant").

**RECITALS:**

In furtherance of the purposes of the Qorvo, Inc. 2012 Stock Incentive Plan (As Assumed by Qorvo, Inc. and Amended and Restated Effective January 1, 2015) (Formerly, the RF Micro Devices, Inc. 2012 Stock Incentive Plan), as it may be amended (the "Plan"), and in consideration of the services of the Participant and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Participant hereby agree as follows:

1. **Incorporation of Plan.** The rights and duties of the Company and the Participant under this Agreement shall in all respects be subject to and governed by the provisions of the Plan, the terms of which are incorporated herein by reference. In the event of any conflict between the provisions in this Agreement and those of the Plan, the provisions of the Plan shall govern, unless the Administrator determines otherwise. Unless otherwise defined herein, capitalized terms in this Agreement shall have the same definitions as set forth in the Plan.

2. **Grant of Option; Term of Option.** The Company hereby grants to the Participant pursuant to the Plan, as a matter of separate inducement and agreement in connection with his or her employment or service to the Company, and not in lieu of any salary or other compensation for his or her services, the right and option (the "Option") to purchase all or any part of such aggregate number of shares (the "Shares") of common stock of the Company (the "Common Stock") at a purchase price (the "Option Price") as specified on Schedule A, attached hereto, and subject to such other terms and conditions as may be stated herein or in the Plan or on Schedule A. The Participant expressly acknowledges that the terms of Schedule A shall be incorporated herein by reference and shall constitute part of this Agreement. The Company and the Participant further acknowledge that the Company's signature on the signature page hereof, and the Participant's signature on the Grant Letter contained in Schedule A, shall constitute their acceptance of all of the terms of this Agreement. The Option (or any portion thereof) shall be designated as an Incentive Option or Nonqualified Option, as stated on Schedule A. To the extent that the Option or any portion thereof is designated as an Incentive Option and such Option does not qualify as an Incentive Option, the Option or portion thereof shall be treated as a Nonqualified Option. The term of the Option (the "Option Period") shall be specified in Schedule A and, except as otherwise provided in the Plan or this Agreement, the Option will expire if not exercised in full by the expiration date specified in Schedule A.

3. **Stockholder Rights.** The Participant or his or her legal representatives, legatees or distributees shall not be deemed to be the holder of any Shares subject to the Option and shall not have any dividend rights, voting rights or other rights as a stockholder unless and until (and then only to the extent that) certificates for such Shares have been issued and delivered to him, her or them (or, in the case of uncertificated shares, other written evidence of ownership in accordance with Applicable Law shall have been provided).

4. Exercise of Option. Subject to the terms of the Plan and this Agreement, the Option shall become exercisable on the date or dates set forth on Schedule A attached hereto. To the extent that the Option is exercisable but is not exercised, the Option shall accumulate and be exercisable by the Participant in whole or in part at any time prior to expiration of an Option, subject to the terms of the Plan and this Agreement. The Participant expressly acknowledges that the Option may vest and be exercisable only upon such terms and conditions as are provided in this Agreement and the Plan. Upon the exercise of an Option in whole or in part, payment of the Option Price in accordance with the provisions of the Plan and this Agreement, and satisfaction of such other conditions as may be established by the Administrator or this Agreement, the Company shall as soon thereafter as practicable deliver to the Participant a certificate or certificates for the Shares purchased. Except where prohibited by the Administrator or Applicable Law (and subject to such terms and conditions as may be established by the Administrator), payment of the Option Price may be made: (a) in cash or cash equivalent; (b) by delivery (by either actual delivery or attestation) of shares of Common Stock owned by the Participant for such time period, if any, as may be determined by the Administrator; (c) by shares of Common Stock withheld upon exercise; (d) by delivery of written notice of exercise to the Company and delivery to a broker of written notice of exercise and irrevocable instructions to promptly deliver to the Company the amount of sale or loan proceeds to pay the Option Price; or (e) by a combination of the foregoing methods. Shares delivered or withheld in payment of the Option Price shall be valued at their Fair Market Value on the date of exercise. The total number of Shares that may be acquired upon exercise of the Option shall be rounded down to the nearest whole share.

5. Effect of Termination of Employment or Service. Except as may be otherwise provided in Schedule A, the Option shall not be exercised unless the Participant is, at the time of the exercise, an Employee and has been an Employee continuously since the date the Option was granted, subject to the following:

(a) The Option shall not be affected by any change in the terms, conditions or status of the Participant's employment, provided that the Participant continues to be an Employee.

(b) The employment relationship of the Participant shall be treated as continuing intact for any period that the Participant is on military or sick leave or other bona fide leave of absence, provided that the period of such leave does not exceed ninety (90) days, or, if longer, as long as the Participant's right to reemployment is guaranteed either by statute or by contract. The employment relationship of the Participant shall also be treated as continuing intact while the Participant is not in active service because of a Disability.

(c) If the employment of the Participant is terminated because of death, the following shall apply: (i) the Option shall automatically fully vest effective as of the date of the Participant's death, (ii) the Option must be exercised, if at all, prior to the close of the Option Period (after which time the Option shall terminate) and (iii) the Option shall be exercisable by such person or persons as shall have acquired the right to exercise the Option by will or by the laws of intestate succession.

(d) If the employment of the Participant terminates for Cause, his or her Option (regardless of whether vested or unvested) shall lapse and no longer be exercisable as of his or her Termination Date.

(e) If the employment of the Participant is terminated for any reason other than death or for Cause, the provisions of Section 2(b) of Schedule A shall apply.

6. No Right of Continued Employment; Forfeiture of Option. Nothing contained in this Agreement or the Plan shall confer upon the Participant any right to continue in the employment or service of the Company or an Affiliate or interfere with the right of the Company or an Affiliate to terminate the Participant's employment or service at any time. Except as otherwise expressly provided in the Plan and this Agreement

(including but not limited to Schedule A), all rights of the Participant under the Plan with respect to the unexercised portion of his or her Option shall terminate as of the Participant's Termination Date. The Participant expressly acknowledges and agrees that the termination of his or her employment or service shall (except as may otherwise be provided in this Agreement or the Plan) result in forfeiture of the Option and any Shares subject to the Option to the extent the Option has not been exercised as of the date of his or her termination of employment or service. The grant of the Option does not create any obligation to grant further awards.

7. Nontransferability of Option. To the extent that this Option is designated as an Incentive Option, the Option shall not be transferable (including by sale, assignment, pledge or hypothecation) other than by will or the laws of intestate succession, or, in the Administrator's discretion, as may otherwise be permitted in accordance with Treas. Reg. Section 1.421-1(b)(2) or Treas. Reg. Section 1.421-2(c) or any successor provisions thereto. To the extent that this Option is designated as a Nonqualified Option, the Option shall not be transferable (including by sale, assignment, pledge or hypothecation) other than by will or the laws of intestate succession, except for transfers if and to the extent permitted by the Administrator in a manner consistent with the Plan and the registration provisions of the Securities Act. Except as may be permitted by the preceding, the Option shall be exercisable during the Participant's lifetime only by the Participant or his or her guardian or legal representative.

8. Withholding; Tax Consequences.

(a) The Participant acknowledges that the Company shall require the Participant to pay the Company the amount of any federal, state, local, foreign or other tax or other amount required by any governmental authority to be withheld and paid over by the Company to such authority for the account of the Participant, and the Participant agrees, as a condition to the grant of the Option and delivery of any Shares, to satisfy such obligations. Notwithstanding the foregoing, the Administrator may in its discretion establish procedures to permit the Participant to satisfy such obligation in whole or in part, and any local, state, federal, foreign or other income tax obligations relating to the Option, by electing (the "election") to have the Company withhold shares of Common Stock from the Shares to which the recipient is otherwise entitled. The number of Shares to be withheld shall have a Fair Market Value as of the date that the amount of tax to be withheld is determined as nearly equal as possible to (but not exceeding) the amount of such obligations being satisfied. Each election must be made in writing to the Administrator in accordance with election procedures established by the Administrator.

(b) The Participant acknowledges that the Company has made no warranties or representations to the Participant with respect to the tax consequences (including but not limited to income tax consequences) with respect to the transactions contemplated by this Agreement, and the Participant is in no manner relying on the Company or its representatives for an assessment of such tax consequences. The Participant acknowledges that there may be adverse tax consequences upon the grant or exercise of the Option and/or the acquisition or disposition of the Shares subject to the Option and that he or she has been advised that he or she should consult with his or her own attorney, accountant and/or tax advisor regarding the decision to enter into this Agreement and the consequences thereof. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant.

9. Administration. The authority to construe and interpret this Agreement and the Plan, and to administer all aspects of the Plan, shall be vested in the Administrator, and the Administrator shall have all powers with respect to this Agreement as are provided in the Plan, including but not limited to the sole authority to determine whether and to what degree the Option has vested and is exercisable. Any interpretation

of this Agreement by the Administrator and any decision made by it with respect to this Agreement is final and binding.

10. Superseding Agreement; Successors and Assigns. This Agreement supersedes any statements, representations or agreements of the Company with respect to the grant of the Option, any other equity-based awards or any related rights, and the Participant hereby waives any rights or claims related to any such statements, representations or agreements. Except as may be otherwise provided in the Plan, this Agreement does not supersede or amend any existing Change in Control Agreement, Inventions, Confidentiality and Nonsolicitation Agreement, Noncompetition Agreement, Severance Agreement, Employment Agreement or any other similar agreement between the Participant and the Company, including, but not limited to, any restrictive covenants contained in such agreements. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, next-of-kin, successors and assigns.

11. Governing Law. Except as otherwise provided in the Plan or herein, this Agreement shall be construed and enforced according to the laws of the State of Delaware, without regard to the conflict of laws provisions of any state, and in accordance with applicable federal laws of the United States.

12. Amendment; Waiver. Subject to the terms of the Plan and this Agreement, this Agreement may be modified or amended only by the written agreement of the parties. Notwithstanding the foregoing, the Administrator shall have unilateral authority to amend this Agreement (without Participant consent) to the extent necessary to comply with Applicable Law or changes to Applicable Law (including but not limited to federal securities laws and Code Section 409A). The waiver by the Company of a breach of any provision of this Agreement by the Participant shall not operate or be construed as a waiver of any subsequent breach by the Participant.

13. Notices. Except as may be otherwise provided by the Plan, any written notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three business days after mailed but in no event later than the date of actual receipt. Notice may also be provided by electronic submission, if and to the extent permitted by the Administrator. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Company's records, or if to the Company, at the Company's principal office located in Greensboro, NC, attention Corporate Treasurer, Qorvo, Inc.

14. Severability. The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

15. Restrictions on Option and Shares. The Company may impose such restrictions on the Option and any Shares or other benefits underlying the Option as it may deem advisable, including without limitation restrictions under the federal securities laws, the requirements of any stock exchange or similar organization and any blue sky, state or foreign securities laws applicable to such Option or Shares. Notwithstanding any other provision in the Plan or this Agreement to the contrary, the Company shall not be obligated to issue, deliver or transfer shares of Common Stock, to make any other distribution of benefits, or to take any other action, unless such delivery, distribution or action is in compliance with all Applicable Law (including but not limited to the requirements of the Securities Act). The Company may cause a restrictive legend to be placed on any certificate for Shares issued pursuant to the Option in such form as may be prescribed from time to time by Applicable Law or as may be advised by legal counsel.



16. Counterparts; Further Instruments. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

17. Compliance with Recoupment, Ownership and Other Policies or Agreements. As a condition to receiving this Option, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to the Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law.

18. Notice of Disposition. To the extent that the Option is designated as an Incentive Option, if any Shares are disposed of within two (2) years following the date of grant or one year following the transfer of such Shares to the Participant upon exercise, the Participant shall, promptly following such disposition, notify the Company in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Administrator may reasonably require.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Company and by the Participant effective as of the Grant Date stated herein.

**QORVO, INC.**

By: \_\_\_\_\_  
Robert A. Bruggeworth  
President and Chief Executive Officer

Attest:

\_\_\_\_\_  
Suzanne B. Rudy  
Vice President, Corporate Treasurer  
and Compliance Officer

*[Signature Page of Participant to Follow on Schedule A/Grant Letter]*

**Qorvo, Inc.**  
**2012 Stock Incentive Plan**  
**Stock Option Agreement**  
**(Senior Officers)**

**Schedule A/Grant Letter**

1. Grant Terms. Pursuant to the terms and conditions of the Company's 2012 Stock Incentive Plan, as it may be amended (the "Plan"), and the Stock Option Agreement (Senior Officers) attached hereto (the "Agreement"), you (the "Participant") have been granted [an Incentive Option][a Nonqualified Option] (the "Option") to purchase \_\_\_\_\_ shares of Common Stock (the "Shares") as outlined below. Unless otherwise defined herein, capitalized terms in this Schedule A shall have the same definitions as set forth in the Agreement and the Plan.

Granted To:	_____
Grant Date:	_____
Number of Shares Subject to Option:	_____
Option Price per Share:	_____
Option Period:	_____
Expiration Date:	_____

2. Vesting of Option.\*

(a) *General:*

(i) The Option shall be deemed vested with respect to twenty-five percent (25%) of the Shares subject to the Option on the first anniversary of the Grant Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date;

(ii) The Option shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of fifty percent (50%)) of the Shares subject to the Option on the second anniversary of the Grant Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date;

(iii) The Option shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of seventy-five percent (75%)) of the Shares subject to the Option on the third anniversary of the Grant Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date; and

(iv) The Option shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of one hundred percent (100%)) of the Shares subject to the Option on the fourth anniversary of the Grant Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date.

*[Modify vesting schedule as appropriate.]*

\_\_\_\_\_  
\*Subject to terms and conditions of the Plan and/or the Agreement.

(b) *Special Post-Termination Vesting and Exercise Terms:* Notwithstanding the vesting provisions of Section 2(a) of Schedule A and Section 5 of the Agreement, in the event of the Participant's termination of employment or service for any reason (including termination due to Disability) other than death or for Cause, the following terms shall apply with respect to the Option:

(i) If the Participant (A) has executed within the Statutory Notice Period, a Release and, if so determined by the Company, a Severance Agreement with the Company, (B) does not revoke the Release prior to the end of the seven-day statutory revocation period, and (C) satisfies the Post-Employment Condition, then the Option shall continue to vest according to the vesting schedule stated in Section 2(a) above as if the Participant had remained an employee of, or service provider to, the Company and shall remain exercisable for the remainder of the Option Period.

(ii) If the Participant fails to execute such Release and, if applicable, Severance Agreement, within the Statutory Notice Period, or revokes the Release prior to the end of the seven-day statutory revocation period, or violates the Post-Employment Condition, the Option (and any remaining right to underlying Shares) shall be deemed forfeited in its entirety as of the date of the Participant's Termination Date.

(iii) If the Administrator determines in the exercise of its discretion that the Participant has committed a breach or violation of the Release, the Severance Agreement, the ICN Agreement or the Post-Employment Condition at any time on or prior to end of the Post-Termination Period (without regard to when the Administrator first discovers or has notice of any such breach or violation), then, in addition to any other remedies available to the Company at law or in equity as a result of such breach or violation, (A) the Option (and any remaining right to underlying Shares) shall immediately be forfeited in its entirety; (B) any Shares subject to the Option that were acquired upon exercise following the Participant's Termination Date shall immediately be forfeited and returned to the Company without the payment by the Company of any consideration for such Shares (including repayment of any amount paid by the Participant with respect to taxes related to the grant or exercise of the Option), other than repayment of the original purchase price for the Shares, and the Participant shall cease to have any interest in or right to such Shares and shall cease to be recognized as the legal owner of such Shares; and (Z) any Gain realized by the Participant with respect to any Shares issued following the Participant's Termination Date shall immediately be paid by the Participant to the Company. The Administrator shall have discretion to determine the basis for termination, whether any breach of the Release, the Severance Agreement, the ICN Agreement or the Post-Employment Condition has occurred and to otherwise interpret this Section 2.

(iv) If, during the Post-Termination Period, the Participant dies, to the extent that the Option is not fully vested as of the date of the Participant's death, the Option shall automatically fully vest effective as of the date of the Participant's death and shall be exercisable as provided in Section 5(c) of the Agreement.

(v) The Option, to the extent it is designated as an Incentive Option, shall cease to qualify as such in the event it is not exercised within three months following the Participant's termination of employment (or one year in the event of termination of employment due to Disability).

(c) *Defined Terms:* In addition to other terms defined herein or in the Agreement, the following terms shall have the meanings given below:

(i) "Gain" means the Fair Market Value of the Company's Common Stock on the date of sale or other disposition, multiplied by the number of Shares sold or disposed of, less the aggregate purchase price paid for the Shares.

(ii) "ICN Agreement" means any Inventions, Confidentiality and Nonsolicitation Agreement (without regard to the formal title of such agreement) previously entered into between the Company and the Participant.

(iii) "Post-Employment Condition" means the Participant may not provide services (whether as an employee, consultant or advisor) to any for-profit entity other than the Company or its Affiliates during the Post-Termination Period without the approval of the Administrator, which may be exercised in its sole discretion.

