

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

FORM 8-K

CURRENT REPORT

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

June 5, 2015

(Date of earliest event reported)



Qorvo, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-36801
(Commission File
Number)

46-5288992
(I.R.S. Employer
Identification No.)

7628 Thorndike Road, Greensboro, North Carolina 27409-9421

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)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01. Other Events.

On June 5, 2015, Qorvo, Inc. (the “Company”) and certain material domestic subsidiaries of the Company (the “Guarantors”) entered into the First Amendment to that certain Credit Agreement, dated as of April 7, 2015, by and between the Company, the Guarantors, Bank of America, N.A., as administrative agent, swing line lender, and L/C issuer, and a syndicate of lenders (the “Amendment”). The Amendment modifies the definition of a “Change of Control” in Section 1.01. The foregoing summary of the Amendment is not complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits.**

Exhibit No.	Description
10.1	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

SIGNATURE

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

Qorvo, Inc.

By: /s/ Steven J. Buhaly

Steven J. Buhaly

Chief Financial Officer and Secretary

Date: June 5, 2015

EXHIBIT INDEX

Exhibit No.	Description
10.1	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

June 5, 2015

Qorvo, Inc.
7628 Thorndike Road
Greensboro, NC 27409

Re: First Amendment to Credit Agreement, dated as of April 7, 2015 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement") among Qorvo, Inc., a Delaware corporation (the "Borrower"), certain of its Subsidiaries from time to time party thereto as Guarantors, the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

Reference is made to the Credit Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement.

The parties hereto agree that subclause (b) of the definition of "Change of Control" in Section 1.01 of the Credit Agreement is amended to read as follows:

(b) during any period of 24 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body.

The Credit Agreement remains in full force and effect as modified to the extent set forth herein. This letter agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement. Delivery of an executed counterpart of this letter by facsimile or other secure electronic format (.pdf) shall be effective as an original. This letter agreement shall be effective upon receipt by the Administrative Agent of counterparts of this letter agreement executed by the Loan Parties and the Required Lenders. This letter agreement is a Loan Document.

This letter shall be governed by and construed in accordance with the laws of the State of New York.

[signature pages follow].

Very truly yours,

BANK OF AMERICA, N.A.,
as Administrative Agent

By: /s/ Brenda Schriener
Name: Brenda Schriener
Title: Vice President

FIRST AMENDMENT
QORVO, INC.

LENDERS: BANK OF AMERICA, N.A.,
as a Lender, L/C Issuer and Swing Line Lender

By: /s/ Thomas M. Paulk
Name: Thomas M. Paulk
Title: Senior Vice President

TD BANK, N.A.,
as a Lender

By: /s/ M. Bernadette Collins
Name: M. Bernadette Collins
Title: Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ David G. Dickinson, Jr.
Name: David G. Dickinson, Jr.
Title: Senior Vice President

BANK OF THE WEST,
as a Lender

By: _____
Name:
Title:

BRANCH BANKING AND TRUST COMPANY,
as a Lender

By: /s/ Kelly Attayek
Name: Kelly Attayek
Title: Assistant Vice President

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,
as a Lender

By: /s/ Lillian Kim
Name: Lillian Kim
Title: Director

FIRST AMENDMENT
QORVO, INC.

Accepted and Agreed to:

BORROWER: **QORVO, INC.,**

By: /s/ Suzanne B. Rudy_____
Name: Suzanne B. Rudy
Title: Vice President, Corporate Treasurer & Compliance Officer

GUARANTORS:

AMALFI SEMICONDUCTOR, INC.
PREMIER SERVICES – A SIRENZA COMPANY
RF MICRO DEVICES, INC.
RF MICRO DEVICES INTERNATIONAL, INC.
TRIQUINT, INC.
TRIQUINT SEMICONDUCTOR, INC.
TRIQUINT TFR, INC.

By: /s/ Suzanne B. Rudy_____
Name: Suzanne B. Rudy
Title: Treasurer

RFMD, LLC

By: /s/ Suzanne B. Rudy_____
Name: Suzanne B. Rudy
Title: Manager

TRIQUINT SEMICONDUCTOR TEXAS, LLC

By: TriQuint Semiconductor, Inc., its member

By: /s/ Suzanne B. Rudy_____
Name: Suzanne B. Rudy
Title: Treasurer

TRIQUINT CW, INC.

By: /s/ Suzanne B. Rudy_____
Name: Suzanne B. Rudy
Title: Assistant Treasurer

FIRST AMENDMENT
QORVO, INC.