(iv) "Post-Termination Period" means the period commencing on the Participant's Termination Date and ending on the date that the last installment of the Option vests under this Agreement.

(v) "Release" means an irrevocable (except to the extent required by law to be revocable) general release of claims, in form acceptable to the Company and containing such terms as may be specified by the Company in the exercise of its discretion (which discretion may include, but shall not be limited to, requiring a broad release of claims in favor of the Company).

(vi) "Severance Agreement" means a severance or other similar agreement, in form acceptable to the Company and containing such terms as may be specified by the Company in the exercise of its discretion (which discretion may include, but shall not be limited to, requiring restrictive covenants in favor of the Company).

(vii) "Statutory Notice Period" means twenty-one (21) days (or such other applicable statutory notice and/or consideration period) from the date a Release has been presented to the Participant by the Company.

By my signature below, I, the Participant, hereby acknowledge receipt of this Grant Letter and the Agreement. I understand that the Grant Letter and other provisions of Schedule A herein are incorporated by reference into the Agreement and constitute a part of the Agreement. By my signature below, I further agree to be bound by the terms of the Plan and the Agreement, including but not limited to the terms of this Grant Letter and the other provisions of Schedule A contained herein. The Company reserves the right to treat the Option and the Agreement as cancelled, void and of no effect if the Participant fails to return a signed copy of the Grant Letter within 30 days of receipt.

Date:

Signature: \_\_\_\_\_

\_\_\_\_\_

*Note: If there are any discrepancies in the name shown above, please make the appropriate corrections on this form and return to Treasury Department, Qorvo, Inc., 7628 Thorndike Road, Greensboro, NC 27409-9421. Please retain a copy of the Agreement, including this Grant Letter, for your files.*

**QORVO, INC.**  
**2012 STOCK INCENTIVE PLAN**  
**Restricted Stock Unit Agreement**  
**(Service-Based Award for Senior Officers)**

THIS AGREEMENT (together with Schedule A, attached hereto, the "Agreement") is made effective as of the Grant Date (as defined in Section 2 below) between QORVO, INC., a Delaware corporation (the "Company"), and \_\_\_\_\_, an Employee of, or individual in service to, the Company or an Affiliate (the "Participant").

**RECITALS:**

In furtherance of the purposes of the Qorvo, Inc. 2012 Stock Incentive Plan (As Assumed by Qorvo, Inc. and Amended and Restated Effective January 1, 2015) (Formerly, the RF Micro Devices, Inc. 2012 Stock Incentive Plan), as it may be amended (the "Plan"), and in consideration of the services of the Participant and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Participant hereby agree as follows:

1. **Incorporation of Plan.** The rights and duties of the Company and the Participant under this Agreement shall in all respects be subject to and governed by the provisions of the Plan, the terms of which are incorporated herein by reference. In the event of any conflict between the provisions in the Agreement and those of the Plan, the provisions of the Plan shall govern, unless the Administrator determines otherwise. Unless otherwise defined herein, capitalized terms in this Agreement shall have the same definitions as set forth in the Plan.
2. **Terms of Award.** The following terms used in this Agreement shall have the meanings set forth in this Section 2:
  - (a) The "Participant" is \_\_\_\_\_. Employee ID# \_\_\_\_\_,
  - (b) The "Grant Date" is \_\_\_\_\_.
  - (c) The "Restriction Period" is the period beginning on the Grant Date and ending on such date or dates and occurrence of such conditions as described in Schedule A which is attached hereto and expressly made a part of this Agreement.
  - (d) The number of shares of Common Stock subject to the award of Restricted Stock Units granted under this Agreement shall be \_\_\_\_\_ shares (the "Shares").
3. **Grant of Award of Restricted Stock Units.** Subject to the terms of this Agreement and the Plan, the Company hereby grants the Participant an award of Restricted Stock Units (the "Award") for that number of Shares as is set forth in Section 2. **The Participant expressly acknowledges that the terms of Schedule A shall be incorporated herein by reference and shall constitute part of this Agreement. The Company and the Participant further acknowledge that the Company's signature on the signature page hereof, and the Participant's signature on the Grant Letter contained in Schedule A, shall constitute their acceptance of all of the terms of this Agreement.**
4. **Stockholder Rights.** The Participant or his or her legal representatives, legatees or distributees shall not be deemed to be the holder of any Shares subject to the Award and shall not have any dividend rights (except as otherwise provided in Section 3 of Schedule A), voting rights or other rights as a

stockholder unless and until (and then only to the extent that) the Award has vested and certificates for such Shares have been issued and delivered to him, her or them (or, in the case of uncertificated shares, other written evidence of ownership in accordance with Applicable Law shall have been provided).

5. Vesting and Earning of Award. Subject to the terms of the Plan and this Agreement, the Award shall be deemed vested and earned, and the Shares subject to the Award shall be distributable as provided in Section 7 herein, upon such date or dates, and subject to such conditions, as are described in this Agreement, including Section 2 of Schedule A. Without limiting the effect of the foregoing, the Shares subject to the Award may vest in installments over a period of time, if so provided in Schedule A. The Participant expressly acknowledges that the Award shall vest only upon such terms and conditions as are provided in this Agreement (including but not limited to Schedule A) and otherwise in accordance with the terms of the Plan. Without limiting the effect of the foregoing, the Participant understands and agrees that the Administrator may delay the vesting of the Award (or portion thereof) and the issuance of the underlying Shares in order to comply with Applicable Law or applicable policies of the Company implemented to ensure compliance with such laws (including but not limited to insider trading provisions and the Company's insider trading policy); provided, however, that any such delay in vesting of the Award or issuance of Shares shall not apply to any Shares subject to an effective Rule 10b5-1 trading plan. The Administrator has sole authority to determine whether and to what degree the Award has vested and been earned and is payable and to interpret the terms and conditions of this Agreement and the Plan.

6. Effect of Termination of Employment; Forfeiture of Award. Except as may be otherwise provided in the Plan or this Agreement (including but not limited to Schedule A), in the event the employment or service of the Participant is terminated for any reason (whether by the Company or the Participant, and whether voluntary or involuntary) and all or part of the Award has not been earned or vested as of the Participant's Termination Date pursuant to the terms of this Agreement, then the Award, to the extent not vested as of the Participant's Termination Date, shall be forfeited immediately upon such termination, and the Participant shall have no further rights with respect to the Award or the Shares underlying that portion of the Award that has not yet been earned and vested. The Participant expressly acknowledges and agrees that the termination of his or her employment or service shall (except as may otherwise be provided in this Agreement or the Plan) result in forfeiture of the Award and the Shares to the extent the Award has not been earned and vested as of his or her Termination Date.

7. Settlement of Award. The Award, if earned in accordance with the terms of this Agreement, shall be payable in whole shares of Common Stock. The total number of Shares that may be acquired upon vesting of the Award (or portion thereof) shall be rounded down to the nearest whole share. A certificate or certificates for the Shares subject to the Award or portion thereof shall be issued in the name of the Participant or his or her beneficiary (or, in the case of uncertificated shares, other written evidence of ownership in accordance with Applicable Law shall be provided) as soon as practicable after, and only to the extent that, the Award or portion thereof has vested and is distributable. Shares of Common Stock or any other benefit subject to the Award shall, upon vesting of the Award (and except as otherwise provided in Sections 2(b)(iv) and 2(b)(v) of Schedule A), be issued and distributed to the Participant (or his or her beneficiary) no later than the later of (a) the fifteenth (15th) day of the third month following the Participant's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture, or (b) the fifteenth (15th) day of the third month following the end of the Company's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture, or otherwise in accordance with Code Section 409A.

8. No Right of Continued Employment or Service. Nothing contained in this Agreement or the Plan shall confer upon the Participant any right to continue in the employment or service of the Company or an Affiliate or to interfere in any way with the right of the Company or an Affiliate to terminate the

Participant's employment or service at any time. Except as otherwise expressly provided in the Plan and this Agreement (including but not limited to Schedule A), all rights of the Participant under the Plan with respect to the unvested portion of his or her Award shall terminate upon the termination of employment or service of the Participant with the Company or an Affiliate. The grant of the Award does not create any obligation to grant further awards.

9. Nontransferability of Award and Shares. The Award shall not be transferable (including by sale, assignment, pledge or hypothecation) other than by will or the laws of intestate succession. The designation of a beneficiary in accordance with the Plan does not constitute a transfer. The Participant shall not sell, transfer, assign, pledge or otherwise encumber the Shares subject to the Award until such Shares have been issued and delivered to the Participant.

10. Withholding; Tax Consequences.

(a) The Participant acknowledges that the Company shall require the Participant to pay the Company the amount of any federal, state, local, foreign or other tax or other amount required by any governmental authority to be withheld and paid over by the Company to such authority for the account of the Participant, and the Participant agrees, as a condition to the grant of the Award and delivery of any Shares, to satisfy such obligations. Notwithstanding the foregoing, the Administrator may in its discretion establish procedures to permit the Participant to satisfy such obligation in whole or in part, and any local, state, federal, foreign or other income tax obligations relating to the Award, by electing (the "election") to have the Company withhold shares of Common Stock from the Shares to which the recipient is otherwise entitled. The number of Shares to be withheld shall have a Fair Market Value as of the date that the amount of tax to be withheld is determined as nearly equal as possible to (but not exceeding) the amount of such obligations being satisfied. Each election must be made in writing to the Administrator in accordance with election procedures established by the Administrator.

(b) The Participant acknowledges that the Company has made no warranties or representations to the Participant with respect to the tax consequences (including but not limited to income tax consequences) with respect to the transactions contemplated by this Agreement, and the Participant is in no manner relying on the Company or its representatives for an assessment of such tax consequences. The Participant acknowledges that there may be adverse tax consequences upon the grant or vesting of the Award and/or the acquisition or disposition of the Shares subject to the Award and that he or she has been advised that he or she should consult with his or her own attorney, accountant and/or tax advisor regarding the decision to enter into this Agreement and the consequences thereof. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant.

11. Administration. The authority to construe and interpret this Agreement and the Plan, and to administer all aspects of the Plan, shall be vested in the Administrator, and the Administrator shall have all powers with respect to this Agreement as are provided in the Plan, including but not limited to the sole authority to determine whether and to what degree the Award has been earned and vested. Any interpretation of this Agreement by the Administrator and any decision made by it with respect to this Agreement is final and binding.

12. Superseding Agreement; Successors and Assigns. This Agreement supersedes any statements, representations or agreements of the Company with respect to the grant of the Award, any other equity-based awards or any related rights, and the Participant hereby waives any rights or claims related to



any such statements, representations or agreements. Except as may be otherwise provided in the Plan, this Agreement does not supersede or amend any existing Change in Control Agreement, Inventions, Confidentiality and Nonsolicitation Agreement, Noncompetition Agreement, Severance Agreement, Employment Agreement or any other similar agreement between the Participant and the Company, including, but not limited to, any restrictive covenants contained in such agreements. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, next-of-kin, successors and assigns.

13. Governing Law. Except as otherwise provided in the Plan or herein, this Agreement shall be construed and enforced according to the laws of the State of Delaware, without regard to the conflict of laws provisions of any state, and in accordance with applicable federal laws of the United States.

14. Amendment; Waiver. Subject to the terms of the Plan and this Agreement, this Agreement may be modified or amended only by the written agreement of the parties hereto. Notwithstanding the foregoing, the Administrator shall have unilateral authority to amend this Agreement (without Participant consent) to the extent necessary to comply with Applicable Law or changes to Applicable Law (including but not limited to federal securities laws and Code Section 409A). The waiver by the Company of a breach of any provision of this Agreement by the Participant shall not operate or be construed as a waiver of any subsequent breach by the Participant.

15. Notices. Except as may be otherwise provided by the Plan, any written notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three business days after mailed but in no event later than the date of actual receipt. Notice may also be provided by electronic submission, if and to the extent permitted by the Administrator. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Company's records, or if to the Company, at the Company's principal office located in Greensboro, NC, attention Corporate Treasurer, Qorvo, Inc.

16. Severability. The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

17. Restrictions on Award and Shares. The Company may impose such restrictions on the Award and any Shares or other benefits underlying the Award as it may deem advisable, including without limitation restrictions under the federal securities laws, the requirements of any stock exchange or similar organization and any blue sky, state or foreign securities laws applicable to such Award or Shares. Notwithstanding any other provision in the Plan or this Agreement to the contrary, the Company shall not be obligated to issue, deliver or transfer shares of Common Stock, to make any other distribution of benefits, or to take any other action, unless such delivery, distribution or action is in compliance with all Applicable Law (including but not limited to the requirements of the Securities Act). The Company may cause a restrictive legend to be placed on any certificate for Shares issued pursuant to the Award in such form as may be prescribed from time to time by Applicable Law or as may be advised by legal counsel. The Administrator may delay the right to receive or dispose of shares of Common Stock (or other benefits) upon settlement of the Award at any time if the Administrator determines that allowing issuance of shares of Common Stock (or distribution of other benefits) would violate any federal, state or foreign securities laws or applicable policies of the Company, and the Administrator may provide in its discretion that any time periods to receive shares of Common Stock (or other benefits) subject to the Award are tolled or extended during a period of suspension or delay (subject to any Code Section 409A considerations); provided, however, that any such delay,

suspension, tolling or extension shall not apply to any Shares subject to an effective Rule 10b5-1 trading plan.

18. Counterparts; Further Instruments. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

19. Compliance with Recoupment, Ownership and Other Policies or Agreements. As a condition to receiving this Award, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to the Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Company and by the Participant effective as of the Grant Date stated herein.

**QORVO, INC.**

By: \_\_\_\_\_  
Robert A. Bruggeworth  
President and Chief Executive Officer

Attest:

\_\_\_\_\_  
Suzanne B. Rudy  
Vice President, Corporate Treasurer  
and Compliance Officer

*[Signature Page of Participant to Follow on Schedule A/Grant Letter]*

**Qorvo, Inc.**  
**2012 Stock Incentive Plan**  
**Restricted Stock Unit Agreement**  
**(Service-Based Award for Senior Officers)**

**Schedule A/Grant Letter**

1. Grant Terms. Pursuant to the terms and conditions of the Company's 2012 Stock Incentive Plan, as it may be amended (the "Plan"), and the Restricted Stock Unit Agreement (Service-Based Award for Senior Officers) attached hereto (the "Agreement"), you (the "Participant") have been granted an award of Restricted Stock Units (the "Award") for \_\_\_\_\_ shares of Common Stock (the "Shares"). Unless otherwise defined herein, capitalized terms in this Schedule A shall have the same definitions as set forth in the Agreement and the Plan.

(a) Granted To: \_\_\_\_\_  
Grant Date: \_\_\_\_\_

Number of Shares Subject to Award: \_\_\_\_\_

2. Vesting of Award.\*

(a) General:

(i) The Award shall be deemed vested with respect to twenty-five percent (25%) of the Shares subject to the Award on the first anniversary of the Grant Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date;

(ii) The Award shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of fifty percent (50%)) of the Shares subject to the Award on the second anniversary of the Grant Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date;

(iii) The Award shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of seventy-five percent (75%)) of the Shares subject to the Award on the third anniversary of the Grant Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date; and

(iv) The Award shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of one hundred percent (100%)) of the Shares subject to the Award on the fourth anniversary of the Grant Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date.

(b) Special Post-Termination Vesting Terms. Notwithstanding the provisions of Section 2(a), the following terms shall apply with respect to the Award:

(i) In the event of the Participant's termination of employment or service for Cause, the Award (and any remaining right to underlying Shares) shall be forfeited immediately.

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\* Subject to terms and conditions of the Plan and/or the Agreement.

(ii) In the event of the Participant's death, the Award shall automatically fully vest effective as of the date of the Participant's death.

(iii) In the event of the Participant's termination of employment or service for any reason (including termination due to Disability) other than death or for Cause, the following terms shall apply with respect to the Award:

(A) If the Participant (1) has executed within the Statutory Notice Period, a Release and, if so determined by the Company, a Severance Agreement with the Company, (2) does not revoke the Release prior to the end of the seven-day statutory revocation period, and (3) satisfies the Post-Employment Condition, then the Award shall continue to vest according to the vesting schedule stated in Section 2(a) above as if the Participant had remained an employee of, or service provider to, the Company during the Post-Termination Period.

(B) If the Participant fails to execute such Release and, if applicable, Severance Agreement, within the Statutory Notice Period, or revokes the Release prior to the end of the seven-day statutory revocation period, or violates the Post-Employment Condition, the Award (and any remaining right to underlying Shares) shall be deemed forfeited in its entirety as of the date of the Participant's Termination Date.

(C) If the Administrator determines in the exercise of its discretion that the Participant has committed a breach or violation of the Release, the Severance Agreement, the ICN Agreement or the Post-Employment Condition at any time on or prior to end of the Post-Termination Period (without regard to when the Administrator first discovers or has notice of any such breach or violation), then, in addition to any other remedies available to the Company at law or in equity as a result of such breach or violation, (1) the Award (and any remaining right to underlying Shares) shall immediately be forfeited in its entirety; (2) any Shares and any other benefit subject to the Award that vested following the Participant's Termination Date shall immediately be forfeited and returned to the Company (without the payment of any consideration for such Shares, including repayment of any amount paid by the Participant with respect to taxes related to the grant or vesting of the Award), and the Participant shall cease to have any interest in or right to such Shares and shall cease to be recognized as the legal owner of such Shares; and (3) any Gain realized by the Participant with respect to any Shares issued following the Participant's Termination Date shall immediately be paid by the Participant to the Company. The Administrator shall have discretion to determine the basis for termination, whether any breach of the Release, the Severance Agreement, the ICN Agreement or the Post-Employment Condition has occurred and to otherwise interpret this Section 2.

(D) If, during the Post-Termination Period, the Participant dies, to the extent the Award is not fully vested as of the date of the Participant's death, the Award shall automatically fully vest effective as of the date of the Participant's death.

(iv) Except as otherwise provided in Section 2(b)(v) below, any shares of Common Stock and any other benefit subject to the Award distributable to the Participant following termination of employment or service pursuant to Section 2(b) herein shall be issued in accordance with the vesting schedule stated in Section 2(a) above and shall be distributed on such vesting dates or a later date(s) within the same taxable year of the Participant, or, if later, by the 15th day of the third calendar month following the date(s) specified in Section 2(a) and the Participant shall not be

permitted, directly or indirectly, to designate the taxable year of distribution, or shall otherwise be made in accordance with Code Section 409A and related regulations.

(v) Any shares of Common Stock issuable to such person or persons as shall have acquired the right to the Award by will or by the laws of intestate succession following the Participant's death pursuant to Section 2(b)(ii) or Section 2(b)(iii)(D) above shall be issued to such person or persons on the date that is the 90th day following the date of the Participant's death and shall be distributed on such issuance date or a later date within the same taxable year of the Participant's death, or, if later, by the 15th day of the third calendar month following the taxable year of the Participant's death and the Participant (or such person or persons as shall have acquired the right to the Award by will or by the laws of intestate succession) shall not be permitted, directly or indirectly, to designate the taxable year of distribution, or shall otherwise be made in accordance with Code Section 409A and related regulations.

(c) Defined Terms: In addition to other terms defined herein or in the Agreement, the following terms shall have the meanings given below:

(i) "Gain" means the Fair Market Value of the Company's Common Stock on the date of sale or other disposition, multiplied by the number of Shares sold or disposed of.

(ii) "ICN Agreement" means any Inventions, Confidentiality and Nonsolicitation Agreement (without regard to the formal title of such agreement) previously entered into between the Company and the Participant.

(iii) "Post-Employment Condition" means the Participant may not provide services (whether as an employee, consultant or advisor) to any for-profit entity other than the Company or its Affiliates during the Post-Termination Period without the approval of the Administrator, which may be exercised in its sole discretion.

(iv) "Post-Termination Period" means the period commencing on the Participant's Termination Date and ending on the date that the last installment of Shares covered by the Award vests under this Agreement.

(v) "Release" means an irrevocable (except to the extent required by law to be revocable) general release of claims, in form acceptable to the Company and containing such terms as may be specified by the Company in the exercise of its discretion (which discretion may include, but shall not be limited to, requiring a broad release of claims in favor of the Company).

(vi) "Severance Agreement" means a severance or other similar agreement, in form acceptable to the Company and containing such terms as may be specified by the Company in the exercise of its discretion (which discretion may include, but shall not be limited to, requiring restrictive covenants in favor of the Company).

(vii) "Statutory Notice Period" means twenty-one (21) days (or such other applicable statutory notice and/or consideration period) from the date a Release has been presented to the Participant by the Company.

3. Dividends. If the Company pays a dividend at any time after the Grant Date, such dividends shall be paid to the Participant in accordance with Section 7 of the Agreement and Sections 2(b)(iv) and 2(b)(v) of this Schedule A upon and to the extent of the vesting of the underlying shares of Common Stock.

*[Signature Page to Follow]*

By my signature below, I, the Participant, hereby acknowledge receipt of this Grant Letter and the Agreement. I understand that the Grant Letter and other provisions of Schedule A herein are incorporated by reference into the Agreement and constitute a part of the Agreement. By my signature below, I further agree to be bound by the terms of the Plan and the Agreement, including but not limited to the terms of this Grant Letter and the other provisions of Schedule A contained herein. The Company reserves the right to treat the Award and the Agreement as cancelled, void and of no effect if the Participant fails to return a signed copy of the Grant Letter within 30 days of receipt.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Note: If there are any discrepancies in the name shown above, please make the appropriate corrections on this form and return to Treasury Department, Qorvo, Inc., 7628 Thorndike Road, Greensboro, NC 27409-9421. Please retain a copy of the Agreement, including this Grant Letter, for your files.*

**QORVO, INC.**  
**2012 STOCK INCENTIVE PLAN**  
**Restricted Stock Unit Agreement**  
**(Performance-Based and Service-Based Award for Senior Officers)**

THIS AGREEMENT (together with Schedule A and Schedule B, attached hereto, the "Agreement") is made effective as of \_\_\_\_\_ (the "Effective Date") between QORVO, INC., a Delaware corporation (the "Company"), and \_\_\_\_\_, an Employee of, or individual in service to, the Company or an Affiliate (the "Participant").

**RECITALS:**

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the "Administrator") has approved the grant to the Participant of a contingent right to receive an award of Restricted Stock Units (the "Award") for shares of Common Stock issuable under the Qorvo, Inc. 2012 Stock Incentive Plan (As Assumed by Qorvo, Inc. and Amended and Restated Effective January 1, 2015) (Formerly, the RF Micro Devices, Inc. 2012 Stock Incentive Plan), as it may be amended (the "Plan"), the grant of which Award is subject to the attainment of certain performance objectives and the vesting of which Award is subject to certain service requirements, as further described in this Agreement;

NOW, THEREFORE, in furtherance of the purposes of the Plan, and in consideration of the services of the Participant and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Participant hereby agree as follows:

1. Incorporation of Plan. The rights and duties of the Company and the Participant under this Agreement shall in all respects be subject to and governed by the provisions of the Plan, the terms of which are incorporated herein by reference. In the event of any conflict between the provisions in this Agreement and those of the Plan, the provisions of the Plan shall govern, unless the Administrator determines otherwise. Unless otherwise defined herein, capitalized terms in this Agreement shall have the same definitions as set forth in the Plan.

2. Certain Defined Terms. The following terms used in this Agreement shall have the meanings set forth in this Section 2:

(a) The "Award Date" is the date on which the Award or any portion of the Award is or may be granted to the Participant following the Administrator's determination regarding whether all or a portion of the Performance Objectives have been attained and completion of such other action as may be necessary to complete the grant of the Award or a portion of the Award. Performance Objectives may have separate Award Dates.

(b) The "Effective Date" is the effective date of the Agreement, as stated above.

(c) The "Participant" is \_\_\_\_\_. Employee ID# \_\_\_\_\_.

(d) "Performance Objectives" are the specific performance objectives identified in Schedule B attached hereto.



(e) The “Performance Period” or “Performance Periods” shall be the Performance Period or Performance Periods as described in Schedule B. Performance Objectives may have different Performance Periods, if so provided in Schedule B.

(f) The “Restriction Period” is the period beginning on the Award Date and ending on such date or dates and occurrence of such conditions as described in Section 3 of Schedule A attached hereto.

(g) The “Shares” shall be that number, if any, of shares of Common Stock subject to the Award which are or may be granted under this Agreement, as such number may be determined in accordance with Section 1 of Schedule A.

3. Award Opportunity; Incorporation of the Terms of Schedule A and Schedule B of the Agreement.

(a) The Company hereby grants to the Participant an opportunity to be granted the Award for a certain number of shares of Common Stock (as defined above, the “Shares”) based upon the level of attainment of the Performance Objectives, all as described in Schedule A and Schedule B, during the Performance Period. The number, if any, of Shares of Common Stock subject to the Award shall be determined by the Administrator based on the achievement of the Performance Objectives described in Schedule B. No Award of Shares is being granted at this time, and no Award shall be granted unless and until the Administrator, in its sole discretion and in accordance with the terms of the Plan and this Agreement, determines whether and to what extent the Award has been earned (including but not limited to determining whether and to what extent the Performance Objectives have been met), determines the number of Shares that shall be subject to the Award and takes any other action it deems necessary or advisable in order to complete the grant.

(b) The Participant expressly acknowledges that the terms of Schedule A and Schedule B shall be incorporated herein by reference and shall constitute part of this Agreement. The Company and the Participant further acknowledge that the Company’s signature on the signature page hereof, and the Participant’s signature on the Grant Letter contained in Schedule A, shall constitute their acceptance of all of the terms of this Agreement.

4. Grant of Award of Restricted Stock Units. Subject to the terms of this Agreement and the Plan, the Company shall grant the Participant an Award of Restricted Stock Units (as defined above, the “Award”) for that number of Shares of Common Stock as is determined in accordance with Schedule A and Schedule B if and only if the minimum (and up to the maximum) of the Performance Objectives are met during the Performance Period, as further described in Schedule A and Schedule B. The number of Shares, if any, subject to the Award shall be determined by the Administrator in its sole discretion in accordance with the Plan and this Agreement (including Schedule A and Schedule B) following completion of the applicable Performance Period. The Award Date shall be as soon as practicable after the end of the applicable Performance Period and the Administrator’s determination of the extent, if any, to which the Performance Objectives have been met and the Award has been earned (but, in any event, shall be in the calendar year that the applicable Performance Period ends). The Award shall not be deemed earned, and the Award Date shall not occur, unless and until the Administrator determines the extent, if any to which the Award has been earned following completion of the applicable Performance Period (unless the Administrator determines otherwise). The Company shall give notice to the Participant after each Performance Period regarding whether the Award applicable to that Performance Period has been granted and the number of Shares subject to the Award.

5. Stockholder Rights. The Participant or his or her legal representatives, legatees or distributees shall not be deemed to be the holder of any Shares subject to the Award and shall not have any dividend rights (except as otherwise provided in Section 5 of Schedule A), voting rights or other rights as a stockholder unless and until (and then only to the extent that) the Award has been earned and vested and certificates for such Shares have been issued and delivered to him, her or them (or, in the case of uncertificated shares, other written evidence of ownership in accordance with Applicable Law shall have been provided).

6. Vesting of Award. Subject to the terms of the Plan and this Agreement, the Shares subject to the Award shall be deemed vested, and such Shares shall be distributable as provided in Section 8 herein, upon such date or dates, and subject to such conditions, as are described in this Agreement, including Section 3 of Schedule A. Without limiting the effect of the foregoing, the Shares subject to the Award may vest in installments over a period of time, if so provided in Schedule A. The Participant expressly acknowledges that the Award shall vest only upon such terms and conditions as are provided in this Agreement (including Schedule A and Schedule B) and otherwise in accordance with the terms of the Plan. Notwithstanding the foregoing, the Participant shall be entitled to the greater of the benefits provided in this Agreement and any Change in Control Agreement, Employment Agreement or any other similar agreement between the Participant and the Company with respect to the terms governing the earning and vesting of the Award. Without limiting the effect of the foregoing, the Participant understands and agrees that the Administrator may delay the vesting of the Award (or portion thereof) and the issuance of the underlying Shares in order to comply with Applicable Law or applicable policies of the Company implemented to ensure compliance with such laws (including but not limited to insider trading provisions and the Company's insider trading policy); provided, however, that any such delay in vesting of the Award or issuance of Shares shall not apply to any Shares subject to an effective Rule 10b5-1 trading plan. The Administrator has sole authority to determine whether and to what degree the Award has been earned and vested and to interpret the terms and conditions of this Agreement and the Plan.

7. Effect of Termination of Employment; Forfeiture of Award. Except as may be otherwise provided in the Plan or this Agreement (including but not limited to Schedule A), in the event that the employment or service of the Participant is terminated for any reason (whether by the Company or the Participant, and whether voluntary or involuntary) and all or part of the Award has not been earned and vested as of the Participant's Termination Date pursuant to the terms of this Agreement, then the Award, to the extent not earned and vested as of the Participant's Termination Date, shall be forfeited immediately upon such termination, and the Participant shall have no further rights with respect to the Award or the Shares underlying that portion of the Award that has not yet been earned and vested. The Participant expressly acknowledges and agrees that the termination of his or her employment or service shall (except as may otherwise be provided in this Agreement or the Plan) result in forfeiture of the Award and the Shares to the extent the Award has not been earned and vested as of his or her Termination Date.

8. Settlement of Award. The Award, if earned and vested in accordance with the terms of this Agreement, shall be payable in whole shares of Common Stock. The total number of Shares that may be acquired upon vesting of the Award (or portion thereof) shall be rounded down to the nearest whole share. A certificate or certificates representing the Shares subject to the Award (or portion thereof) shall be issued in the name of the Participant or his or her beneficiary (or, in the case of uncertificated shares, other written evidence of ownership in accordance with Applicable Law shall be provided) as soon as practicable after, and only to the extent that, the Award (or portion thereof) has vested and is distributable. Shares of Common Stock or any other benefit subject to the Award shall, upon vesting of the Award (and except as otherwise provided in Sections 3(b)(iv) and 3(b)(v) of Schedule A), be issued and distributed to the Participant (or his or her beneficiary) no later than the later of (a) the fifteenth (15th) day of the third month following the Participant's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture, or

(b) the fifteenth (15th) day of the third month following the end of the Company's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture, or otherwise in accordance with Code Section 409A.

9. No Right of Continued Employment or Service. Nothing contained in this Agreement or the Plan shall confer upon the Participant any right to continue in the employment or service of the Company or an Affiliate or to interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment or service at any time. Except as otherwise expressly provided in the Plan and this Agreement (including but not limited to Schedule A), all rights of the Participant under the Plan with respect to the unearned or unvested portion of his or her Award shall terminate upon the termination of employment or service of the Participant with the Company or an Affiliate. The grant of the Award does not create any obligation to grant further awards.

10. Nontransferability of Award and Shares. The Award shall not be transferable (including by sale, assignment, pledge or hypothecation) other than by will or the laws of intestate succession. The designation of a beneficiary does not constitute a transfer. The Participant shall not sell, transfer, assign, pledge or otherwise encumber the Shares subject to the Award until such Shares have been issued and delivered to the Participant.

11. Withholding; Tax Consequences.

(a) The Participant acknowledges that the Company shall require the Participant to pay the Company the amount of any federal, state, local, foreign or other tax or other amount required by any governmental authority to be withheld and paid over by the Company to such authority for the account of the Participant, and the Participant agrees, as a condition to the grant of the Award and delivery of any Shares, to satisfy such obligations. Notwithstanding the foregoing, the Administrator may in its discretion establish procedures to permit the Participant to satisfy such obligation in whole or in part, and any local, state, federal, foreign or other income tax obligations relating to the Award, by electing (the "election") to have the Company withhold shares of Common Stock from the Shares to which the recipient is otherwise entitled. The number of Shares to be withheld shall have a Fair Market Value as of the date that the amount of tax to be withheld is determined as nearly equal as possible to (but not exceeding) the amount of such obligations being satisfied. Each election must be made in writing to the Administrator in accordance with election procedures established by the Administrator.

(b) The Participant acknowledges that the Company has made no warranties or representations to the Participant with respect to the tax consequences (including but not limited to income tax consequences) with respect to the transactions contemplated by this Agreement, and the Participant is in no manner relying on the Company or its representatives for an assessment of such tax consequences. The Participant acknowledges that there may be adverse tax consequences upon the grant or vesting of the Award and/or the acquisition or disposition of the Shares subject to the Award and that he or she has been advised that he or she should consult with his or her own attorney, accountant and/or tax advisor regarding the decision to enter into this Agreement and the consequences thereof. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant.

12. Administration. The authority to construe and interpret this Agreement and the Plan, and to administer all aspects of the Plan, shall be vested in the Administrator, and the Administrator shall have all powers with respect to this Agreement as are provided in the Plan, including but not limited to the sole

authority to determine whether and to what degree the Award has been earned and vested. Any interpretation of this Agreement by the Administrator and any decision made by it with respect to this Agreement is final and binding.

13. Superseding Agreement; Successors and Assigns. This Agreement supersedes any statements, representations or agreements of the Company with respect to the grant of the Award or any related rights, and the Participant hereby waives any rights or claims related to any such statements, representations or agreements. Except as may be otherwise provided in the Plan or expressly provided in this Agreement, this Agreement does not supersede or amend any existing Change in Control Agreement, Inventions, Confidentiality and Nonsolicitation Agreement, Noncompetition Agreement, Severance Agreement, Employment Agreement or any other similar agreement between the Participant and the Company, including, but not limited to, any restrictive covenants contained in such agreements. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, next-of-kin, successors and assigns.

14. Governing Law. Except as otherwise provided in the Plan or herein, this Agreement shall be construed and enforced according to the laws of the State of Delaware, without regard to the conflict of laws provisions of any state, and in accordance with applicable federal laws of the United States.

15. Amendment; Waiver. Subject to the terms of the Plan and this Agreement, this Agreement may be modified or amended only by the written agreement of the parties hereto. Notwithstanding the foregoing, the Administrator shall have unilateral authority to amend this Agreement (without Participant consent) to the extent necessary to comply with Applicable Law or changes to Applicable Law (including but not limited to federal securities laws and Code Section 409A). The waiver by the Company of a breach of any provision of this Agreement by the Participant shall not operate or be construed as a waiver of any subsequent breach by the Participant.

16. Notices. Except as may be otherwise provided by the Plan, any written notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three business days after mailed but in no event later than the date of actual receipt. Notice may also be provided by electronic submission, if and to the extent permitted by the Administrator. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Company's records, or if to the Company, at the Company's principal office located in Greensboro, NC, attention Corporate Treasurer, Qorvo, Inc.

17. Severability. The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

18. Restrictions on Award and Shares. The Company may impose such restrictions on the Award and any Shares or other benefits underlying the Award as it may deem advisable, including without limitation restrictions under the federal securities laws, the requirements of any stock exchange or similar organization and any blue sky, state or foreign securities laws applicable to such Award or Shares. Notwithstanding any other provision in the Plan or this Agreement to the contrary, the Company shall not be obligated to issue, deliver or transfer shares of Common Stock, to make any other distribution of benefits, or to take any other action, unless such delivery, distribution or action is in compliance with Applicable Law (including but not limited to the requirements of the Securities Act). The Company may cause a restrictive legend to be placed on any certificate for Shares issued pursuant to the Award in such form as may be prescribed from time to

time by Applicable Law or as may be advised by legal counsel. The Administrator may delay the right to receive or dispose of shares of Common Stock (or other benefits) upon settlement of the Award at any time if the Administrator determines that allowing issuance of shares of Common Stock (or distribution of other benefits) would violate any federal, state or foreign securities laws or applicable policies of the Company, and the Administrator may provide in its discretion that any time periods to receive shares of Common Stock (or other benefits) subject to the Award are tolled or extended during a period of suspension or delay (subject to any Code Section 409A considerations); provided, however, that any such delay, suspension, tolling or extension shall not apply to any Shares subject to an effective Rule 10b5-1 trading plan.

19. Counterparts; Further Instruments. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

20. Compliance with Recoupment, Ownership and Other Policies or Agreements. As a condition to receiving this Award, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Company and by the Participant effective as of the Effective Date stated herein.

**QORVO, INC.**

By:

\_\_\_\_\_  
Robert A. Bruggeworth  
President and Chief Executive Officer

Attest:

\_\_\_\_\_  
Suzanne B. Rudy  
Vice President, Corporate Treasurer  
and Compliance Officer

*[Signature Page of Participant to Follow on Schedule A/Grant Letter]*

**Qorvo, Inc.**  
**2012 Stock Incentive Plan**  
**Restricted Stock Unit Agreement**  
**(Performance-Based and Service-Based Award for Senior Officers)**  
**Schedule A/Grant Letter**

1. Award Opportunity.

(a) Pursuant to the terms and conditions of the Company's 2012 Stock Incentive Plan, as it may be amended (the "Plan"), and the Restricted Stock Unit Agreement (Performance-Based and Service-Based Award for Senior Officers) attached hereto (the "Agreement"), you (the "Participant") are eligible to be granted an award of Restricted Stock Units (the "Award") for that number of Shares (the "Shares") of Common Stock as may be determined pursuant to this Section 1. Unless otherwise defined herein, capitalized terms in this Schedule A shall have the same definitions as set forth in the Agreement and the Plan.

(b) No Award will be granted unless at least one of the \_\_\_\_\_ Performance Objectives is met during the applicable Performance Period. Each of the Performance Objectives is expressed as a fixed or variable percentage of the Target number of shares shown in Section 1(c) below. If a Performance Objective is met, the Participant shall be granted an Award for a number of shares equal to the Target multiplied by the percentage assigned to such Performance Objective. One or more of the Performance Objectives may contain a variable percentage of the Target shares based on performance of criteria applicable to such Performance Objective, and the Administrator has the sole discretion to determine if, and to what extent on a percentage basis, any such Performance Objectives are met. If all \_\_\_\_\_ of the Performance Objectives are fully met, the Participant shall be granted an Award for the Maximum number of shares (150% of Target) shown in Section 1(c) below. The Award shall not be granted for a particular Performance Objective until following the end of the Performance Period for that Performance Objective and then only if the terms and conditions described in the Agreement have been met. The actual number of shares which may be subject to the Award shall be as provided in Section 1(c) below.

(c) Number of Shares Potentially Subject to Award:

Target Number of Shares (100% of Target): \_\_\_\_\_.  
Maximum Number of Shares (150% of Target)

(d) The Performance Objectives must be met, if at all, during the applicable Performance Period, as described in Schedule B. The Administrator has sole discretion to determine if, and to what extent, any or all Performance Objectives are met and to interpret the other terms and conditions of the Agreement.

2. Performance Objectives. The Performance Objectives for the applicable Performance Period pursuant to the Agreement, and the applicable weighting of each Performance Objective expressed as a percentage of the Target shares, shall be as stated in Schedule B, attached hereto, the terms of which shall be incorporated in and constitute a part of the Agreement.

3. Vesting of Award\*. If the Award is granted in accordance with this Agreement, the Award shall vest as follows:

(a) *General*:

(i) The Award shall be deemed vested with respect to fifty percent (50%) of the Shares subject to the Award on the Award Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date;

(ii) The Award shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of seventy-five percent (75%)) of the Shares subject to the Award on the first anniversary of the earliest Award Date applicable to any Performance Objective covered by this Agreement, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date; and

(iii) The Award shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of one hundred percent (100%)) of the Shares subject to the Award on the second anniversary of the earliest Award Date applicable to any Performance Objective covered by this Agreement, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date.

(b) *Special Post-Termination Earning and Vesting Terms*: Notwithstanding the provisions of Section 3(a), the following terms shall apply with respect to the Award:

(i) In the event of the Participant's termination of employment or service for Cause, the Award (and any remaining right to underlying Shares) shall be forfeited immediately.

(ii) In the event of the Participant's death (X) before the end of the Performance Period, the Award shall automatically fully vest at the Target Number of Shares (100% of Target) effective as of the date of the Participant's death, or (Y) on or following the end of the Performance Period, to the extent the Award has previously been earned and is not fully vested as of the date of the Participant's death, the Award shall automatically fully vest effective as of the date of the Participant's death.

(iii) In the event of the Participant's termination of employment or service for any reason (including termination due to Disability) other than death or for Cause, the following terms shall apply with respect to the Award:

A. If the Participant (1) has executed within the Statutory Notice Period, a Release and, if so determined by the Company, a Severance Agreement with the Company, (2) does not revoke the Release prior to the end of the seven-day statutory revocation period, and (3) satisfies the Post-Employment Condition, then (X) if the Participant's Termination Date is on or after the end of the Performance Period, to the extent the Award has previously been earned, the Award shall continue to vest, and (Y) if the Participant's Termination Date precedes the end of the Performance Period, the Award shall continue to be eligible to be earned (based on the Administrator's determination of the extent, if any, to which the Performance Objectives have been met following the end of the Performance Period) and shall vest, in each case, according to the vesting schedule stated in Section 3(a) above as if the Participant had remained an employee of, or service provider to, the Company during the Post-Termination Period.

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\* Subject to terms and conditions of the Plan and the Agreement.



B. If the Participant fails to execute such Release and, if applicable, Severance Agreement, within the Statutory Notice Period, or revokes the Release prior to the end of the seven-day statutory revocation period, or violates the Post-Employment Condition, the Award (and any remaining right to underlying Shares) shall be deemed forfeited in its entirety as of the date of the Participant's Termination Date.

C. If the Administrator determines in the exercise of its discretion that the Participant has committed a breach or violation of the Release, the Severance Agreement, the ICN Agreement or the Post-Employment Condition at any time on or prior to end of the Post-Termination Period (without regard to when the Administrator first discovers or has notice of any such breach or violation), then, in addition to any other remedies available to the Company at law or in equity as a result of such breach or violation, (1) the Award (and any remaining right to underlying Shares) shall immediately be forfeited in its entirety; (2) any Shares and any other benefit subject to the Award that vested following the Participant's Termination Date shall immediately be forfeited and returned to the Company (without the payment of any consideration for such Shares, including repayment of any amount paid by the Participant with respect to taxes related to the grant or vesting of the Award), and the Participant shall cease to have any interest in or right to such Shares and shall cease to be recognized as the legal owner of such Shares; and (3) any Gain realized by the Participant with respect to any Shares issued following the Participant's Termination Date shall immediately be paid by the Participant to the Company. The Administrator shall have discretion to determine the basis for termination, whether any breach of the Release, the Severance Agreement, the ICN Agreement or the Post-Employment Condition has occurred and to otherwise interpret this Section 3.

D. If, during the Post-Termination Period, the Participant dies (1) before the end of the Performance Period, the Award shall automatically fully vest at the Target Number of Shares (100% of Target) effective as of the date of the Participant's death, or (2) on or after the end of the Performance Period, to the extent the Award has previously been earned and is not fully vested as of the date of the Participant's death, such Award shall automatically fully vest effective as of the date of the Participant's death.

(iv) Except as otherwise provided in Section 3(b)(v) below, any shares of Common Stock and any other benefit subject to the Award distributable to the Participant following the Termination Date pursuant to Section 3(b) herein shall be issued in accordance with the vesting schedule stated in Section 3(a) above and shall be distributed on such vesting dates or a later date(s) within the same taxable year of the Participant, or, if later, by the 15th day of the third calendar month following the date(s) specified in Section 3(a) and the Participant shall not be permitted, directly or indirectly, to designate the taxable year of distribution, or shall otherwise be made in accordance with Code Section 409A and related regulations.

(v) Any shares of Common Stock issuable to such person or persons as shall have acquired the right to the Award by will or by the laws of intestate succession following the Participant's death pursuant to Section 3(b)(ii) or Section 3(b)(iii)(D) above shall be issued to such person or persons on the date that is the 90th day following the date of the Participant's death and shall be distributed on such date or a later date within the same taxable year of the Participant's death, or, if later, by the 15th day of the third calendar month following the taxable year of the Participant's death and the Participant (or such person or persons as shall have acquired the right to the Award by will or by the laws of intestate succession) shall not be permitted, directly or indirectly,

to designate the taxable year of distribution, or shall otherwise be made in accordance with Code Section 409A and related regulations.

(c) *Defined Terms*: In addition to other terms defined herein or in the Agreement, the following terms shall have the meanings given below:

(i) “Gain” means the Fair Market Value of the Company’s Common Stock on the date of sale or other disposition, multiplied by the number of Shares sold or disposed of.

(ii) “ICN Agreement” means any Inventions, Confidentiality and Nonsolicitation Agreement (without regard to the formal title of such agreement) previously entered into between the Company and the Participant.

(iii) “Post-Employment Condition” means the Participant may not provide services (whether as an employee, consultant or advisor) to any for-profit entity other than the Company or its Affiliates during the Post-Termination Period without the approval of the Administrator, which may be exercised in its sole discretion.

(iv) “Post-Termination Period” means the period commencing on the Participant’s Termination Date and ending on the date that the last installment of Shares covered by the Award vests under this Agreement.

(v) “Release” means an irrevocable (except to the extent required by law to be revocable) general release of claims, in form acceptable to the Company and containing such terms as may be specified by the Company in the exercise of its discretion (which discretion may include, but shall not be limited to, requiring a broad release of claims in favor of the Company).

(vi) “Severance Agreement” means a severance or other similar agreement, in form acceptable to the Company and containing such terms as may be specified by the Company in the exercise of its discretion (which discretion may include, but shall not be limited to, requiring restrictive covenants in favor of the Company).

(vii) “Statutory Notice Period” means twenty-one (21) days (or such other applicable statutory notice and/or consideration period) from the date a Release has been presented to the Participant by the Company.

4. Change of Control. Notwithstanding the provisions of Section 14 of the Plan and Sections 1 and 3(a) of Schedule A, in the event of a Change of Control, all of the Performance Objectives shall be deemed met and the Award shall vest as follows:

(a) The Award shall be deemed vested with respect to fifty percent (50%) of the Target Number of Shares subject to the Award on the date of the Change of Control, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date;

(b) The Award shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of seventy-five percent (75%)) of the Target Number of Shares subject to the Award on the second anniversary of the Effective Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date; and

(c) The Award shall be deemed vested with respect to an additional twenty-five percent (25%) (for a total of one hundred percent (100%)) of the Target Number of Shares subject to the

Award on the third anniversary of the Effective Date, subject to the continued employment of the Participant with the Company or an Affiliate through such vesting date.

5. Dividends. If the Company pays a dividend at any time after the Effective Date, such dividends shall be paid to the Participant at the end of each applicable Performance Period in accordance with Section 8 of the Agreement and Sections 3(b)(iv) and 3(b)(v) of this Schedule A if and to the extent the underlying shares of Common Stock are earned in that Performance Period.

*[Signature Page to Follow]*

By my signature below, I, the Participant, hereby acknowledge receipt of this Grant Letter and the Agreement. I understand that the Grant Letter and other provisions of Schedule A and Schedule B herein are incorporated by reference into the Agreement and constitute a part of the Agreement. By my signature below, I further agree to be bound by the terms of the Plan and the Agreement, including but not limited to the terms of this Grant Letter and the other provisions of Schedule A and Schedule B contained herein. The Company reserves the right to treat the Award and the Agreement as cancelled, void and of no effect if the Participant fails to return a signed copy of the Grant Letter within 30 days of receipt.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Note: If there are any discrepancies in the name shown above, please make the appropriate corrections on this form and return to Treasury Department, Qorvo, Inc., 7628 Thorndike Road, Greensboro, NC 27409-9421. Please retain a copy of the Agreement, including this Grant Letter, for your files.*

**Qorvo, Inc.**  
**2012 Stock Incentive Plan**  
**Restricted Stock Unit Agreement**  
**(Performance-Based and Service-Based Award for Senior Officers)**

**Schedule B**  
**Performance Period and Performance Objectives**

1. Performance Period.

The Performance Period is the period beginning \_\_\_\_\_, and ending on \_\_\_\_\_.

Performance Objectives.

The Performance Objectives for the Performance Period(s) applicable to the Participant pursuant to the Agreement are as follows:

**QORVO, INC.**  
**2012 STOCK INCENTIVE PLAN**  
**Restricted Stock Unit Agreement**  
**(Performance-Based Award for Senior Officers (TSR))**

THIS AGREEMENT (together with Schedule A and Schedule B, attached hereto, the “Agreement”) is made effective as of \_\_\_\_\_ (the “Effective Date”) between QORVO, INC., a Delaware corporation (the “Company”), and \_\_\_\_\_, an Employee of, or individual in service to, the Company or an Affiliate (the “Participant”).

**RECITALS:**

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the “Administrator”) has approved the grant to the Participant of a contingent right to receive an award of Restricted Stock Units (the “Award”) for shares of Common Stock issuable under the Qorvo, Inc. 2012 Stock Incentive Plan (As Assumed by Qorvo, Inc. and Amended and Restated Effective January 1, 2015) (Formerly, the RF Micro Devices, Inc. 2012 Stock Incentive Plan), as it may be amended (the “Plan”), the grant and vesting of which Award is subject to the attainment of certain performance objectives, as further described in this Agreement;

NOW, THEREFORE, in furtherance of the purposes of the Plan, and in consideration of the services of the Participant and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Participant hereby agree as follows:

1. Incorporation of Plan. The rights and duties of the Company and the Participant under this Agreement shall in all respects be subject to and governed by the provisions of the Plan, the terms of which are incorporated herein by reference. In the event of any conflict between the provisions in this Agreement and those of the Plan, the provisions of the Plan shall govern, unless the Administrator determines otherwise. Unless otherwise defined herein, capitalized terms in this Agreement shall have the same definitions as set forth in the Plan.

2. Certain Defined Terms. The following terms used in this Agreement shall have the meanings set forth in this Section 2:

(a) The “Award Date” is the date on which the Award or any portion of the Award is or may be granted to the Participant following the Administrator’s determination regarding whether all or a portion of the Performance Objectives have been attained and completion of such other action as may be necessary to complete the grant of the Award or a portion of the Award. Performance Objectives may have separate Award Dates.

(b) The “Effective Date” is the effective date of the Agreement, as stated above.

(c) The “Participant” is \_\_\_\_\_. Employee ID# \_\_\_\_\_.

(d) “Performance Objectives” are the specific performance objectives identified in Schedule B attached hereto.

(e) The “Performance Period” or “Performance Periods” shall be the Performance Period or Performance Periods as described in Schedule B.

(f) The “Shares” shall be that number, if any, of shares of Common Stock subject to the Award which are or may be granted under this Agreement, as such number may be determined in accordance with Section 1 of Schedule A.

3. Award Opportunity; Incorporation of the Terms of Schedule A and Schedule B of the Agreement.

(a) The Company hereby grants to the Participant an opportunity to be granted the Award for a certain number of shares of Common Stock (as defined above, the “Shares”) based upon the level of attainment of the Performance Objectives, all as described in Schedule A and Schedule B, during the Performance Period. The number, if any, of Shares of Common Stock subject to the Award shall be determined by the Administrator based on the achievement of the Performance Objectives described in Schedule B. No Award of Shares is being granted at this time, and no Award shall be granted unless and until the Administrator, in its sole discretion and in accordance with the terms of the Plan and this Agreement, determines whether and to what extent the Award has been earned (including but not limited to determining whether and to what extent the Performance Objectives have been met), determines the number of Shares that shall be subject to the Award and takes any other action it deems necessary or advisable in order to complete the grant.

(b) The Participant expressly acknowledges that the terms of Schedule A and Schedule B shall be incorporated herein by reference and shall constitute part of this Agreement. The Company and the Participant further acknowledge that the Company’s signature on the signature page hereof, and the Participant’s signature on the Grant Letter contained in Schedule A, shall constitute their acceptance of all of the terms of this Agreement.

4. Grant of Award of Restricted Stock Units. Subject to the terms of this Agreement and the Plan, the Company shall grant the Participant an Award of Restricted Stock Units (as defined above, the “Award”) for that number of Shares of Common Stock as is determined in accordance with Schedule A and Schedule B if and only if and to the extent that the Performance Objectives are met during the applicable Performance Period, as further described in Schedule A and Schedule B. The number of Shares, if any, subject to the Award shall be determined by the Administrator in its sole discretion in accordance with the Plan and this Agreement (including Schedule A and Schedule B) following completion of the applicable Performance Period. The Award Date shall be as soon as practicable after the end of the applicable Performance Period and the Administrator’s determination of the extent, if any, to which the Performance Objectives have been met and the Award has been earned (but, in any event, shall be in the calendar year that the applicable Performance Period ends). The Award shall not be deemed earned, and the Award Date shall not occur, unless and until the Administrator determines the extent, if any to which the Award has been earned following completion of the applicable Performance Period (unless the Administrator determines otherwise). The Company shall give notice to the Participant after each Performance Period regarding whether the Award applicable to that Performance Period has been granted and the number of Shares subject to the Award.

5. Stockholder Rights. The Participant or his or her legal representatives, legatees or distributees shall not be deemed to be the holder of any Shares subject to the Award and shall not have any dividend rights (except as otherwise provided in Section 5 of Schedule A), voting rights or other rights as a stockholder unless and until (and then only to the extent that) the Award has been earned and vested and

certificates for such Shares have been issued and delivered to him, her or them (or, in the case of uncertificated shares, other written evidence of ownership in accordance with Applicable Law shall have been provided).

6. Vesting and Earning of Award. Subject to the terms of the Plan and this Agreement, the Shares subject to the Award shall be deemed earned and vested, and such Shares shall be distributable as provided in Section 8 herein, upon such date or dates, and subject to such conditions, as are described in this Agreement, including Section 3 of Schedule A. Without limiting the effect of the foregoing, the Shares subject to the Award may vest and be earned in installments over a period of time, if so provided in Schedule A. The Participant expressly acknowledges that the Award shall vest and be earned only upon such terms and conditions as are provided in this Agreement (including Schedule A and Schedule B) and otherwise in accordance with the terms of the Plan. Notwithstanding the foregoing, the Participant shall be entitled to the greater of the benefits provided in this Agreement and any Change in Control Agreement, Employment Agreement or any other similar agreement between the Participant and the Company with respect to the terms governing the earning and vesting of the Award. Without limiting the effect of the foregoing, the Participant understands and agrees that the Administrator may delay the vesting of the Award (or portion thereof) and the issuance of the underlying Shares in order to comply with Applicable Law or applicable policies of the Company implemented to ensure compliance with such laws (including but not limited to insider trading provisions and the Company's insider trading policy); provided, however, that any such delay in vesting of the Award or issuance of Shares shall not apply to any Shares subject to an effective Rule 10b5-1 trading plan. The Administrator has sole authority to determine whether and to what degree the Award has been earned and vested and to interpret the terms and conditions of this Agreement and the Plan.

7. Effect of Termination of Employment; Forfeiture of Award. Except as may be otherwise provided in the Plan or this Agreement (including but not limited to Schedule A), in the event that the employment or service of the Participant is terminated for any reason (whether by the Company or the Participant, and whether voluntary or involuntary) and all or part of the Award has not been earned and vested as of the Participant's Termination Date pursuant to the terms of this Agreement, then the Award, to the extent not earned and vested as of the Participant's Termination Date, shall be forfeited immediately upon such termination, and the Participant shall have no further rights with respect to the Award or the Shares underlying that portion of the Award that has not yet been earned and vested. The Participant expressly acknowledges and agrees that the termination of his or her employment or service shall (except as may otherwise be provided in this Agreement or the Plan) result in forfeiture of the Award and the Shares to the extent the Award has not been earned and vested as of his or her Termination Date.

8. Settlement of Award. The Award, if earned and vested in accordance with the terms of this Agreement, shall be payable in whole shares of Common Stock. The total number of Shares that may be acquired upon vesting of the Award (or portion thereof) shall be rounded down to the nearest whole share. A certificate or certificates representing the Shares subject to the Award (or portion thereof) shall be issued in the name of the Participant or his or her beneficiary (or, in the case of uncertificated shares, other written evidence of ownership in accordance with Applicable Law shall be provided) as soon as practicable after, and only to the extent that, the Award (or portion thereof) has vested and is distributable. Shares of Common Stock or any other benefit subject to the Award shall, upon vesting of the Award (and except as otherwise provided in Sections 3(b)(iv) and 3(b)(v) of Schedule A), be issued and distributed to the Participant (or his or her beneficiary) no later than the later of (a) the fifteenth (15th) day of the third month following the Participant's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture, or (b) the fifteenth (15th) day of the third month following the end of the Company's first taxable year in which the amount is no longer subject to a substantial risk of forfeiture, or otherwise in accordance with Code Section 409A.



9. No Right of Continued Employment or Service. Nothing contained in this Agreement or the Plan shall confer upon the Participant any right to continue in the employment or service of the Company or an Affiliate or to interfere in any way with the right of the Company or an Affiliate to terminate the Participant's employment or service at any time. Except as otherwise expressly provided in the Plan and this Agreement (including but not limited to Schedule A), all rights of the Participant under the Plan with respect to the unearned or unvested portion of his or her Award shall terminate upon the termination of employment or service of the Participant with the Company or an Affiliate. The grant of the Award does not create any obligation to grant further awards.

10. Nontransferability of Award and Shares. The Award shall not be transferable (including by sale, assignment, pledge or hypothecation) other than by will or the laws of intestate succession. The designation of a beneficiary does not constitute a transfer. The Participant shall not sell, transfer, assign, pledge or otherwise encumber the Shares subject to the Award until such Shares have been issued and delivered to the Participant.

11. Withholding; Tax Consequences.

(a) The Participant acknowledges that the Company shall require the Participant to pay the Company the amount of any federal, state, local, foreign or other tax or other amount required by any governmental authority to be withheld and paid over by the Company to such authority for the account of the Participant, and the Participant agrees, as a condition to the grant of the Award and delivery of any Shares, to satisfy such obligations. Notwithstanding the foregoing, the Administrator may in its discretion establish procedures to permit the Participant to satisfy such obligation in whole or in part, and any local, state, federal, foreign or other income tax obligations relating to the Award, by electing (the "election") to have the Company withhold shares of Common Stock from the Shares to which the recipient is otherwise entitled. The number of Shares to be withheld shall have a Fair Market Value as of the date that the amount of tax to be withheld is determined as nearly equal as possible to (but not exceeding) the amount of such obligations being satisfied. Each election must be made in writing to the Administrator in accordance with election procedures established by the Administrator.

(b) The Participant acknowledges that the Company has made no warranties or representations to the Participant with respect to the tax consequences (including but not limited to income tax consequences) with respect to the transactions contemplated by this Agreement, and the Participant is in no manner relying on the Company or its representatives for an assessment of such tax consequences. The Participant acknowledges that there may be adverse tax consequences upon the grant or vesting of the Award and/or the acquisition or disposition of the Shares subject to the Award and that he or she has been advised that he or she should consult with his or her own attorney, accountant and/or tax advisor regarding the decision to enter into this Agreement and the consequences thereof. The Participant also acknowledges that the Company has no responsibility to take or refrain from taking any actions in order to achieve a certain tax result for the Participant.

12. Administration. The authority to construe and interpret this Agreement and the Plan, and to administer all aspects of the Plan, shall be vested in the Administrator, and the Administrator shall have all powers with respect to this Agreement as are provided in the Plan, including but not limited to the sole authority to determine whether and to what degree the Award has been earned and vested. Any interpretation of this Agreement by the Administrator and any decision made by it with respect to this Agreement is final and binding.

13. Superseding Agreement; Successors and Assigns. This Agreement supersedes any statements, representations or agreements of the Company with respect to the grant of the Award or any related rights, and the Participant hereby waives any rights or claims related to any such statements, representations or agreements. Except as may be otherwise provided in the Plan or expressly provided in this Agreement, this Agreement does not supersede or amend any existing Change in Control Agreement, Inventions, Confidentiality and Nonsolicitation Agreement, Noncompetition Agreement, Severance Agreement, Employment Agreement or any other similar agreement between the Participant and the Company, including, but not limited to, any restrictive covenants contained in such agreements. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, next-of-kin, successors and assigns.

14. Governing Law. Except as otherwise provided in the Plan or herein, this Agreement shall be construed and enforced according to the laws of the State of Delaware, without regard to the conflict of laws provisions of any state, and in accordance with applicable federal laws of the United States.

15. Amendment; Waiver. Subject to the terms of the Plan and this Agreement, this Agreement may be modified or amended only by the written agreement of the parties hereto. Notwithstanding the foregoing, the Administrator shall have unilateral authority to amend this Agreement (without Participant consent) to the extent necessary to comply with Applicable Law or changes to Applicable Law (including but not limited to federal securities laws and Code Section 409A). The waiver by the Company of a breach of any provision of this Agreement by the Participant shall not operate or be construed as a waiver of any subsequent breach by the Participant.

16. Notices. Except as may be otherwise provided by the Plan, any written notices provided for in this Agreement or the Plan shall be in writing and shall be deemed sufficiently given if either hand delivered or if sent by fax or overnight courier, or by postage paid first class mail. Notices sent by mail shall be deemed received three business days after mailed but in no event later than the date of actual receipt. Notice may also be provided by electronic submission, if and to the extent permitted by the Administrator. Notices shall be directed, if to the Participant, at the Participant's address indicated by the Company's records, or if to the Company, at the Company's principal office located in Greensboro, NC, attention Corporate Treasurer, Qorvo, Inc.

17. Severability. The provisions of this Agreement are severable and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

18. Restrictions on Award and Shares. The Company may impose such restrictions on the Award and any Shares or other benefits underlying the Award as it may deem advisable, including without limitation restrictions under the federal securities laws, the requirements of any stock exchange or similar organization and any blue sky, state or foreign securities laws applicable to such Award or Shares. Notwithstanding any other provision in the Plan or this Agreement to the contrary, the Company shall not be obligated to issue, deliver or transfer shares of Common Stock, to make any other distribution of benefits, or to take any other action, unless such delivery, distribution or action is in compliance with Applicable Law (including but not limited to the requirements of the Securities Act). The Company may cause a restrictive legend to be placed on any certificate for Shares issued pursuant to the Award in such form as may be prescribed from time to time by Applicable Law or as may be advised by legal counsel. The Administrator may delay the right to receive or dispose of shares of Common Stock (or other benefits) upon settlement of the Award at any time if the Administrator determines that allowing issuance of shares of Common Stock (or distribution of other benefits) would violate any federal, state or foreign securities laws or applicable policies of the Company,

and the Administrator may provide in its discretion that any time periods to receive shares of Common Stock (or other benefits) subject to the Award are tolled or extended during a period of suspension or delay (subject to any Code Section 409A considerations); provided, however, that any such delay, suspension, tolling or extension shall not apply to any Shares subject to an effective Rule 10b5-1 trading plan.

19. Counterparts; Further Instruments. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties hereto agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

20. Compliance with Recoupment, Ownership and Other Policies or Agreements. As a condition to receiving this Award, the Participant agrees that he or she shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to Participant from time to time. In addition, the Participant shall be subject to such compensation recovery, recoupment, forfeiture, or other similar provisions as may apply at any time to the Participant under Applicable Law.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Company and by the Participant effective as of the Effective Date stated herein.

**QORVO, INC.**

By:

\_\_\_\_\_  
Robert A. Bruggeworth  
President and Chief Executive Officer

Attest:

\_\_\_\_\_  
Suzanne B. Rudy  
Vice President, Corporate Treasurer  
and Compliance Officer

*[Signature Page of Participant to Follow on Schedule A/Grant Letter]*

**Qorvo, Inc.**  
**2012 Stock Incentive Plan**  
**Restricted Stock Unit Agreement**  
**(Performance-Based Award for Senior Officers (TSR))**  
**Schedule A/Grant Letter**

1. Award Opportunity.

(a) Pursuant to the terms and conditions of the Company's 2012 Stock Incentive Plan, as it may be amended (the "Plan"), and the Restricted Stock Unit Agreement (Performance-Based Award for Senior Officers (TSR)) attached hereto (the "Agreement"), you (the "Participant") are eligible to be granted an award of Restricted Stock Units (the "Award") for that number of Shares (the "Shares") of Common Stock as may be determined pursuant to this Section 1. Unless otherwise defined herein, capitalized terms in this Schedule A shall have the same definitions as set forth in the Agreement and the Plan.

(b) No Award will be granted unless the Company achieves certain thresholds of Relative TSR, as outlined in the Performance Objectives set forth on Schedule B. The Award shall be divided into a series of three Performance Periods, and the aggregate Target number of shares shown in Section 1(c) below shall be equally divided among such Performance Periods. If the number of shares earned in a given Performance Period is below the Target number of shares for that Performance Period, the difference between the number of shares earned and the Target number of shares for that Performance Period will be added to the Target number of shares that may be earned in the next succeeding Performance Period, if any; however, in no event will unearned shares be transferred forward more than one Performance Period. The Relative TSR Performance Objective will remain the same for each Performance Period and is expressed as a variable percentage of the Target number of shares shown in Section 1(c) below. If the Relative TSR that is achieved is equal to zero (0) as set forth on Schedule B, the Participant shall be granted an Award for a number of shares equal to the Target for that Performance Period. If the Relative TSR that is achieved is greater or less than zero (0), to the extent it exceeds the minimum Relative TSR threshold of set forth in Schedule B, the Target number of shares for the Performance Period will be multiplied by the percentage assigned to threshold level of Relative TSR achieved as set forth in Schedule B. If the Company achieves the highest threshold of Relative TSR, forty percent (40%) or greater, as set forth on Schedule B, the Participant shall be granted an Award for the Maximum number of shares (200% of Target) shown in Section 1(c) below. The Award for each Performance Period shall not be granted until following the end of such Performance Period and then only if the terms and conditions described in the Agreement have been met. The aggregate number of shares which may be subject to the Award shall be as provided in Section 1(c) below.

(c) Aggregate Number of Target Shares Potentially Subject to Award: \_\_\_\_\_  
Maximum Number of Shares (200% of Target)

(d) The Relative TSR thresholds must be met, as described in the Performance Objectives set forth in Schedule B, if at all, during the applicable Performance Period. The Administrator has sole discretion to determine if, and to what extent, any or all Performance Objectives are met and to interpret the other terms and conditions of the Agreement.

2. Performance Objectives. The Relative TSR thresholds for each Performance Period pursuant to the Agreement, and the award multiplier associated with each Relative TSR level, expressed as a percentage

of the Target shares for a given Performance Period, shall be as stated in Schedule B, attached hereto, the terms of which shall be incorporated in and constitute a part of the Agreement.

3. Earning of Award\*. If the Award is granted in accordance with this Agreement, the Award shall vest and be earned as follows:

(a) *General*:

(i) Up to one-third (1/3) of the Target shares subject to the Award shall vest and be earned as of the date the Administrator determines the Relative TSR for the fiscal year following the date hereof (the "1 Year Relative TSR Performance Period") if and to the extent that the Relative TSR for that Performance Period exceeds the minimum Relative TSR thresholds set forth in Schedule B;

(ii) Up to an additional one-third (1/3) of the Target shares subject to the Award, plus any unearned Target shares from the 1 Year Relative TSR Performance Period, shall vest and be earned as of the date the Administrator determines the Relative TSR for the fiscal year period ended two years from the date hereof (the "2 Year Relative TSR Performance Period") if and to the extent that the Relative TSR for that Performance Period exceeds the minimum Relative TSR thresholds set forth in Schedule B; and

(iii) Up to an additional one-third (1/3) of the Target shares subject to the Award, plus any unearned Target shares from the 2 Year Relative TSR Performance Period (but excluding any unearned shares carried over from the 1 Year Relative TSR Performance Period) shall vest and be earned as of the date the Administrator determines the Relative TSR for the fiscal year period ended three years from the date hereof (the "3 Year Relative TSR Performance Period") if and to the extent that the Relative TSR for that Performance Period exceeds the minimum Relative TSR thresholds set forth in Schedule B.

(b) *Special Post-Termination Earning and Vesting Terms*: Notwithstanding the provisions of Section 3(a), the following terms shall apply with respect to the Award:

(i) In the event of the Participant's termination of employment or service for Cause, the Award (and any remaining right to underlying Shares) shall be forfeited immediately.

(ii) In the event of the Participant's death (X) before the end of any Performance Period, the Award shall automatically be deemed earned and fully vested at 100% of the Target number of shares that may be earned for such Performance Period (but excluding any unearned shares that may be available for carryover from any prior Performance Period) effective as of the date of the Participant's death, or (Y) on or following the end of any Performance Period, to the extent the Award has not previously been earned and fully vested as of the date of the Participant's death, the Award shall be eligible to be earned and fully vested effective as of the date of the Participant's death (based on the Administrator's determination of the extent, if any, to which the Performance Objectives have been met following the end of such Performance Period).

(iii) In the event of the Participant's termination of employment or service for any reason (including termination due to Disability) other than death or for Cause, the following terms shall apply with respect to the Award:

A. If the Participant (1) has executed within the Statutory Notice Period, a Release and, if so determined by the Company, a Severance Agreement with the Company, (2) does not revoke the Release prior to the end of the seven-day statutory revocation period, and (3) satisfies the Post-Employment Condition, then the Award shall continue to be eligible to be earned (based on the Administrator's determination of the extent, if any, to which the Performance Objectives have been met following the end of the applicable Performance Period) and vested according to the earning and vesting schedule stated in Section 3(a) above as if the Participant had remained an employee of, or service provider to, the Company during the Post-Termination Period.

B. If the Participant fails to execute such Release and, if applicable, Severance Agreement, within the Statutory Notice Period, or revokes the Release prior to the end of the seven-day statutory revocation period, or violates the Post-Employment Condition, the Award (and any remaining right to underlying Shares) shall be deemed forfeited in its entirety as of the date of the Participant's Termination Date.

C. If the Administrator determines in the exercise of its discretion that the Participant has committed a breach or violation of the Release, the Severance Agreement, the ICN Agreement or the Post-Employment Condition at any time on or prior to end of the Post-Termination Period (without regard to when the Administrator first discovers or has notice of any such breach or violation), then, in addition to any other remedies available to the Company at law or in equity as a result of such breach or violation, (1) the Award (and any remaining right to underlying Shares) shall immediately be forfeited in its entirety; (2) any Shares and any other benefit subject to the Award that vested following the Participant's Termination Date shall immediately be forfeited and returned to the Company (without the payment of any consideration for such Shares, including repayment of any amount paid by the Participant with respect to taxes related to the grant or vesting of the Award), and the Participant shall cease to have any interest in or right to such Shares and shall cease to be recognized as the legal owner of such Shares; and (3) any Gain realized by the Participant with respect to any Shares issued following the Participant's Termination Date shall immediately be paid by the Participant to the Company. The Administrator shall have discretion to determine the basis for termination, whether any breach of the Release, the Severance Agreement, the ICN Agreement or the Post-Employment Condition has occurred and to otherwise interpret this Section 3.

D. If, during the Post-Termination Period, the Participant dies (1) before the end of any Performance Period, the Award shall automatically be deemed earned and fully vested at 100% of the Target number of shares that may be earned for such Performance Period (but excluding any unearned shares that may be available for carryover from any prior Performance Period) effective as of the date of the Participant's death, or (2) on or following the end of any Performance Period, to the extent the Award has not previously been earned and fully vested as of the date of the Participant's death, the Award shall be eligible to be earned and fully vested effective as of the date of the Participant's death (based on the Administrator's determination of the extent, if any, to which the Performance Objectives have been met following the end of such Performance Period).

(iv) Except as otherwise provided in Section 3(b)(v) below, any shares of Common Stock and any other benefit subject to the Award distributable to the Participant following the Termination Date pursuant to Section 3(b) herein shall be issued in accordance with the earning and

vesting schedule stated in Section 3(a) above and shall be distributed on such earning and vesting dates or a later date(s) within the same taxable year of the Participant, or, if later, by the 15th day of the third calendar month following the date(s) specified in Section 3(a) and the Participant shall not be permitted, directly or indirectly, to designate the taxable year of distribution, or shall otherwise be made in accordance with Code Section 409A and related regulations.

(v) Any shares of Common Stock issuable to such person or persons as shall have acquired the right to the Award by will or by the laws of intestate succession following the Participant's death pursuant to Section 3(b)(ii) or Section 3(b)(iii)(D) above shall be issued to such person or persons on the date that is the 90th day following the date of the Participant's death and shall be distributed on such date or a later date within the same taxable year of the Participant's death, or, if later, by the 15th day of the third calendar month following the taxable year of the Participant's death and the Participant (or such person or persons as shall have acquired the right to the Award by will or by the laws of intestate succession) shall not be permitted, directly or indirectly, to designate the taxable year of distribution, or shall otherwise be made in accordance with Code Section 409A and related regulations.

(c) *Defined Terms*: In addition to other terms defined herein or in the Agreement, the following terms shall have the meanings given below:

(i) "Gain" means the Fair Market Value of the Company's Common Stock on the date of sale or other disposition, multiplied by the number of Shares sold or disposed of.

(ii) "ICN Agreement" means any Inventions, Confidentiality and Nonsolicitation Agreement (without regard to the formal title of such agreement) previously entered into between the Company and the Participant.

(iii) "Post-Employment Condition" means the Participant may not provide services (whether as an employee, consultant or advisor) to any for-profit entity other than the Company or its Affiliates during the Post-Termination Period without the approval of the Administrator, which may be exercised in its sole discretion.

(iv) "Post-Termination Period" means the period commencing on the Participant's Termination Date and ending on the date that the last installment of Shares covered by the Award is earned and vests under this Agreement.

(v) "Release" means an irrevocable (except to the extent required by law to be revocable) general release of claims, in form acceptable to the Company and containing such terms as may be specified by the Company in the exercise of its discretion (which discretion may include, but shall not be limited to, requiring a broad release of claims in favor of the Company).

(vi) "Severance Agreement" means a severance or other similar agreement, in form acceptable to the Company and containing such terms as may be specified by the Company in the exercise of its discretion (which discretion may include, but shall not be limited to, requiring restrictive covenants in favor of the Company).

(vii) "Statutory Notice Period" means twenty-one (21) days (or such other applicable statutory notice and/or consideration period) from the date a Release has been presented to the Participant by the Company.



4. Change of Control.

(a) In the event of a Change of Control, each remaining Performance Period will be truncated. In such cases, the TSR of the Company will be measured as of the date of the Change of Control, using the transaction price. For the avoidance of doubt, no averaging period as described in the definition of “TSR” will be applied to the ending price for the Company. The TSR of the Benchmark will be measured using the 90-day period ending on the date of the Change of Control.

(b) Award shares will continue to be earned based upon the Relative TSR thresholds outlined in the Performance Objectives set forth in Schedule B.

(c) The number of Award shares that may be earned during any remaining Performance Period shall be pro-rated based on the time that has elapsed between the grant date and the date of the Change of Control. Such pro-rated Award shares shall become fully vested upon the closing of the Change of Control. Any Award shares, to the extent not previously vested or forfeited prior to the Change of Control, in excess of the pro-rated Award amount described in the preceding sentence will convert into a time-based award that will vest annually over the remainder of the Performance Period, subject to the Participant’s continued service. Further, in the event that the employment of the Participant is terminated within one (1) year (or such other period after a Change of Control as may be stated in the Participant’s change in control agreement, employment agreement or similar agreement, if applicable) after the effective date of the Change of Control and such termination of employment (A) is by the Company not for Cause (as defined in the Plan) or (B) is by the Participant for Good Reason (as defined in the Plan), the aforementioned time-based awards will accelerate and fully vest on the Participant’s date of termination.

5. Dividends. If the Company pays a dividend at any time after the Effective Date, such dividends shall be paid to the Participant at the end of each applicable Performance Period in accordance with Section 8 of the Agreement and Sections 3(b)(iv) and 3(b)(v) of this Schedule A if and to the extent the underlying shares of Common Stock are earned in that Performance Period.

6. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) “Benchmark” is the S&P SPDR Semiconductor ETF index (NYSE: XSD) or any successor index that may be selected by the Administrator.

(b) “Relative TSR” equals the Company’s TSR minus the Benchmark’s TSR during an applicable Performance Period.

(c) “TSR” means total stockholder return, measured by taking the average share price during the final 90 days of the Performance Period divided by the average share price during the 90 days ending on the day prior to the start of the Performance Period. In calculating TSR, share prices will be adjusted to reflect the reinvestment of dividends, if any, to reflect the Company’s and Benchmark’s TSR.

*[Signature Page to Follow]*

By my signature below, I, the Participant, hereby acknowledge receipt of this Grant Letter and the Agreement. I understand that the Grant Letter and other provisions of Schedule A and Schedule B herein are incorporated by reference into the Agreement and constitute a part of the Agreement. By my signature below, I further agree to be bound by the terms of the Plan and the Agreement, including but not limited to the terms of this Grant Letter and the other provisions of Schedule A and Schedule B contained herein. The Company reserves the right to treat the Award and the Agreement as cancelled, void and of no effect if the Participant fails to return a signed copy of the Grant Letter within 30 days of receipt.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Note: If there are any discrepancies in the name shown above, please make the appropriate corrections on this form and return to Treasury Department, Qorvo, Inc., 7628 Thorndike Road, Greensboro, NC 27409-9421. Please retain a copy of the Agreement, including this Grant Letter, for your files.*

**Qorvo, Inc.**  
**2012 Stock Incentive Plan**  
**Restricted Stock Unit Agreement**  
**(Performance-Based Award for Senior Officers)**

**Schedule B**  
**Performance Period and Performance Objectives**

1. Performance Period.

1 Year Relative TSR Performance Period:

2 Year Relative TSR Performance Period:

3 Year Relative TSR Performance Period:

2. Performance Objectives.

Awards are earned based on the Relative TSR in each of the 1 Year TSR Performance Period, 2 Year Relative TSR Performance Period and 3 Year Relative TSR Performance Period. The Award shall be earned based upon a straight-line curve that ranges from zero percent (0%) to two hundred percent (200%) of the Award. One hundred percent (100%) of the Award shall be earned if the Relative TSR equals zero (0). The number of shares of Common Stock earned will increase or decrease, as applicable, by 2.5% for each percentage point that the Relative TSR is greater or less than zero (0), as illustrated in the table below. Notwithstanding the foregoing, no shares shall vest and be earned in the event that the Relative TSR is less than negative thirty percent (-30%).

<b>Relative TSR Performance</b>	<b>Award Multiplier</b>
+40% or greater	200%
+20%	150%
0%	100%
-20%	50%
-30%	25%
Less than -30%	0%

**QORVO, INC.**  
**2013 INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD NOTICE**

Qorvo, Inc. (the "**Company**") has granted to you a Restricted Stock Unit Award (the "**Award**"). The Award is subject to all the terms and conditions set forth in this Restricted Stock Unit Award Notice (the "**Award Notice**"), the Restricted Stock Unit Award Agreement, including any special terms and conditions for your country in the appendix attached thereto (the "**Appendix**") (together with the Restricted Stock Unit Award Agreement, the "**Agreement**"), and the Company's 2013 Incentive Plan (formerly the TriQuint Semiconductor, Inc. 2013 Incentive Plan, the "**Plan**"), all of which are incorporated into the Award Notice in their entirety.

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<b>[NAME]</b>	<b>Plan:</b>	2013 Plan
	<b>Grant Date:</b>	<b>[GRANT DATE]</b>
	<b>Number of Restricted Stock Units:</b>	<b>[NUMBER OF SHARES GRANTED]</b>

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**Vesting Schedule:** 25% of the Shares subject to the Award will vest on the first anniversary of the Grant Date. The remaining 75% of the Shares subject to the Award vests in equal annual installments of 25% of the Shares subject to the Award over the next three years until 100% vested, subject to your continued status as an Employee, Director, or Outside Director through such dates.

**Additional Terms/Acknowledgement:** You acknowledge receipt of, and understand and agree to, the Award Notice, the Agreement and the Plan. You further acknowledge that as of the Grant Date, the Award Notice, the Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the Award and supersede all prior oral and written agreements on the subject.

**QORVO, INC.**

Robert A. Bruggeworth  
President and CEO

**QORVO, INC.**  
**2013 INCENTIVE PLAN**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

Pursuant to your Restricted Stock Unit Award Notice (the "**Award Notice**") and this Restricted Stock Unit Award Agreement, including any special terms and conditions for your country set forth in the appendix attached hereto (the "**Appendix**") (together with this Restricted Stock Unit Award Agreement (this "**Agreement**"), Qorvo, Inc. (the "**Company**") has granted you a Restricted Stock Unit Award (the "**Award**") under its 2013 Incentive Plan (formerly the TriQuint Semiconductor, Inc. 2013 Incentive Plan, the "**Plan**") for the number of Restricted Stock Units indicated in the Award Notice. Capitalized terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan.

The details of the Award are as follows:

**1. Vesting and Settlement**

The Award will vest and become payable according to the vesting schedule set forth in the Award Notice (the "**Vesting Schedule**"). One share of the Company's Common Stock will be issuable for each Restricted Stock Unit that vests and becomes payable. Restricted Stock Units that have vested and are no longer subject to forfeiture according to the Vesting Schedule are referred to herein as "**Vested Units**." Restricted Stock Units that have not vested and remain subject to forfeiture under the Vesting Schedule are referred to herein as "**Unvested Units**." The Unvested Units will vest (and to the extent so vested cease to be Unvested Units remaining subject to forfeiture) and become payable in accordance with the Vesting Schedule (the Unvested and Vested Units are collectively referred to herein as the "**Units**"). As soon as practicable after Unvested Units become Vested Units, the Company will settle the Vested Units by issuing to you one share of the Company's Common Stock for each Vested Unit. The Award will terminate and the Units will be subject to forfeiture upon your Termination of Service as set forth in Section 2.

**2. Termination of Award upon Termination of Service**

**2.1** Unless the Committee determines otherwise prior to your Termination of Service, upon your Termination of Service any portion of the Award that has not vested as provided in Section 1 will immediately terminate and all Unvested Units shall immediately be forfeited without payment of any further consideration to you.

**2.2** For purposes of the Award, in the event of your Termination of Service (regardless of the reason for such termination and whether or not found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), your right to vest in the Units, if any, will terminate effective as of the date you are no longer actively providing services to the Company or any Related Company and will not be extended by any notice period (e.g., your period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or providing services, or the terms of your employment or service agreement, if any); the Committee shall have the exclusive discretion to determine when you are no longer actively providing

services for purposes of the Award (including whether you may still be considered to be providing services while on a leave of absence).

### **3. Compliance with Law**

**3.1** You represent and warrant that you (a) have been furnished with a copy of the Plan and all information which you deem necessary to evaluate the merits and risks of receipt of the Award, (b) have had the opportunity to ask questions and receive answers concerning the information received about the Award and the Company, and (c) have been given the opportunity to obtain any additional information you deem necessary to verify the accuracy of any information obtained concerning the Award and the Company.

**3.2** You hereby agree that you will in no event sell or distribute all or any part of the shares of the Company's Common Stock that you receive pursuant to settlement of this Award (the "**Shares**") unless (a) there is an effective registration statement under the Securities Act and applicable state securities laws covering any such transaction involving the Shares or (b) the Company receives an opinion of your legal counsel (concurred in by legal counsel for the Company) stating that such transaction is exempt from registration or the Company otherwise satisfies itself that such transaction is exempt from registration. You understand that the Company has no obligation to you to maintain any registration of the Shares with the SEC and has not represented to you that it will so maintain registration of the Shares.

**3.3** You confirm that you have been advised, prior to your receipt of the Shares, that neither the offering of the Shares nor any offering materials have been reviewed by any administrator under the Securities Act or any other applicable securities act (the "**Acts**") and that the Shares cannot be resold unless they are registered under the Acts or unless an exemption from such registration is available.

**3.4** You understand that the Company is under no obligation to register or qualify the Shares with any securities or other governmental authority and is not required to seek approval or clearance from any such authority for the issuance or sale of the Shares. Further, you agree that the Company shall have unilateral authority to amend the Plan and this Agreement without your consent to the extent necessary to comply with securities or other laws applicable to the issuance of the Shares.

**3.5** You hereby agree to indemnify the Company and hold it harmless from and against any loss, claim or liability, including attorneys' fees or legal expenses, incurred by the Company as a result of any breach by you of, or any inaccuracy in, any representation, warranty or statement made by you in this Agreement or the breach by you of any terms or conditions of this Agreement.

### **4. Transfer Restrictions**

Units shall not be sold, transferred, assigned, encumbered, pledged or otherwise disposed of, whether voluntarily or by operation of law.

### **5. No Rights as Stockholder**

You shall not have voting or other rights as a stockholder of the Common Stock with respect to the Units. Notwithstanding the foregoing, if the Company pays a dividend at any time after the

Grant Date, such dividends shall be paid to you upon and to the extent of the vesting of the underlying shares of the Company's Common Stock.

## 6. Independent Tax Advice

You acknowledge that determining the actual tax consequences to you of receiving or disposing of the Units and Shares may be complicated. These tax consequences will depend, in part, on your specific situation and may also depend on the resolution of currently uncertain tax law and other variables not within the control of the Company. You are aware that you should consult a competent and independent tax advisor for a full understanding of the specific tax consequences to you of receiving the Units and receiving or disposing of the Shares. Prior to executing this Agreement, you either have consulted with a competent tax advisor independent of the Company to obtain tax advice concerning the receipt of the Units and the receipt or disposition of the Shares in light of your specific situation or you have had the opportunity to consult with such a tax advisor but chose not to do so.

## 7. Tax Obligations

7.1 You acknowledge that, regardless of any action taken by the Company or, if different, your employer (the "**Employer**"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("**Tax-Related Items**") is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions, and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, as applicable, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

7.2 Prior to any relevant taxable or tax withholding event, as applicable, you agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, you authorize the Company or its respective agents to satisfy their withholding obligations with regard to all Tax-Related Items by withholding Shares to be issued upon settlement of the Units. The Company may withhold or account for Tax-Related Items by considering minimum statutory withholding rates or other applicable withholding rates. For tax purposes, you are deemed to have been issued the full number of Shares subject to the Vested Units, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. In the event that the Company determines that withholding Shares is problematic under applicable local laws or has materially adverse accounting consequences, by your acceptance of the Award, you authorize and direct the Company and any brokerage firm determined acceptable to the Company to sell, on your behalf, a whole number of Shares from those Shares issuable to you as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the obligation for Tax-Related Items. If withholding is performed from proceeds from the sale of Shares acquired pursuant

to the Vested Units, the Company may withhold for Tax-Related Items by considering maximum applicable rates, in which case you will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. Alternatively, the Company, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit or require you to satisfy your obligations for Tax-Related Items, in whole or in part (without limitation) by delivery of cash or check to the Company or the Employer, or the Company or the Employer may withhold from your wages or other cash compensation. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax-Related Items.

8. **Nature of Grant.** In accepting the Award, you acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(c) all decisions with respect to future Restricted Stock Unit or other grants, if any, will be at the sole discretion of the Company;

(d) you are voluntarily participating in the Plan;

(e) the Award and the Shares subject to the Award, and the value and income of same, are not intended to replace any pension rights or compensation;

(f) the Award and the Shares subject to the Award, and the income and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(g) the future value of the Shares subject to the Award is unknown, indeterminable and cannot be predicted;

(h) unless otherwise provided in the Plan or by the Company in its discretion, the Units and the benefits evidenced by this Agreement do not create any entitlement to have the Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Company's Common Stock; and

(i) if you are employed or providing services outside the United States:

1. the Award and the Shares subject to the Award, and the income and value of same, are not part of normal or expected compensation or salary for any purpose and in no event should be considered as compensation for, or relating in any way to, past services for the Employer, the Company or any Related Company;



2. no claim or entitlement to compensation or damages shall arise from forfeiture of the Award resulting from your Termination of Service (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any), and in consideration of the grant of the Award to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company, the Employer or any other Related Company, waive your ability, if any, to bring any such claim, and release the Employer, the Company and any other Related Company any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim; and

3. neither the Employer, the Company nor any other Related Company shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Units or of any amounts due to you pursuant to the settlement of the Units or the subsequent sale of any Shares acquired upon settlement.

9. **Data Privacy.** *You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other Award grant materials by and among, as applicable, the Employer, the Company and any other Related Company for the exclusive purpose of implementing, administering and managing your participation in the Plan.*

*You understand that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Company or any Related Company, details of all Restricted Stock Units or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor (“Personal Data”), for the exclusive purpose of implementing, administering and managing the Plan.*

*You understand that Personal Data will be transferred to Fidelity Stock Plan Services, LLC (“Fidelity”) or to any other third party assisting in the implementation, administration and management of the Plan. You understand that the recipients of the Personal Data may be located in your country or elsewhere, and that the recipient’s country may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of Personal Data by contacting your local human resources representative. You authorize the Company, Fidelity and any other recipients of Personal Data which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Personal Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of Personal Data as may be required to a broker or other third party with whom you may elect to deposit any Shares purchased upon vesting of the Units. You understand that Personal Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Personal Data, request additional information about the storage and processing of Personal Data, require any necessary amendments to Personal Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources*

*representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your employment status or service and career with the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing your consent is that the Company would not be able to grant Restricted Stock Units or other equity awards to you or administer or maintain such awards. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.*

**10. Change in Control.** If and to the extent that a Successor Company converts, assumes, substitutes for or replaces the Award upon a Change in Control, the vesting restrictions and/or forfeiture provisions applicable to the Award shall not be accelerated or lapse and all such vesting restrictions and/or forfeiture provisions shall continue with respect to any shares of the Successor Company or the other consideration that may be received with respect to such Award. However, the Award will nonetheless become vested and any restrictions applicable to the Award shall be deemed to have been met, and the Award shall be deemed vested and earned in full, upon your Termination of Service within six months before (in which case vesting shall not occur until the effective date of the Change in Control) or one year after the effective date of the Change in Control if such Termination of Service (a) is by the Company not for Cause or (b) is by you for Good Reason. For purposes of this Section, "Good Reason" means your Termination of Service resulting from your (i) termination for "Good Reason" as defined under your employment, change in control, consulting or other agreement with the Company or a Related Company, if any, or (ii) if you have not entered into any agreement (or, if any such agreement does not define "Good Reason"), then, your termination shall be for "Good Reason" if termination results due to any of the following without your consent: (A) a material reduction in your base salary as in effect immediately prior to the date of the Change in Control, (B) your assignment to duties or responsibilities materially inconsistent with, or a material diminution in, your position, authority, duties or responsibilities as in effect immediately prior to the Change in Control, or (C) the relocation of your principal place of employment by more than 50 miles from the location at which you were stationed immediately prior to the Change in Control. An event or condition that would otherwise constitute "Good Reason" shall constitute Good Reason only if the Company fails to rescind or cure such event or condition within 30 days after receipt of written notice from you of the event which constitutes Good Reason, and Good Reason shall cease to exist for any event or condition described herein on the 60<sup>th</sup> day following the later of the occurrence or your knowledge thereof, unless you have given the Company written notice thereof prior to such date. The determination of "Good Reason" shall be made by the Committee and its determination shall be final and conclusive.

## 11. General Provisions

**11.1 Assignment.** The Company may assign its forfeiture rights at any time, whether or not such rights are then exercisable, to any person or entity selected by the Company's Board of Directors.

**11.2 No Waiver.** No waiver of any provision of this Agreement will be valid unless in writing and signed by the person against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

**11.3 Undertaking.** You hereby agree to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either you or the Units pursuant to the express provisions of this Agreement.

**11.4 Successors and Assigns.** The provisions of this Agreement will inure to the benefit of, and be binding on, the Company and its successors and assigns and you and your legal representatives, heirs, legatees, distributees, assigns and transferees by operation of law, whether or not any such person will have become a party to this Agreement and agreed in writing to join herein and be bound by the terms and conditions hereof.

**11.5 No Employment or Service Contract.** Nothing in this Agreement will affect in any manner whatsoever the right or power of the Company, or a Related Company, to terminate your employment or services on behalf of the Company, for any reason, with or without Cause.

**11.6 Governing Law/Venue.** This Agreement is governed by, and subject to, the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Award grant or the Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Oregon and agree that such litigation shall be conducted only in the courts of Washington County, Oregon, or the federal courts for the United States for the District of Oregon, and no other courts, where this grant is made and/or to be performed.

**11.7 Electronic Delivery and Participation.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or future awards that may be granted under the Plan by electronic means or request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**11.8 Language.** If you have received this Agreement, or any other document related to the Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**11.9 Appendix.** The Award shall be subject to any special terms and conditions for your country set forth in the Appendix, if any. If you relocate to one of the countries included in the Appendix during the life of the Award, the special terms and conditions for such country shall apply to you to the extent the Company determines that the application of such provisions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

**11.10 Compliance with Recoupment, Ownership and Other Policies or Agreements.** As a condition to receiving this Award, you agree that you shall abide by all provisions of any equity retention policy, compensation recovery policy, stock ownership guidelines and/or other similar policies maintained by the Company, each as in effect from time to time and to the extent applicable to you from time to time. In addition, you shall be subject to such compensation recovery, recoupment, forfeiture or other similar provisions as may apply at any time to you under applicable law.

**11.11 Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Award and the Shares acquired upon vesting of the Units to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**QORVO, INC.**

**SEVERANCE BENEFITS PLAN  
AND  
SUMMARY PLAN DESCRIPTION**

**QORVO, INC.**  
**SEVERANCE BENEFITS PLAN**  
**AND SUMMARY PLAN DESCRIPTION**

**1. INTRODUCTION AND PURPOSE**

**1.1 Purpose, Term and Scope**

Qorvo, Inc. (the “Company”) has established this Severance Benefits Plan (“Plan”), to assist Eligible Employees of the Company or its subsidiaries whose employment is involuntarily terminated on or after the Effective Date, in connection with changes made by the Company in its configuration, expense structure, and product focus, or who suffer a loss of employment in connection with a Change of Control of the Company with respect to which the Eligible Employee is not provided an opportunity to work for the surviving entity or its affiliates. The benefits described in this Plan apply to an Eligible Employee who becomes a Participant on or after the Effective Date. This Plan supersedes and replaces any previous plan, program, policy, practice or arrangement by which the Company or its subsidiaries may have provided severance benefits to employees wherever located. All prior severance plans, practices or programs, whether formal or informal, providing for severance benefits of any kind to employees of the Company or any of its subsidiaries, which plans, practices or programs have not previously terminated by their terms or otherwise, are hereby terminated as of the Effective Date of this Plan.

This description of the Plan shall serve as both the Plan Document and the Summary Plan Description. It explains eligibility, exclusions, benefits and administration of the Plan. Any questions about the Plan and its operation should be directed to the Plan Administrator.

**1.2 Source of Funding**

The Plan is an unfunded employee welfare plan as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974 (“ERISA”). Benefits will be paid from the general assets of the Company if and when such benefits are owed. No Employee or any other person shall have any rights to or interest in any specific assets or accounts of the Company or any of its subsidiaries by reason of this Plan.

**2. PARTICIPATION IN THE PLAN AND ELIGIBILITY FOR BENEFITS**

**2.1 Eligibility To Participate**

An Employee must meet three basic requirements in order to be an Eligible Employee and thus eligible to participate in the Plan:

**A.** The Employee must not be excluded under Section 2.2.

**B.** The Employee must be notified in writing by the Company that the Employee is eligible to participate in the Plan and that the Employee’s employment is being terminated on or after the Effective Date because the Employee’s position is or will be eliminated by the Company in connection with changes in its configuration and product focus or in connection with the Change of Control of the Company.

C. A Disqualifying Event must not occur with respect to the Employee.

## **2.2 Exclusion from Eligibility to Participate**

An Employee who has an individual agreement providing for severance benefits shall not be eligible to participate in this Plan; provided, however, that such an Employee may become eligible to participate in this Plan and become eligible to receive benefits under this Plan if he or she irrevocably waives, in writing, all rights to severance benefits under the individual agreement. No Employee shall be eligible for benefits under both this Plan and any other plan or agreement.

## **2.3 Notice Date and Designated Separation Date**

**A.** The date on which the notice described in Section 2.1.B above is given shall be the "Notice Date." The notice shall provide the date designated by the Company for termination of the Employee's employment, which date shall be the "Designated Separation Date." The Notice Date and the Designated Separation Date may be the same date. In the event the Company designates a Designated Separation Date later than the Notice Date, the period between the Employee's Notice Date and Designated Separation Date shall be the Employee's "Notice Period," and shall be such period determined by the Company in its sole discretion, subject to any notice period required by applicable law. In the event an Employee's employment is terminated prior to the Designated Separation Date, the Employee's Notice Period will end on his or her actual Termination Date. In the event any notice period is required by applicable law, including the Worker Adjustment and Retraining Notification Act ("WARN") or any other force reduction or plant closing law which requires the Company to give advance notice of termination due to layoff, reduction in force, plant or facility closing, or any other similar event or reason, any Notice Period provided under this Plan shall be deemed to run concurrently with any notice period required under applicable law.

**B.** In the event the Company designates a Designated Separation Date later than the Notice Date, during the Notice Period, (a) the Employee will continue to be employed by the Employer; (b) provided and to the extent the Employee is actively at work or available for and reports to work as requested during the Notice Period, the Employee will receive his or her regular salary and benefits, including accrual of PTO and flex time under standard Company policies applicable to all Employees generally; and (c) the Employee will be provided with reasonable time off to seek another position within the Company or elsewhere. At the sole discretion of the Company, the Employee may be excused from reporting to work for some or all of the Notice Period but shall at all times be available to report to work as requested during the Notice Period. An Employee who fails to report to work upon request during the Notice Period and who is not entitled to leave under Company policy will be deemed to have voluntarily terminated his or her employment with the Company on the date he or she fails to report to work as requested, as of which date the pay and benefits described in clause (b) of this Section 2.3.B shall terminate, and the Employee will lose eligibility for benefits under this Plan.

## **2.4 Disqualifying Events**

An Employee who is notified that he or she is eligible to participate in this Plan will cease to be eligible to participate in the Plan upon a Disqualifying Event, notwithstanding such notification of eligibility to participate or such Employee's execution of an Agreement of Release

and Waiver, and such Employee, upon such Disqualifying Event, shall not be eligible for benefits under this Plan. Such Disqualifying Events are as follows:

**A.** The Employee is offered or placed in another position which position the Company has determined, in the Company's sole discretion, to be of similar or greater base salary and within 100 miles of the facility to which the Employee was assigned immediately prior to his or her Notice Date, with the Company or a subsidiary of the Company, or with the surviving entity or its affiliates following a Change of Control of the Company (a "Comparable Position"), whether or not the Employee accepts the offer;

**B.** The Employee is offered and accepts another position with the Company or a Company subsidiary, or with the surviving entity or its affiliates following a Change of Control of the Company, regardless of salary or location;

**C.** The Employee voluntarily terminates his or her employment with the Company after his or her Notice Date and prior to his or her Designated Separation Date and prior to having completed any transition of work responsibilities assigned to the Employee; provided, however, that it shall not be a Disqualifying Event for an Eligible Employee who is not assigned transition of work responsibilities or who completes such responsibilities to voluntarily terminate his or her employment prior to his or her Designated Separation Date with the written consent of the Company; or

**D.** The Employee is terminated from his or her employment with the Company for Cause, or the Employee has engaged in conduct described below as constituting Cause, regardless of whether such conduct occurs or is discovered before or after the Notice Date or the Designated Separation Date. For purposes of this Plan, "Cause" means, unless the Administrator determines otherwise, Employee's termination of employment or service resulting from the Participant's (A) dishonesty; (B) failure to perform his duties for the Company; or (C) engaging in fraudulent conduct or conduct that could be materially damaging to the Company without a reasonable good faith belief that such conduct was in the best interest of the Company. The determination of "Cause" shall be made by the Administrator and its determination shall be final and conclusive. Without in any way limiting the effect of the foregoing, for purposes of the Plan, an Employee's employment or service shall be deemed to have terminated for Cause if, after the Employee's employment or service has terminated, facts and circumstances are discovered that would have justified, in the opinion of the Administrator, a termination for Cause.

## **2.5 Eligibility for Plan Benefits**

A Participant must meet all of the following requirements in order to become eligible to receive benefits under the Plan:

**A.** The Participant must cooperate at a level acceptable by the Company in the transition of work responsibilities, as determined necessary by the Company.

**B.** The Participant must execute an Agreement of Release and Waiver acceptable to the Plan Administrator as a condition to receiving benefits under the Plan, and within the period provided in the form of Agreement of Release and Waiver provided by the Plan Administrator (and in any case no later than 45 days following the Termination Date), with the irrevocable effect of releasing the Company, any Company subsidiary or affiliate, and certain related



parties from all claims, as further described in Part 3, which Agreement of Release and Waiver must be received in the Human Resources Department of the Company no later than the date and time specified therein.

C. In the event, as of the Termination Date, the Participant owes any debt to the Company, the Participant must execute a reduction and setoff agreement for the reduction of the Participant's Cash Severance Benefit by the amount of any such debt.

### **3. SEVERANCE BENEFITS AND RELEASE REQUIREMENT**

#### **3.1 Severance Benefits Payable Under the Plan**

A. *Cash Severance Benefit.* The Company will provide each Participant who satisfies the conditions for eligibility for benefits set forth in Section 2.5 with a cash severance benefit, in the form of a single lump-sum severance benefit equal to 2 weeks of the Participant's Current Weekly Base Pay plus 1 additional week of the Participant's Current Weekly Base Pay for each Year of Service, with a maximum benefit equal to 26 weeks of Current Weekly Base Pay (the "Cash Severance Benefit").

B. *WARN Setoff.* To the extent that any federal, state or local law, including, without limitation, WARN and any other force reduction or so-called "plant closing" law requires the Company to give advance notice to a Participant because of that Participant's involuntary termination due to layoff, reduction in force, plant or facility closing, sale of business, change of control, or any other similar event or reason, in the event the Participant's Termination Date occurs prior to the end of the applicable statutory notice period and any pay in lieu of notice is required to be paid by the Company to the Participant under WARN (or such similar state or local law), then the Participant's Cash Severance Benefit provided under this Plan shall be reduced by the amount of such pay in lieu of notice, but not to less than 2 weeks of Current Weekly Base Pay.

C. *Tax Withholding.* All Cash Severance Benefits payable under the Plan to a Participant shall be subject to any applicable federal, state or local tax withholding at the supplemental rate.

D. *Debt Setoff.* The after-tax amount of any Cash Severance Benefits payable under the Plan to a Participant shall be subject to reduction by any amount the Participant owes to the Company as of the Termination Date, to the extent such reduction is permitted under applicable law

E. *Form and Time of Payment of Cash Severance Benefit.* The Cash Severance Benefit payable to a Participant will be paid in the form of a lump sum as soon as practicable, and generally with the next Company payroll cycle following the later of (a) the Participant's Termination Date or (b) the effective date of the Participant's Agreement of Release and Waiver. In no event will a Cash Severance Benefit be paid to a Participant who is age 40 or over until after the expiration of the 7-day revocation period (following execution of the Agreement of Release and Waiver by such Participant) provided under the Older Workers' Benefit Protection Act, or at any time in the event such Participant revokes the Agreement of Release and Waiver with respect to claims under the Age Discrimination in Employment Act during the revocation period provided under that Act.

#### **3.2 Purpose and Effect of the Release; Form of Release**

An Employee who executes an Agreement of Release and Waiver agrees, to the extent permitted by law, not to file a lawsuit, complaint or other claim concerning his or her employment against the Company, any Company affiliate or subsidiary and other related parties identified in the Agreement of Release and Waiver. Employees who are 40 years of age or over shall have at least 45 days to consider whether to sign the Release and a 7-day period to revoke the Release, as specifically set forth in the form of Release. If an Employee does file a lawsuit, complaint or other claim asserting any claim or demand within the scope of the Release, the Company shall retain all rights and benefits of the Release and in addition, shall be entitled to cancel any and all future obligations of the Company under the Release and, to the full extent permissible under applicable law, to recoup the value of any Cash Severance Benefit paid under the Plan and the cost of all other Company-paid benefits provided under the Plan, together with the Company's costs and attorneys' fees.

A fully completed Agreement of Release and Waiver is required in order for an Employee to be eligible to receive Severance Benefits under the Plan. To be fully completed, the Agreement of Release and Waiver must be signed by the Employee and by an individual employed by the Company in a position of manager or higher level in the Company's Human Resources Department.

#### **4. GENERAL PROVISIONS**

##### **4.1 Plan Administrator**

The Administrator will have full power to administer the Plan in all of its details. For this purpose the Administrator's power will include, but will not be limited to, the following authority:

**A.** To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan or required to comply with applicable law;

**B.** To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons;

**C.** To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

**D.** To compute the amount of benefits that will be payable to any Participant in accordance with the provisions of the Plan;

**E.** To authorize the payment of benefits;

**F.** To keep such records and submit such filings as may be required under applicable law;

**G.** To appoint such agents, counsel, accountants and consultants as may be required to assist in administering the Plan; and

**H.** By written instrument, to allocate and delegate its fiduciary responsibilities in a prudent manner consistent with the best interests of the Plan Participants.

## **4.2 Right To Amend or Terminate**

The Company reserves the power at any time to modify, amend, or terminate (in whole or in part) any or all of the provisions of the Plan, effective at such date as the Company shall determine. Any Plan amendment shall be adopted by action of the Company's Board of Directors or by a corporate officer or officers authorized by the Board to act on behalf of Company in such matters. However, no such amendment, modification, termination or discontinuance shall have the effect of reducing the amount of a Participant's Plan benefit, or deferring the time at which Plan benefits shall be paid to a Participant pursuant to the terms of the Plan, for any Participant who has executed and delivered to the Company a Severance and Release Agreement prior to the date of the Board resolution or executive action effecting such amendment, modification, termination or discontinuance.

## **4.3 Funding and Expenses**

The cash severance benefits provided under the Plan shall be payable solely from the general assets of the Company. The Company shall have no obligation to set aside any funds in a separate account or trust for purposes of funding the benefits provided under the Plan. Benefits provided in the form of continued coverage under group insurance policies are provided by the applicable insurance carrier, and the Company shall have no responsibility for such benefits other than payment of the applicable premium cost as provided under this Plan. Expenses of operating and administering the Plan shall be borne entirely by the Company.

## **4.4 Governing Law**

The provisions of the Plan shall be construed, administered and enforced according to ERISA and, to the extent not preempted, by the laws of the State of North Carolina without application of its conflict of laws principles.

## **4.5 Addresses, Notice, Waiver of Notice**

Each Participant must have on file with the Human Resources Department his or her current mailing address. Any communications, statements or notices addressed to such a person at his last mailing address as filed with the Human Resources Department will be binding upon such person for all purposes of the Plan.

## **4.6 Severability**

If any provision of the Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if such illegal and invalid provisions had never been part of the Plan.

## **4.7 Voluntary Plan**

The adoption of this Plan is purely voluntary on the part of the Company and shall not be deemed to constitute a contract between the Company, any Employee, Participant or other person not within the employ of the Company, or to be a consideration for, or an inducement or condition of, the employment of any Employee, Participant or other person, or to give any right to be retained in the employ of the Company, or to interfere with the right of an Employee to quit at

any time, or to interfere with the right of the Company to discharge any Employee or other person at any time. Employment at the Company is Employment At-Will, and the adoption of this Plan shall not be construed as altering any employee's at-will status or requiring cause or notice by the Company or the Employee to terminate the employment.

#### **4.8 Plan Communications**

No communications in connection with the Plan made by an Employee shall be effective unless duly executed on an appropriate form provided or approved by, and filed with, the Administrator.

### **5. CLAIMS PROCEDURE**

#### **5.1 Initial Benefit Claim Procedure**

If a claim for benefits under the Plan is denied in whole or in part, the claimant will be notified by the Administrator within 90 days of the date the claim is delivered to the Administrator. If the Administrator determines that an extension of time for processing the claim is required, written notice of the extension shall be furnished to the claimant prior to the expiration of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial 90-day period. The notification will be written in understandable language and will state: (a) specific reasons for denial of the claim, (b) specific references to Plan provisions on which the denial is based, (c) a description (if appropriate) of any additional material or information necessary for the claimant to perfect the claim, and (d) an explanation of the Plan's claims review procedure.

#### **5.2 Time Limit for Submission of Initial Claim for Benefits**

No claim for Plan benefits shall be valid unless it is submitted in writing to the Plan Administrator within 90-days following the receipt or denial of the disputed benefit. Any person who is denied Plan benefits at the termination of his or her employment and who feels he or she is entitled to Plan benefits must file a written claim for Plan benefits within 90 days following the date of his or her termination of employment.

#### **5.3 Review of Claims Denials**

Within 60 days after a claim has been denied, the claimant or his or her authorized representative may make a request for a review by submitting to the Administrator a written statement: (a) requesting a review of the denial of the claim, (b) setting forth all of the grounds upon which the request for review is based and any facts in support thereof; and (c) setting forth any issues or comments which the claimant deems relevant to the claim. The claimant may, in addition to written comments, submit documents, records, and other information relating to the claim for benefits. The claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. A document, record or other information shall be considered "relevant" to the claim if the document, record or other information (i) was relied upon in making the benefit determination; (ii) was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) if it demonstrates the Administrator's compliance with administrative processes and safeguards.

The Administrator shall make a decision on review within 60 days after the receipt of the claimant's request for review by the Plan, unless the Administrator determines that special circumstances require an extension of time for processing the review. If the Administrator determines an extension of time is required, written notice of the extension shall be furnished to the claimant prior to termination of the initial 60-day period for review of the claim. In no event shall such extension exceed a period of 60 days from the end of the initial period for review of the claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrator expects to make its determination and review.

The Administrator shall provide the claimant with written or electronic notification of the determination on review. Any electronic notification shall comply with Department of Labor regulations regarding such matters. An adverse benefit determination shall set forth (a) the specific reason(s) for the adverse determination; (b) reference to the specific Plan provisions on which the benefit determination is based; (c) a statement the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to the claimant's claim for benefits; and (d) a statement that, having exhausted the Plan's claims procedures, the claimant has the right to file suit in court under ERISA Section 501(a) to pursue a benefit claim under this Plan.

#### **5.4 Your Rights Under ERISA**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office, all documents governing the Plan, including this document.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. The Administrator may make a reasonable charge for the copies.

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "Fiduciaries," have a duty to do so prudently and in the interests of you and other Plan Participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision, without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request a copy of Plan documents and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court, except

as otherwise provided in this Plan. If it should happen that Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the United States Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly known as the Pension and Welfare Benefits Administration), United States Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Publications Hotline of the Employee Benefits Security Administration.

## 6. DEFINITIONS

The following terms shall have the following meanings when used in this Plan:

**6.1 “Administrator” or “Plan Administrator”** means the person(s) appointed by the Company to oversee the operation of the Plan. If no such person is appointed, the Company shall be the Administrator.

**6.2 “Agreement of Release and Waiver”** means the written document that the Participant must execute in order to receive benefits under the Plan.

**6.3 “Board”** means the Board of Directors of the Company.

**6.4 “Cash Severance Benefit”** is defined in Section 3.1.

**6.5 “Cause”** is defined in Section 2.4.D.

**6.6 “Change of Control”** shall be deemed to have occurred on the earliest of the following dates:

A. The date any entity or person shall have become the beneficial owner of, or shall have obtained voting control over, more than fifty percent (50%) of the total voting power of the Company's then outstanding voting stock;

B. The date of the consummation of (A) a merger, consolidation or reorganization of the Company (or similar transaction involving the Company), in which the holders of the Common Stock immediately prior to the transaction have voting control over less than fifty percent (50%) of the voting securities of the surviving corporation immediately after such transaction, or (B) the sale or disposition of all or substantially all the assets of the Company; or

C. The date there shall have been a change in a majority of the Board within a 12-month period unless the nomination for election by the Company's shareholders of each new Director was approved by the vote of two-thirds of the members of the Board (or a committee of the Board, if nominations are approved by a Board committee rather than the Board) then still in office who were in office at the beginning of the 12-month period.

For the purposes of clarity, a transaction shall not constitute a Change of Control if its principal purpose is to change the state of the Company's incorporation, create a holding company that would be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction or is another transaction of other similar effect.

The Administrator shall have full and final authority, in its discretion to determine whether a Change of Control of the Company has occurred, the date of the occurrence of such Change of Control and any incidental matters relating thereto.

**6.7 "Company"** means Qorvo, Inc.

**6.8 "Comparable Position"** is defined in Section 2.4.A.

**6.9 "Current Weekly Base Pay"** means an Employee's weekly rate of regular pay, determined by dividing his or her annualized pay as of the Employee's Termination Date by 52. Current Weekly Base Pay for purposes of this Plan does not include bonus pay, incentive awards, overtime, shift differential, employee benefits, or other fringe or incidental compensation.

**6.10 "Designated Separation Date"** is the date defined in Section 2.3A.

**6.11 "Disqualifying Event"** means an event described in Section 2.4.

**6.12 "Effective Date"** means January 1, 2015.

**6.13 "Employee"** means any regular full-time or part-time active Employee of the Employer, as determined by the Employer and reported as a common law employee on the payroll records of the Employer. Employee excludes every other individual, including employees classified as temporary under the Company's policies, Leased Employees, consultants, and independent contractors (including freelancers), regardless of whether a court or administrative agency subsequently determines that any such individual is a common law employee or should have been so classified during any period such individual provided services to the Employer.

**6.14 “Employer”** means the Company and any of its subsidiaries.

**6.15 “Employment At-Will”** means the Employee and the Employer have the right to terminate the employment relationship at any time, with or without cause and with or without notice. Any modification of an Employee’s “at-will” status with the Employer must be in writing and signed by the President and CEO of the Company.

**6.16 “ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, and includes regulations promulgated thereunder by the Secretary of Labor.

**6.17 “Leased Employee”** means an Employee whose services are provided to the Employer under an agreement with an outside leasing company or temporary employment agency to perform work under the direction or control of the Employer, as described in section 414(n) of the Internal Revenue Code of 1986, as amended.

**6.18 “Notice Date”** means the date the Company provides the notice described in Section 2.1.B to an Employee.

**6.19 “Notice Period”** means the period defined in Section 2.3B.

**6.20 “Participant”** means an Eligible Employee who satisfies the requirements of Section 2.1 and who is not excluded from participation under this Plan under Section 2.2 until such time as such Employee has a Disqualifying Event as described in Section 2.5 and thereby loses all eligibility for benefits under this Plan.

**6.21 “Termination Date”** means the date an Eligible Employee’s employment with the Employer is terminated.

**6.22 “Year of Service”** means each full and partial year of service, rounded to the nearest completed week of service, beginning on the Employee’s date of hire and each anniversary thereof, determined as of the Employee’s Termination Date. In computing Years of Service for purposes of this Plan, all service credited under the Company benefit plans count, including service with a predecessor employer acquired by the Company which service is recognized for purposes of the Company benefit plans. Notwithstanding the foregoing, service taken into account for purposes of any prior severance payment under any plan, arrangement, program or policy of the Company or a predecessor employer shall not be taken into account in determining benefits payable under this Plan.

## **7. IDENTIFYING DATA**

The following information identifies individuals who have responsibilities under this Plan. This heading also includes ERISA-required identification information with respect to the Plan itself.



Name of Plan: Qorvo, Inc. Severance Benefits Plan

Sponsoring Employer: Qorvo, Inc.  
7628 Thorndike Road  
Greensboro, NC 27409  
Tel: 336-931-7266

Federal Tax ID Number: 46-5288992

Plan Administrator: Qorvo, Inc.  
7628 Thorndike Road  
Greensboro, NC 27409  
Tel: 336-931-7266

Basis On Which  
Plan Records Are Kept: Plan Year ending each December 31

Type Of Plan: Unfunded ERISA Welfare Benefit  
Severance Plan

Plan Number: 501

Agent For Service Of Process: Vice President, Human Resources  
Qorvo, Inc.  
7628 Thorndike Road  
Greensboro, NC 27409  
Tel: 336-931-7266

**8. EXECUTION OF PLAN**

IN WITNESS WHEREOF, this instrument, evidencing the terms of the Qorvo, Inc. Severance Benefit Plan, is adopted as of the Effective Date.

**QORVO, INC.**

By: /s/ Robert A. Bruggeworth

Name: Robert A. Bruggeworth

Title: President and Chief Executive Officer

EXHIBIT 31.1

**CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF THE EXCHANGE ACT, AS ADOPTED  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert A. Bruggeworth, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Qorvo, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 5, 2015

/s/ ROBERT A. BRUGGEWORTH

Robert A. Bruggeworth

President and Chief Executive Officer

**CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF THE EXCHANGE ACT, AS ADOPTED  
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven J. Buhaly, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Qorvo, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 5, 2015

/s/ STEVEN J. BUHALY

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Steven J. Buhaly

Chief Financial Officer and Secretary

**EXHIBIT 32.1**

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert A. Bruggeworth, President and Chief Executive Officer of Qorvo, Inc. (the “Company”), certify pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

- (1) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended June 27, 2015 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ ROBERT A. BRUGGEWORTH

Robert A. Bruggeworth  
President and Chief Executive Officer

August 5, 2015

**EXHIBIT 32.2**

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven J. Buhaly, Chief Financial Officer and Secretary of Qorvo, Inc. (the "Company"), certify pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that, to my knowledge:

- (1) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended June 27, 2015 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ STEVEN J. BUHALY

Steven J. Buhaly

Chief Financial Officer and Secretary

August 5, 2015